



Joe Shirley, Jr.
Supervisor, District I

Alton Joe Shepherd
Chairman, District II

Nelson Davis
Vice Chairman, District III

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

Pursuant to A.R.S. §38-431.02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

November 7, 2023
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 7, 2023**

1. Discussion and possible approval of the Governor's Office of Highway Safety Grant, in the amount of \$14,500. This grant assists with the purchase car seats and proper installation education. This grant is effective October 1, 2023, through September 30, 2024 and has been budgeted for FY24.
2. Discussion and possible approval of the Business Associate Agreement between Valle del Sol, Inc., and the Apache County Public Health Services District to maintain compliance of separation of duties within the WIC program.
3. Discussion and possible approval of a Memorandum of Understanding between the Apache County Public Health Services District WIC, Canyon Pediatrics, Inc. WIC, and Valle del Sol, Inc. WIC, to maintain compliance of separation of duties within the WIC program.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
November 7, 2023**

1. County Manager: Public Hearing to gather citizen input regarding the use of Fiscal Year 2024 Community Development Block Grant (CDBG) funds for Apache County.
2. Community Development: Following a public hearing, discussion, and possible approval of the Sixth Amended Plat of the Hidden Paradise Subdivision, allowing John and Susan Baker along with Stephen Thompson to split their 2 +/- acre lot creating two (2) +/- 1-acre lots. The property is located at 5 CR N8411 in Vernon, AZ. A.P.N 106-25-017E. Planning & Zoning Commission unanimously recommended approval on October 5, 2023.
3. Community Development: Following a public hearing, consideration of an appeal and possible approval of a Conditional Use Permit allowing SBA Tower to construct a 125-foot multi-carrier rusticated steel Monopole Wireless Communications Facility with ground equipment, enclosed within a 75 by 75-foot chain link compound. The property is located at 68 County Road 5126 in Concho, AZ. A.P.N. 201-49-062. Section 33; Township 12N; Range 26E. Planning and Zoning unanimously recommended approval September 7, 2023. Appeal received September 25, 2023.
4. Sit as the Board of Equalization to accept the following Petitions for Notice of Change Valuation determinations heard by Hearing Officer Charles Johnson:
 - Acceptance of hearing determination for Richard & Marte Fredley, Parcel 107-06-574.
 - Acceptance of hearing determination for John Faulkner Parcel 106-27-008.
 - Acceptance of hearing determination for Igor & Christina Ivanoff Parcel 101-48-042B.
 - Acceptance of hearing determination for Dave & Judy Johnson Family Trust Parcel 203-23-001C.
 - Acceptance of hearing determination for W.L. Reidhead Family Trust, Parcel 101-48-014.
 - Acceptance of hearing determination for Donald and Nanette Finch, Parcel 104-68-276.

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 3, 2023 to November 7, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated October 3, 2023.
- *C. Request approval of the 2024 Board of Supervisors' meeting schedule.
- *D. District II: Request approval to purchase a new Super 16 Dump Truck utilizing Omnia Contract #212816-01 from Empire Trucks and Trailers in the amount of \$307,302, using District II funds.
- *E. District II: Request approval to purchase a Day Cab Tractor utilizing Omnia Contract #212816-01 from Empire Trucks and Trailers in the amount of \$180,049, using District II funds.
- *F. District II: Request approval to eliminate the positions of Administrative Assistant III (Range 34) and Logistics & Support Services Manager (Range 51), and to create the positions of Administrative Assistant I (Range 26) and an Administrative Coordinator (Range 42), and to hire within the salary range.
- *G District II: Request approval of a new lease with the Navajo Nation for a 2.36 square acre lease behind and south of the Ganado Chapter. The Ganado Chapter passed Resolution #GAN-057-2018 in support of the new lease.

County Attorney's Office:

- *H. Request approval of an amended contract with Taylor Law Office.

Election Department:

- *I. Request approval, based on the recommendation of the Republican Party County Chairman, Alan Barwick, determined vacancies exist in the office of precinct committeeman and appoint John P. Philo for the Vernon Precinct and Sharon Stonestreet for the Coronado Precinct.

Superior Court:

- *J. Request authorization to convert two (2) Security Officer position (Range 27) to two (2) Certified Court Security Officer positions (Range 31). This request will not affect the FY24 budget.


Emergency Management:

- *K. Request approval of the June 2023 Revised Community Wildfire Protection Plan. The Plan is available for review in the County Manager's Office.
 - *L. Emergency Management: Discussion and possible approval of contract Federal Award Identification Number (FAIN): 23-DG-11132544-049 between Apache County Emergency Management and the Alliance for Green Heat. Inc., in the amount of \$20,000.00.
6. St. Johns Constable: Discussion and possible approval to accept a Constable Ethics, Standards, and Training Board grant in the amount of \$13,679.20 for the purchase of laptop computers for all three constables in each Justice Court Precinct. There are no matching funds or cost to the county required.
 7. Sheriff's Office: Discussion and possible approval of the Governor's Office of Highway Safety STEP Enforcement Overtime Grant in the amount of \$5,000 for FY24.
 8. Sheriff's Office: Discussion and possible approval of the Governor's Office of Highway Safety DUI/Impairment Enforcement and Related Materials and Supplies Grant in the amount of \$4,433 for FY24.
 9. Sheriff's Office: Discussion and possible approval for the purchase of ten (10) 2020 Dodge Ram pickups that are currently leased from Bancorp Bank and used as patrol vehicles for \$195,000, utilizing designated Fleet and Sheriff's Office funds.
 10. Information Technology Department: Discussion and possible approval to enter into an agreement with the State of Arizona Department of Homeland Security, to receive services under the Statewide Cyber Readiness Program.
 11. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
 - The Eastern Arizona Counties Organization meeting on November 15, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - Small Counties Forum meeting on November 15, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

- The County Supervisors Association (CSA) meeting on November 16, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Local Governments & Broadband Deployment meeting on November 17, 2023 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, Arizona.

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

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-361-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 2nd day of November 2023 at 3:30 p.m. MST by 



Ryan N. Patterson
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

4594-010-0-0-0-0

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

KIMBERLY COLE, Asst. Health Director ACPHSD

Date/Signature: 10/16/2023

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 Grant effective 10/01/2023 through 09/30/2024 in the amount of \$14,500. This grant helps purchase car seats and provide education for proper installation. This was budgeted for FY24.

BOS Meeting Date Requested 11/07/2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

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



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

IGA CONTRACT: 2024-OP-002

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

DESCRIPTION: The Governor's Office of Highway Safety Grant funds support car seat distribution to communities for education and awareness to enhance Occupant Protection throughout Apache County.

PROS: This grant provides the funds for Apache County Public Health Services District to purchase car seats.

CONS: None

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37524300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Apache County Public Health Services District	GOHS GRANT NUMBER: 2024-OP-002
ADDRESS PO Box 697, St. Johns, Arizona 85936	PROGRAM AREA: 402-OP
2. GOVERNMENTAL UNIT N/A	AGENCY CONTACT: Laura Salazar
ADDRESS	3. PROJECT TITLE: Occupant Protection Related Materials and Supplies- Car Seat Distribution to Communities for Education and Awareness
4. GUIDELINES: 402-Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Materials and Supplies: Car Seat Distribution to Communities for Education and Awareness to enhance Occupant Protection throughout Apache County.

6. BUDGET COST CATEGORY	Project Period FFY 2024
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	\$14,500.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$14,500.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2024

CURRENT GRANT PERIOD FROM: 10-01-2023 TO: 09-30-2024

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$14,500.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Organization Size: 21

Total Population in city/town or county served: 65,623

County Served: Apache County

Agency Problem/Attempts to Solve Problem:

The Car Seat/Seatbelt Program and Home Visiting Program offered through Apache County Public Health Services District are limited due to funding opportunities. Apache County Public Health Services District technicians work diligently to provide car seat education, proper car seats installation and seatbelt safety to all members of the communities in southern Apache County and coordinates with Nahatzil Clinic - Nurses Office (home visiting program) in Sanders. Apache County is ranked the poorest county in Arizona, with 28.4% of individuals living at or below the federal poverty level according to the 2021 US Census Bureau.

Apache County Public Health Services District has been committed to providing comprehensive car seat education to families residing in both Northern (Navajo Nation) and Southern Apache County. The 4 certified car seat technicians provide families with car seats, car seat education, and seatbelt safety at their education room in St. Johns and Springerville, by walk-in or by appointment, through home visitation during a Health Start visit (home visitation program by 2 community health workers/car seat technicians for prenatal mothers and their children) or during an annual car seat check event which they plan to expand to 2 additional communities annually.

Agency Funding:

Federal 402 funds will support Materials and Supplies: Car Seat Distribution to Communities for Education and Awareness to enhance Occupant Protection throughout Apache County.

How Agency Will Solve Problem with Funding:

Apache County Public Health Services District (ACPHSD) has been working with families for many years to provide adequate car seat safety. Northern Apache County (Navajo Nation) and Southern Apache County coordinate together to ensure that families have proper car seats and car seat education for care givers and their families.

PROJECT MEASURES:

Program Objectives:

1. By 09/30/2024, 150 families will receive car seat education, as determined by car seat check log.
2. By 09/30/2024, Apache County will host 4 car seat safety check events in the communities.
3. By 09/30/2024, 40 rear-facing only car seats will be provided to pregnant women enrolled in a home visitation program.

GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: Car Seat Distribution to Communities for Education and Awareness to enhance Occupant Protection throughout Apache County.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and 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.

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 Occupant Protection in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: Car Seat Distribution to Communities for Education and Awareness

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided 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 Grant agreement. 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 Agency 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 purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active 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 the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2 nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3 rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4 th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS no later than fifteen (15) 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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Kimberly Cole, Health Director, Apache County Public Health Services District, shall serve as Project Director.

Laura Salazar, Program Coordinator, Apache County Public Health Services District, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. Electronically submitted RCIs will be accepted. Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement project and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs 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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It 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, 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 the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, 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 the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

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

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Agency 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 sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$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 Car Seat Distribution to Communities for Education and Awareness	\$14,500.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$14,500.00

*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 forty (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 \$14,500.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- 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 Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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 Grant Agreement.

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted 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. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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 Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreement.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement 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 Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

*Signature of Authorized Official of
Governmental Unit:*

Kimberly Cole, Health Director
Apache County Public Health Services District

NA

Date Telephone

Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Megan Hill
Title: Education Division Manager
Telephone Number: 928-337-1722 Fax Number: 928-337-7592
E-mail Address: mhill@apachecountyaz.gov

2. Agency's Fiscal Contact:

Name: Kimberly Penrod
Title: Administrative Coordinator
Telephone Number: 928-337-7694 Fax Number: 928-337-7592
E-mail Address: kpenrod@apachecountyaz.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)

Po Box 697

(Address)

St. Johns, Az 85936

(City, State, Zip Code)

4. **Unique Entity Identifier:**

DJIFMTLIL4V6

(Unique Entity Identifier #)

75 W. Cleveland, St. Johns, Az 85936

(Registered Address & Zip Code)

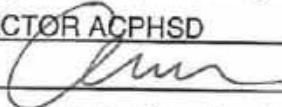
Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 10/25/2023



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 Business Associate Agreement between Valle del Sol, Inc., and ACPHSD to maintain compliance of Separation of Duties within the WIC program.

BOS Meeting Date Requested 11/07/2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

BUSINESS ASSOCIATE AGREEMENT

VALLE DEL SOL, INC.

DESCRIPTION: Business Associate Agreement between Valle del Sol, Inc. and ACPHSD protecting client privacy, security of Protected Health Information, and satisfying HIPPA requirements in the course of WIC duties.

PROS: Ensure business conducted between both entities in regard to Memorandum of Understanding for Separation of Duties in WIC is maintained at the highest level.

CONS: None



BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of September 2023 (the "Effective Date") by and between Valle del Sol, Inc. and its subsidiaries ("Covered Entity") and Apache County Public Services District ("Business Associate").

WHEREAS, Business Associate will provide services to Covered Entity as set forth in the Memorandum of Understanding Separation of Duties between Covered Entity and Business Associate of even date herewith (the "Services Agreement");

WHEREAS, in order to provide the Services under the Services Agreement, Business Associate may receive, use and maintain certain Protected Health Information ("PHI") on behalf of Covered Entity; and

WHEREAS, the parties desire to enter into this Agreement in order (i) to protect the privacy and provide for the security of PHI received, used and maintained by Business Associate on behalf of Covered Entity; and (ii) to satisfy certain requirements imposed upon the parties by HIPAA.

WHEREAS, Covered Entity operates a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2");

WHEREAS, Business Associate is under Part 2 must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

NOW, THEREFORE, in consideration of the mutual benefits of complying with laws and regulations stated above, Covered Entity and Business Associate agree as follows:

Definitions

Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

Examples of specific definitions:

- (a) **Business Associate.** "Business Associate" shall mean Apache County Public Health Services District.
- (b) **Covered Entity.** "Covered Entity" shall mean Valle del Sol, Inc. and its subsidiaries.
- (c) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (d) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Sub-parts A and E.
- (e) **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) **Required By Law.** "Required By Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.501.
- (g) **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

- (b) Business Associate agrees to implement and maintain the administrative, physical, and technical safeguards required by HIPAA to prevent use or disclosure of the Protected Health Information except as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information of which Business Associate becomes aware that is not provided for or permitted by this Agreement or under HIPAA.
- (e) To the extent Business Associate uses one or more subcontractors or agents to perform its obligations under any agreement with Covered Entity, Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access to such Protected Health Information no later than ten (10) days after receipt of such written request by Covered Entity in order to meet the requirements under 45 CFR 164.524.
- (g) To the extent Business Associate maintains Protected Health Information, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set in accordance with Covered Entity's written request no later than ten (10) days after receipt of such request by Covered Entity pursuant to 45 CFR 164.526.
- (h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual if so, directed by Covered Entity no later than ten (10) days after receipt of written request for such Disclosure Accounting, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 or in accordance with HIPAA.
- (k) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (l) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (m) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

Specify purposes: As stated in the Memorandum of Understanding of Separation of Duties. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate provided that disclosures are required by law. Or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.

Qualified Service Organization Agreement Responsibilities

(a) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by Part 2, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(b) Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(c) Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date hereunder and terminate as of the Service Agreement or receipt of notice by either party to terminate in the event of an uncured breach of a material term of this Agreement. Upon termination of this Agreement all Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. Or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within 30 days, Covered Entity will terminate this Agreement. If Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity will immediately terminate this Agreement.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received

from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of Protected Health Information is infeasible; Business Associate shall extend the protections and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Notices

All notices required to be given to either party under this Agreement will be in writing and sent by traceable carrier to each party's address indicated below, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other party. Notices will be effective upon receipt.

COVERED ENTITY:
Valle del Sol, Inc.
3877 N 7th Street, Suite 400
Phoenix, AZ 85014

BUSINESS ASSOCIATE:
Apache County Public Health Services District-WIC
P.O. Box 697
St. Johns, AZ 85936

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Effective Date.

Business Associate

By: _____

Name: Kimberly Cole

Title: Health Director

Date: _____

Covered Entity

DocuSigned by:

By: _____
7C9AF58AA4A343D...

Name: Mike Renaud

Title: President & CEO

Date: 10-24-2023 | 3:40 PM PDT


Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 10/30/2023



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 Memorandum of Understanding between ACPHSD WIC, Canyon Pediatrics, Inc. WIC, and Valle del Sol, Inc. WIC to maintain compliance of Separation of Duties within the WIC program.

BOS Meeting Date Requested 11/07/2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

x

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

WIC MEMORANDUM OF UNDERSTANDING

SEPARATION OF DUTIES

DESCRIPTION: Memorandum of Understanding between ACPHSD WIC, Canyon Pediatrics, Inc. WIC, and Valle del Sol, Inc. WIC to complete Separation of Duties responsibilities within each agencies WIC program.

PROS: Memorandum of Understanding between these agencies ensures compliance of Separation of Duties within the WIC program.

CONS: None



APACHE COUNTY

Public Health Services District



MEMORANDUM OF UNDERSTANDING

SEPARATION OF DUTIES

This Agreement for Separation of Duties is made and entered into effect on September 26, 2023, between Apache County Public Health Services District WIC, Canyon Pediatrics, Inc. WIC, and Valle del Sol, Inc. WIC.

The term of this agreement shall be effective August 9, 2023, and the obligations herein shall continue in effect until August 8, 2025, with an option to extend or reduce as all parties agree. Should circumstances arise which necessitate termination of this Agreement, any Party may terminate this Agreement at any time, with or without cause, by giving 30 days' prior written notice.

Separations of Duties: WIC agencies shall implement acceptable separation of duties within the certification process. Separation of duties will be followed by each agency's state approved Separation of Duties policy. Please see the attached supporting documents:

Policy: Separation of Duties – Apache County Public Health Services District

Policy: Separation of Duties – Canyon Pediatrics, Inc.

Policy: Separation of Duties – Valle del Sol, Inc.

Purpose:

Examples of unacceptable separation of duties where conflict of interest controls must be implemented include:

- A clinic staffed by one employee who completes all elements of the certification or recertification;
- Providing off-site services when two employees, who are involved in the eligibility and certification process, are not physically present, then clinic staff member-A will only check identification or residency, and clinic staff member-B will conduct determination of income eligibility and the remainder of the certification;
- When a two-person clinic must be staffed by only one clinic staff member due to illness, emergency, etc.;
- Any other situation when separation of duties cannot occur.

Current agency barriers for why separation of duties is not possible:

- When the Director does not have a supervisor working for WIC that can complete the audit procedure;
- When the Director completes all elements of the certification and separation of duties is not possible.

Therefore, it is agreed that the Canyon Pediatrics, Inc. WIC Program Director, Valle del Sol, Inc. WIC Program Director, and the Apache County Public Health Services District WIC Program Director will complete conflict of interest controls: customer service call audits, or chart reviews, for each other's agencies within two weeks of a completed certification, as indicated, to meet supervisory requirement for audit.

Procedure:

For all clients certified without following separation of duties, the following conflict of interest controls shall be implemented:

1. Canyon Pediatrics, Inc. WIC Program Director, Valle del Sol, Inc. WIC Program Director, and the Apache County Public Health Services District WIC Program Director shall conduct an audit for each other's agency, as indicated, for all certification of infants receiving formula, and 20% of a random sample of the remaining certification records within 14 days of the certification (pertaining only to the certifications completed by each WIC Director).
 - a. This will be done as a customer service call audit, or chart review, from the weekly Cert List for Audit report of all certification records (of Cert by One User) of infants receiving formula (IPN, IPN+ and IFF), and 20% of a random sample of the remaining certification records.
2. Each auditor will run the Cert List for Audit report at least every 14 days. The auditor will then document the outcome of the call or the completed chart review. The Excel Cert List for Audit report tracking (please see attachment) will be the official report form and will be sent back to the respective agency via secure email.
3. During the audit call, the first or second Authorized Representative will be asked the following questions:
 - a. How was your WIC appointment at (location) on (date)?
 - b. Can you please verify your address? *Both questions are required at a minimum; however, additional questions are permitted, if deemed necessary.

- c. The auditor must speak with the first or second Authorized Representative. Leaving a voicemail does not meet the requirements.
 - d. If the auditor is unable to speak to either Authorized Representative, a chart audit must be completed using the Arizona WIC Chart Review form to meet the required criteria.
4. The Canyon Pediatrics, Inc. WIC Director, Valle del Sol, Inc. WIC Director, and the Apache County Public Health Services District WIC Director will send a copy, via secured email, to the respective agency.
 5. Each agency will maintain their completed Cert List for Audit Report and Chart Reviews on file for review during a Management Evaluation.
 6. The Canyon Pediatrics, Inc. WIC Director, Valle del Sol, Inc. WIC Director, and Apache County Public Health Services District WIC Director are to have a yearly signed Confidentiality Agreement and Conflict of interest form, which each agency will keep on file at their respective agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates sets forth Below

For and on behalf of Apache County Public Health Services District WIC:

 Kimberly Cole
 Health Director

 Date

For and on behalf of Canyon Pediatrics, Inc. WIC:

 Richard Brubaker
 President/CEO, LMSW, BHP

 Date

For and on behalf of Valle del Sol, Inc. WIC:

 Mike Renaud
 President & CEO

 Date

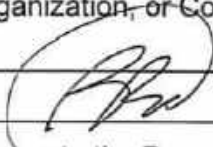
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____



10/30/23

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

County Manager: Public Hearing to gather citizen input regarding the use of Fiscal Year 2024 Community Development Block Grant (CDBG) funds for Apache County.

BOS Meeting Date Requested 11/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

a Fellowship, beginning at 5:30 p.m. one-night engagement geared toward enthusiasm, and expanding the appeal to all. Vernon Mission Christian 1579 Vernon Road in Vernon. For more information, call (928) 537-2839 or go to vernon-

card and one dozen donuts. There will be plenty of fun for kids throughout the store, including:

- Bashas' employees in family-friendly costumes
- Trick-or-treat candy stations at each grocery store department
- A free mini cookie and apple juice for trick-or-treaters.

te bombing in Beirut with VFW

Oct. 23, the Show Low Veterans of Post 9907 will hold a ceremony commemorating the Oct. 23, 1983 bombing of the Beirut, Lebanon, barracks housing American service members, sailors and soldiers lost their lives. The ceremony will take place at the Veterans Memorial

DRY ICE
 Sentry Welding Supply
 5577 Bear Run Rd.
 Lakeside
 928.537.4384

EXCEL TOWING
 Put this number
 in your phone in
 Case of Emergency
(928) 358-2580

Steve can be reached at PastorSteve@FirstChurch.org

Stuck!
 Get Unstuck.
STUCK
 Moving
 8208
 living.com



**Apache County
 Public Hearing Regarding
 Use of CDBG Funds**

Apache County is expected to receive approximately \$220,266 in FY24 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. A public hearing will be held at 8:30am on November 7, 2023, at the Apache County Board of Supervisors Meeting Room located at 75 West Cleveland in Saint Johns to gather citizen input on the use of the CDBG funds. Examples of possible uses include the following:

- 1) Public infrastructure (e.g., water, wastewater, street improvements);
- 2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
- 3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit); and
- 4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program).

For more information about the hearing, grievances, or the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Malena Hannah
 MH Consulting and Project Management
 PO Box 333
 Saint Johns, AZ 85936
 928-551-1769
 mhannah@mhcandp.com

TTY: 1-800-367-8939 or 7-1-1 from cellular phones
 Persons with disabilities who require special accommodations may contact Beth Bond at 928-337-4364 the Apache County Annex located at 75 West Cleveland, Saint Johns, Arizona, at least 48 hours before the hearing.



**APACHE COUNTY TREASURER
 2023 FIRST HALF**

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 on
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 October
 er 26.
 nding.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Oct 10/23 Martina Felt

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

PUBLIC HEARING, consideration, and possible approval of the Sixth Amended Plat of the Hidden Paradise Subdivision, allowing John and Susan Baker along with Stephen Thompson to split their 2 +/- acre lot creating two (2) +/- 1-acre lots. The property is located at 5 CR N8411 in Vernon, AZ. A.P.N 106-25-017E. Planning & Zoning Commission unanimously recommended approval on October 5, 2023.

BOS Meeting Date: November 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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



SUBDIVISION MAJOR PLAT AMENDMENT APPLICATION

APPLICANT

Name John & Susan Baker & Stephen Thompson
 Mailing Address _____
P.O. Box 606
Coolidge, AZ 85128
 Contact Person Susan Baker
 Phone 520-705-8309 Fax _____
 Email Mrsjbmilkman@yahoo.com

SUBMITTAL CHECKLIST

- Major Plat Amendment application.
- A non-refundable processing fee of \$350.00.
- Proof of ownership.
- An amended plat map that has been prepared and signed by a Registered Land Surveyor, titled "AMENDED PLAT OF (Subdivision Name)" indicating original & revised lot lines, legal access to all lots, all easements, and roadways. and a certification block for Planning and Zoning and the Board of Supervisors signature.
- ADOT permit granting ingress / egress assess
- Site plan showing all structures and setbacks
- A list of names & addresses of ALL property owners within 300 feet of subject property.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

PROPERTY INFORMATION

Assessor's Parcel # 106-25-017 E
 Township 10N Range 24E Section 4
 Subdivision Name Hidden Paradise
 Unit # _____ Lot # 20

Physical Address/Location

See legal discription on
attach Exhibit A of Joint Tenancy
Deed

Number of Lots Proposed 2

Total Site Acreage 2 acres

Existing Access and Utility Easements _____

See attached Exhibit A of
Joint Tenancy Deed

MAJOR PLAT AMENDMENT REQUEST

See attached request.

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

Susan Baker Date 8-16-23

Signature of Property Owner (if not the applicant)

OFFICE USE ONLY

Received By [Signature] Date 8/21/23

Receipt # _____ Fee 350

Subdivision Name Hidden Paradise

Related Subdivisions _____

2023-38

**SECTION 10.B
MAJOR PLAT AMENDMENT**

This ordinance applies to any change or amendment to property within a subdivision that does not qualify as a Minor Plat Amendment or Abandonment.

Rules and guidelines

1. The Lots being amended must:
 - a. be contiguous
 - b. have the same owner(s), or if it involves lots owned by different owners, all owners must join in the application.

2. The Major Amendment shall:
 - a. not prohibit or unduly inhibit access by the public, nearby property owners, and public utilities.
 - b. not eliminate public access ways, easements, and dedications which may be presently in use or desirable for future use as determined by the Planning and Zoning Commission.

Procedure for Major Plat Amendment

1. The applicant must file an application for Major Plat Amendment with Community Development Department
 - a. The application shall include an amended plat map.
 - i. The amended plat and the survey upon which it is based shall comply with the current Arizona Boundary Survey Minimum Standards.
 - ii. The amended plat shall be titled "AMENDED PLAT OF ~" and shall contain a certification block for the signature of the Board of Supervisors. If more than one (1) amended plat is necessary, the successive plats shall be titled "SECOND AMENDED PLAT OF ~", and follow in numerical order.
 - b. The Applicant shall pay the application fee.
 - c. Upon receipt, review and acceptance of the application by the Community Development Director, the proposed amendment shall be scheduled before the Planning and Zoning Commission within forty-five (45) days.

2. Notification to neighbors
 - a. The Community Development Director shall send a letter to each property owner within 300 feet of the applicant's property at least 15 days before the Planning and Zoning Commission hearing. The letter shall describe the applicant's proposed amendment, the date of the Planning and Zoning Commission hearing, as well as an 8 1/2" x 11" copy of the amended plat map.

COMMISSION ACTION		
Approved	with conditions	Denied
Chairman		Date <u>10/5/23</u>
BOARD ACTION		
Approved	with conditions	Denied
Supervisor	_____	Date _____
<small>December 1, 2021</small>		

SIXTH AMENDED PLAT OF HIDDEN PARADISE SUBDIVISION
 A Portion of Lot 20 of Hidden Paradise Subdivision Recorded as Book 1 of Plats, Page 35
 Also Being Parcel E of the Record of Survey Recorded as Book 23, Page 133
 Located Within the Northeast Quarter of Section 4, Township 10 North, Range 24 East of the
 Gila and Salt River Meridian, Apache County, Arizona
 APN #106-25-017E

- NOTES:**
- The Bounds of Bearing was Established by GPS Observations Based on Geocentric North.
 - The Owner did not Provide a Title Report for this Survey, Easements, Right of Way's, etc., Which Could Exist May Not be Shown.
 - The Owner of this Property at the Time of this Survey is: John and Susan Baker.
 - It is the Owner's Responsibility to Comply with all State, County and Local Regulations and Guidelines.

REFERENCES

- Record of Survey Recorded as Book 23 of Surveys, Page 133

LEGEND:

- Found Monument as Shown
- Set Rebar w/Plastic Cap LS 47854
- Boundary Line This Survey
- XXX-XX-XXX Assessor Parcel Number
- (*) Record Information per Reference 1

SURVEYOR'S CERTIFICATION:

I Herby Certify that this Map and the Survey on Which it is Based was Prepared in the Field Accurately and I am a Licensed Professional Surveyor in the State of Arizona. I believe the True and Correct to the Best of my Knowledge and Belief.

Don R. Brooks
 Don R. Brooks AZ. L.S. No. 47854

APACHE COUNTY APPROVAL:

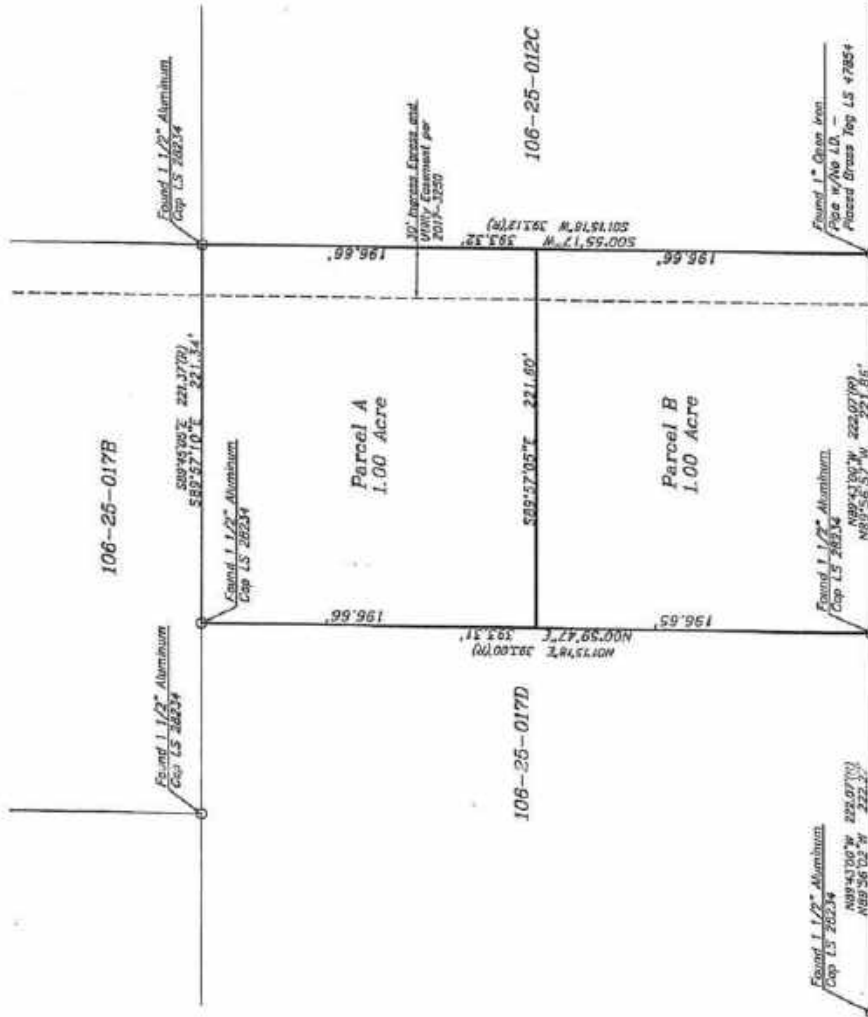
Approved and recommended by the Apache County Planning and Zoning Commission

5 Oct 2023
 Date
 Chairman, Planning and Zoning

Approved and accepted by the Apache County Board of Supervisors of Apache County this ___ day of ___ 20__ by:

Chairman of the Board of Supervisors

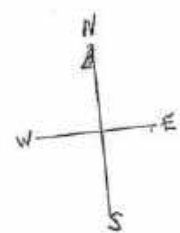
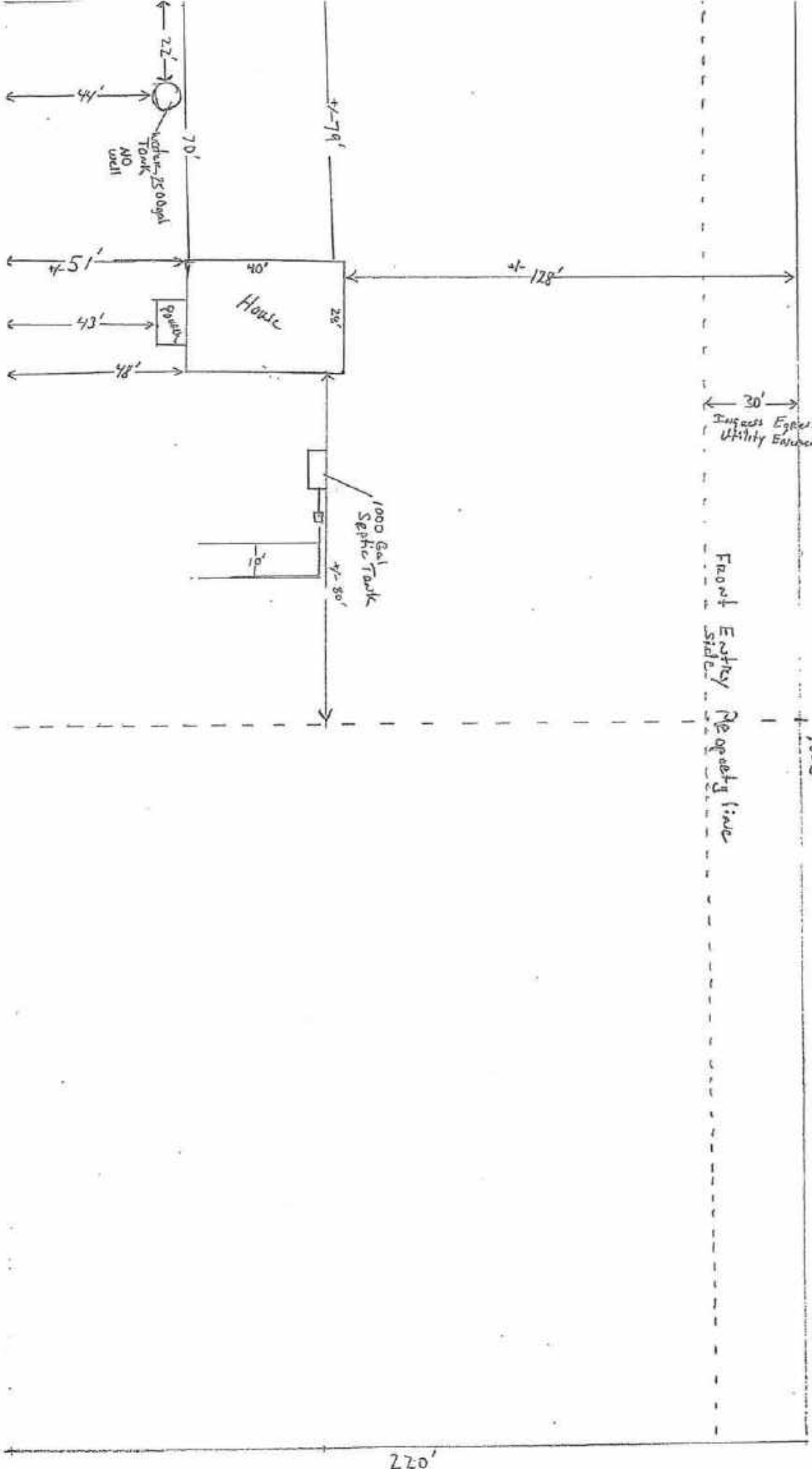
Attested for: _____



DAN BROOKS
 SURVEYOR
 P.O. Box 3659
 SHOW LOW, ARIZONA 85902
 PH. (928) 358-2471
 E-MAIL: danbrooks.surveying@yahoo.com

RECORD OF SURVEY
 NW 1/4 Section 4
 T10N, R24E

DRW. NO. DATE: 07/2023 JOB NO. 1158 SHEET 1 OF 1
 DCD. DRW. DATE: 07/2023



Plot Plan
 APN# 106-25-017E

220'

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Oct 10/23 Monte Fols

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

PUBLIC HEARING: consideration of an appeal and possible approval of a Conditional Use Permit allowing SBA Tower to construct a 125-foot multi-carrier rusticated steel Monopole Wireless Communications Facility with ground equipment, enclosed within a 75 by 75-foot chain link compound. The property is located at 68 County Road 5126 in Concho, AZ. A.P.N. 201-49-062. Section 33; Township 12N; Range 26E. Planning and Zoning unanimously recommended approval September 7, 2023. Appeal received September 25, 2023.

BOS Meeting Date Requested 11/7/2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



APACHE COUNTY COMMUNITY DEVELOPMENT

P.O. Box 238
75 West Cleveland
St. Johns, Arizona 85936
(928) 337-7526 • Fax (928) 337-7633

Director:
Matthew Fish

Office Coordinator
Shaunna Pearce

October 4, 2023,

To: Apache County Board of Supervisors

From: Matthew Fish, Apache County Community Development Director

RE: SBA Towers Apache County CUP application 2023-28

Staff Report

SBA Towers is third party contractor for wireless companies. In this case they are contracted with Verizon Wireless to install a, " 125' monopole... and ground equipment within a new 75' x 75' chain link compound. " The compound is located on the southwest portion APN #201-49-062. Parcel is zoned "General Agricultural" or (A-G) and is 12.36 acres. The parcel is roughly southeast of Concho Valley, in an area described as east of the gravel pit. A map has been provided.

During the September 7th Planning and Zoning meeting the appellant raised concerns that the tower was too close to his property. His property is west of the proposed site and shares a property boundary. After some discussion, it was determined the tower would be at least 1300 feet (433 yards) from his property line. Further, the Planning & Zoning Commission voted unanimously to recommend approval to the Board. The appellant has exercised his rights under county ordinance, (Article 11 Section 1107 G) to appeal the recommendation of the Planning & Zoning Commission, hence the reason it is scheduled for a public hearing item on the agenda for the November Board meeting.

The decision presented to the Board is choosing between the view of a property owner or expanding the wireless coverage in this area of the county. The coverage area maps provided, show a substantial increase in the area that will have better wireless connection. The appellant does make reference to the local school district and library already having wireless connection but fails to reference the possibility that parents are increasingly choosing to school children at home. The recent Covid pandemic has also taught us the need for a more robust wireless expansion in rural Apache County. For this reason: Staff and the Planning & Zoning Commission recommend approval of the Conditional Use Application submitted by SBA Towers Permit #2023-28

Matthew Fish

A handwritten signature in cursive script that reads "Matthew Fish".

Director of Apache County Community Development



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name SBA Towers
 Mailing Address c/o Destree Development
22831 N. 21st St
Phoenix, AZ 85024
 Contact Person Reg Destree
 Phone (602) 349-6930 Fax _____
 Email destreedevlopment@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 201-49-062
 Township _____ Range _____ Section 33
 Subdivision Concho Valley Unit 33
 Unit # Unit 33 Lot # 62
 Address/Location 68 County Road 5126
Concho, AZ 85924
 Existing Zoning A-G
 Existing Land Use Homestead
 Lot Size 12.36A

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
 Place new 125 monopole wireless communications facility
and ground equipment within new 75' x 75' chain link compound
in southeast portion of property. Utilities and access from
County Road 5126
 Temporary Use: ___ Yes X No

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner.
- A non-refundable filing fee.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, drainage report and any other required information. Please be precise and detailed.
- Citizen Review Process as listed in ordinance Section 1106. A list of names and addresses of all the property owners within 300 feet of subject property.
- ADOT permit granting ingress / egress assess
- Map to property.
- All required items need to be submitted to Planning & Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

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

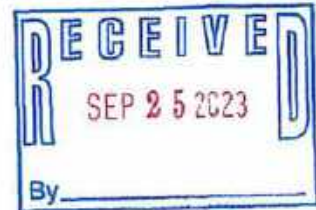
I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant [Signature] Date 6/29/2023
 Signature of Property Owner (if not the applicant) [Signature] Date 6/29/2023

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>7/10/23</u>
Receipt # <u>1151</u>	Fee <u>500</u>
Permit # <u>2023-28</u>	
Related Cases _____	
Appeal Filed By <u>Matthew Wikej</u>	Date _____
Receipt # _____	Fee _____

COMMISSION ACTION		
<u>Approved</u>	with Conditions	Denied
Resolution # _____	Date _____	
Chairman <u>[Signature]</u>	Date <u>9/7/23</u>	
BOARD ACTION		
Approved	with Conditions	Denied
Ordinance # _____	Date _____	
Supervisor _____	Date _____	
December 1, 2021		

Matthew Wiley
70 CR 5126 PO Box 724 Concho, AZ 85924-0724
928-245-8149 Phone motoservicesmatt@gmail.com



September 17, 2023

Apache County Planning & Zoning

R/E: Formal Appeal Against Cell Phone Tower: CUP 2023-28 SBA Towers Proposal

Dear Zoning Board,

I reside at 70 CR 5126 in Unit 33. My property is right next to the proposed tower site location. I write this appeal sitting at my desk, looking out the window at the proposed site for the Tower Facility. Miles rolling hills and bushes, to be replaced by 5625 square foot compound: chain link fence, 125-foot tall multi paneled tower dominating my future view. Attached is a picture of my current view then imagine it with proposed Industrial Compound?

I have the privilege of working from home where I enjoy the unrestricted countryside view from my desk as I work all day. I rarely leave my home where I work as a Technical Support Representative. I have good Verizon Wireless service to Cell Phone and Wireless Internet Air Card at my location... A location chosen to avoid such industrial clutter as the proposed Tower Facility. Proposal is NOT just 125-foot tower, also 5625 square feet of chain-link fence graveled compound with building, noisy diesel generator and building and additional utility poles and lines to support facility. As was briefly noted at the September 7th meeting, power outages are common at Unit 33. When the power fails the generator at the compound will add noise to the quiet countryside. Considering the power outage issues already existing, is there sufficient power to supply the facility without comprising the power availability to existing residents?

When I lived in Phoenix I dreamed of a quiet, rural home in the White Mountains region. I invested everything to accomplish my dream now about to be ruined by encroaching industrialization. As one construction tends to follow another if the precedent is set to allow this industrial compound what other industrialization might come next? If so, precedent from CUP 2023-28 allows for further future location industrialization?

I formally request an alternate location that does not affect myself and the other nearby residents rural views with home/property values being compromised. This is NOT just a tower but 5625 square foot industrial compound!

Potential concerns of environmental and/or wildlife impact resulting from such a facility?
I have sent correspondence with all details regarding CUP 2028-23 zoning proposal to several Conservation and Environmental Advocacy Groups in the region to present their concerns to the Board regarding proposed compound.

It was noted at the September 7th meeting agenda by one of the board members regarding the need for progress in Apache county for schools and such. I would like to point out that Concho Elementary School and Apache County Library branch 4 miles up the road both have high speed data service, thus the proposed facility would not be of any benefit to them. Anyone choosing to live in this area will be aware of the communications abilities available when they make the choice to reside in a rural area. I appeal to the Borad to please choose alternative location for this Tower.

- Attached is M. Wiley **Check# 4216 \$300.00** Fee: Formal Appeal Against CUP 2023-28 SBA Tower

Sincerely,

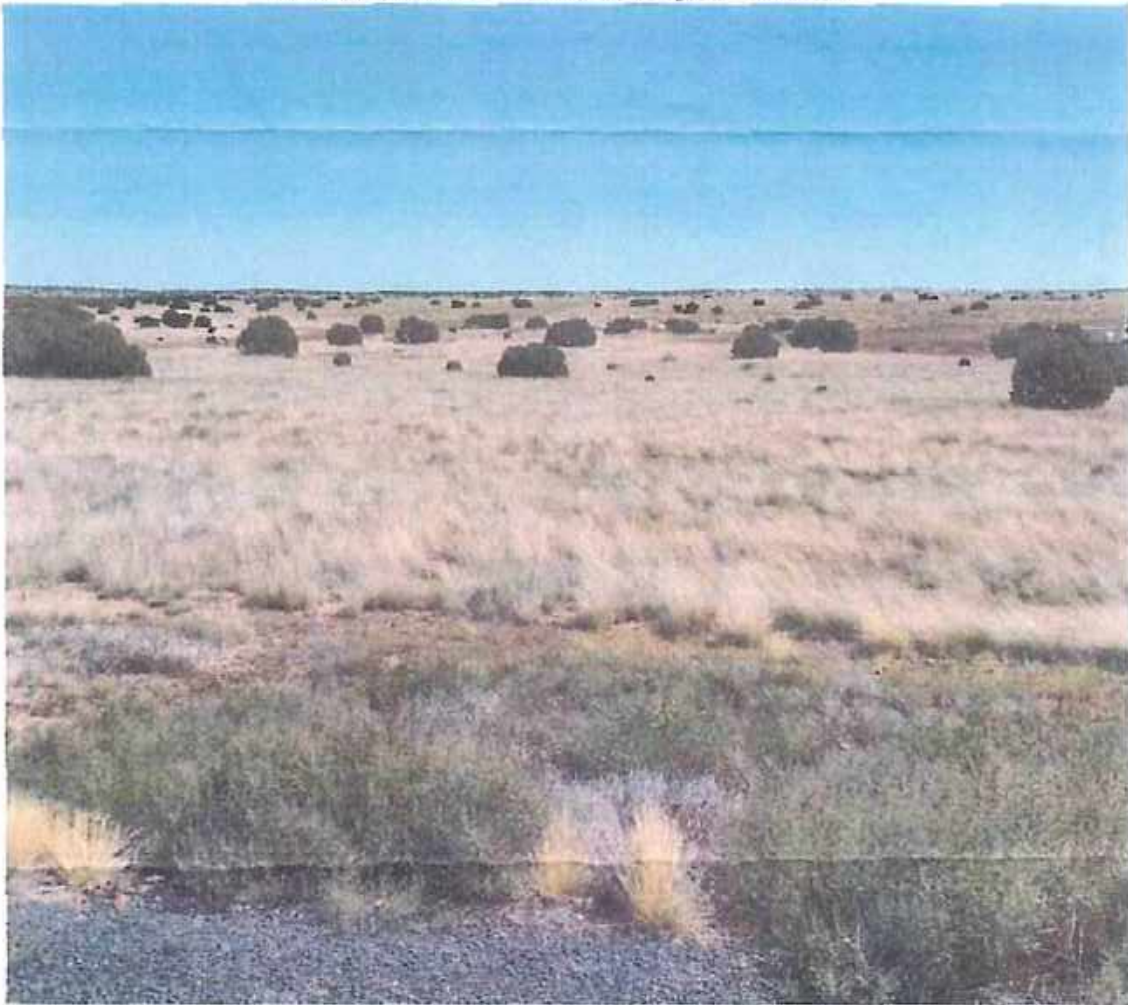
A handwritten signature in blue ink that reads "M Wiley".

Matthew Wiley

**M. Wiley Desk Window View as of September 17th at my Home
located at 70 CR 5126 prior/pending Cell Tower-Compound
Placement CUP 2023-28 SBA Tower**

Formal Appeal Evidence Against CUP 2023-28 SBA Tower

**My Current View Out window sitting at my desk where I am working
from home 40 hours per Week**

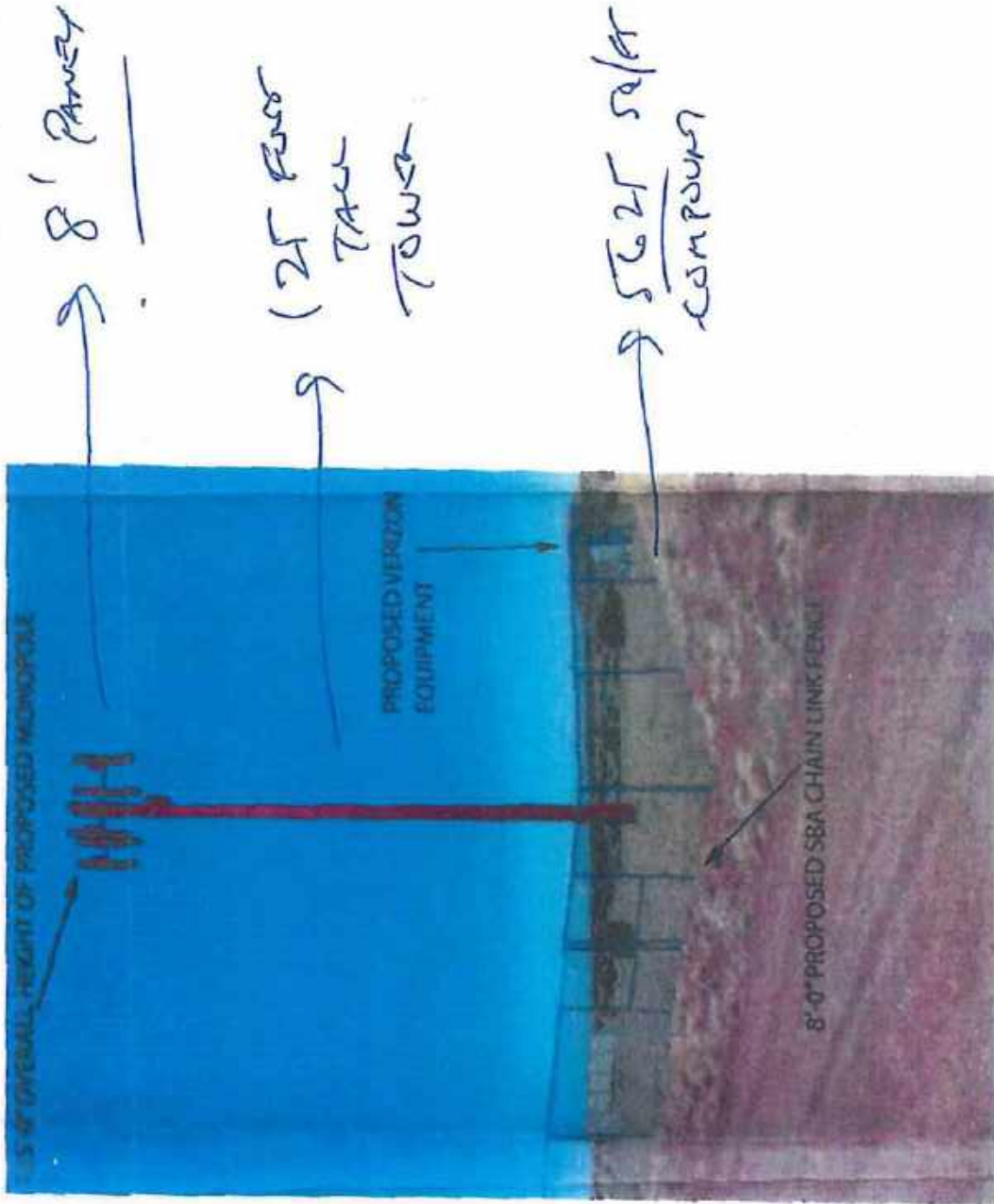


**Proposed 125 foot Tall Multi Paneled Microwave 5G
Tower with 5625 foot chain link fenced compound
would dominate view**

PROPOSED VIEW



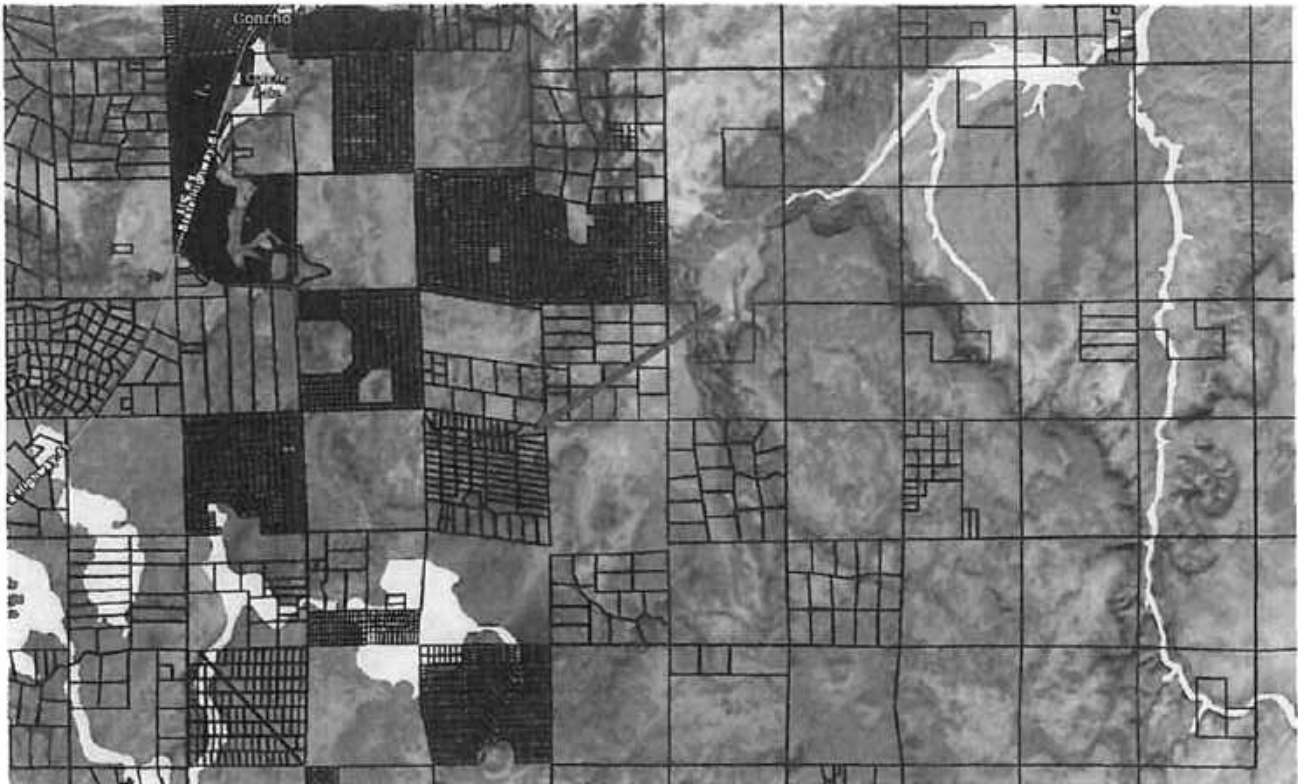
young design corp
architecture project management



View
Direction
N: West
72 CR 122
88224

PROJECT NARRATIVE
FOR
SBA Bilotti Concho Multi-Carrier Communications Pole

68 County Road 5126
Concho, AZ 85924
APN: 201-49-062
Jurisdiction: Apache County
Zoning: AG



Submitted by:
Reg Destree
Destree Development, LLC
22831 N. 21st St
Phoenix, AZ 85024
602-349-6930 (mobile)
destreedevlopment@gmail.com

July 6, 2023

Purpose of Application

As part of its ongoing effort to maintain the pre-eminent wireless network in Apache County, Verizon Wireless has engaged SBA Towers to develop several sites within Apache County to improve coverage and capacity for Verizon's network. This approach is being used to allow for the County to be built out faster than if Verizon was developing the sites directly. SBA is actually one of a few companies who have been engaged for different locations throughout the County as part of an overall development plan meant to improve rural broadband and overall connectivity.

This particular proposal is for a new site just south of Concho to help fill in a gap in coverage that exists in the area. This area has poor coverage for all carriers and that is part of the reason why SBA Towers is proposing a multi-carrier site. While the anchor tenant will be Verizon Wireless, the structure is being developed to handle additional carriers at such time as they look to add coverage in this area.

The primary focus for coverage and capacity was in more densely populated areas and along major thoroughfares within the last 5-10 years. As areas such as this have become more populated and technologies have advanced, it is becoming necessary to build additional structures to accommodate coverage for residents in these areas. This is not a highly travelled area but there are more and more permanent residents in this area every year and they rely on wireless communications for work, play and safety.

Due to topography in the area, and the locations of the existing Verizon Wireless sites, there is a substantial dead zone in the area surrounding this site. A before and after coverage map has been included with this submittal to demonstrate the anticipated coverage improvements for Verizon Wireless. As noted above, other carriers also lack coverage in the area, and it is likely the site would provide a similar improvement area for them.

SBA Towers is requesting a Use Permit for a 125' tall multi-carrier wireless monopole within a 75' x 75' compound.

Site Description

The subject parcel is just over 12 acres with the owner's home and a few out-buildings. This parcel is owner-occupied. The nearest homes, other than the one on this site, are over 1,500' to the west. Most of the parcels in this area are this size or somewhat smaller. The parcel to the east is ranch land and an entire undeveloped Section. We've located the proposed site on the east side of the property to stay as far from neighboring homes as possible.

The compound will be adjacent to Ranch Road which is an improved gravel road which heads to the parcel to the south and then turns west to 5126. We are securing an Easement for access along Ranch Road from the neighbors to the south and they are in support of this proposal.

Site History

Verizon Wireless has been working on providing coverage in Apache County for many years. That often involves a few sites every year. This has also led to a few being approved but never built over the years. Now that 5G is being deployed to provide rural broadband coverage throughout much of Apache County, Verizon has a need for several sites within the next year or two. Verizon approached several tower developers about different sites throughout the County. SBA is one of the two main tower developers and currently is looking at this site, a site on Concho-Snowflake Highway and one on the north side of Greer. These are targeted locations requested by Verizon. They are also all generally poor coverage areas for the other carriers serving the market, so these multi-carrier solutions make a lot of sense for all parties.

As noted above, Verizon is making an aggressive push to fill in holes in its network in rural areas especially in Apache and Navajo Counties. The original proposed location by the carrier was a cluster of four homes about 1,500'-2,000' west of this site. Rather than building directly adjacent to these homes we worked with this Landlord to place the site as far east as possible on his property. This location was selected as it was the furthest we could stay from homes yet the closest we could put the site to its target location. This site also has existing access, and power service is at the property. This location is part of an overall plan Verizon has been working on to fill in several gaps in coverage and capacity throughout Apache and Navajo Counties.

Description of Proposal

The proposed site development includes placement of panel antennas and a microwave dish on a new 125' rusticated monopole. The panel antennas are used for coverage to communicate with phones and other devices and the microwave dish is used to provide backhaul to the site in case there is not sufficient phone or fiber service in this area. The 125' height is a trade-off between maximized coverage to the south and aesthetics. Due to the topography and the coverage need, Verizon's antennas will actually be at 120' centerline on the tower. The pole will be structurally capable of handling additional carriers and have usable space available. The pole is proposed as a rusticated/weathered steel and all attachments will be painted brown to match. This will be a similar design to the site that was approved and built at the fire station in Greer several years ago.

The proposed location is on the east side of the land at a higher elevation than much of the parcel. It is about 250' from the east property line. The pole is about 73' from the south property line. The pole is engineered to have a reclining length of less than that distance. The pole is 285' from the north property line and over 1,100 to the west property line which is CR5126.

The Verizon radio equipment will be on a small outdoor platform. The site will not have an emergency diesel back-up generator when built but will likely have one added for network reliability within a few years of site construction. The site will be enclosed with a 75' x 75' compound surrounded by a chain link fence with barbed wire topper for security. There is sufficient strength on the pole to handle at least two more carriers and ground space to accommodate that as well.

Access to the site will come from Ranch Road which is directly adjacent to the site. That is a private roadway which crosses the parcel to the south and then intersects 5126. Power will come to the site overhead from the west side of the property at the road. It will sit within the 10' utility easement which exists on all properties that were part of this plat. We will be exploring possible fiber backhaul options but anticipate this site will need a microwave dish for carrier backhaul.

The site will take about 60-90 days to construct, and once complete, will be visited approximately once per month for maintenance. This development is unoccupied and does not involve water or sewer. There will not be any changes to existing watercourses or an impact on off-site discharge of rainwater. The pole is being designed to further reduce its visibility with its rusticated finish.



Site Access

Site Access has been secured by an Easement across the parcel to the south as generally shown on the aerial above. The owners of that property are aware of this proposed site and support its development. They do not currently live on the property and use it for access to ranch land they own further east.

Citizen Participation

In addition to the required public hearings, I hosted a neighborhood meeting at the Library for neighbors with land within 300' of the property as well as a few other possibly impacted groups at the School, Library and LDS Church near the highway.

There were 12 notice letters sent out. The meeting was held on May 4th from 4-6 PM at the Library. There were five attendees. All of them lived west of the site. They didn't generally like the idea of a new pole but several were happy that there would at least be coverage. Several of them are Verizon customers and only one seemed to have coverage he found to be acceptable.

Due to the open range nature of the area, they obviously will see the structure so I let them know we were working on keeping the height down, using a steel-shaft pole instead of a lattice tower and making the structure low-reflective. I did explain that we were locating south and east on the subject property to stay as far from their homes as possible. I let them know that this site is ¼ mile from their homes. While they were not in attendance the owners to the south are supportive of this proposed site.

I have not received any neighbor contacts since the meeting. I've included the notice, map of notified properties, mailing labels and sign-in sheet in my submittal package. I also let them know at the meeting that this proposal would go to public hearing for the Use Permit.

Regulatory Information

Due to the structure height at 125' and the fact the site is more than 5 miles from the nearest airport this site does not require registration with the FAA.

All carriers on this site, including Verizon, are required to have valid FCC licenses to operate equipment at this location. Verizon currently has many active licenses within Apache County and these will be the same technologies and frequencies authorized under their existing FCC licenses.

As part of any new site we complete a full NEPA review which includes Archaeology, Biology, SHPO, TCNS and tribal reviews. That was completed in late May.

Conclusion

This type of facility requires a Conditional Use Permit in Apache County. This proposal meets the letter and intent of the Ordinance and SBA is requesting a Conditional Use Permit for this proposed site for the maximum length of time available. This site will benefit residents and visitors in this area.

Existing Coverage

Site

Vernon Ave / Vary Rd

61

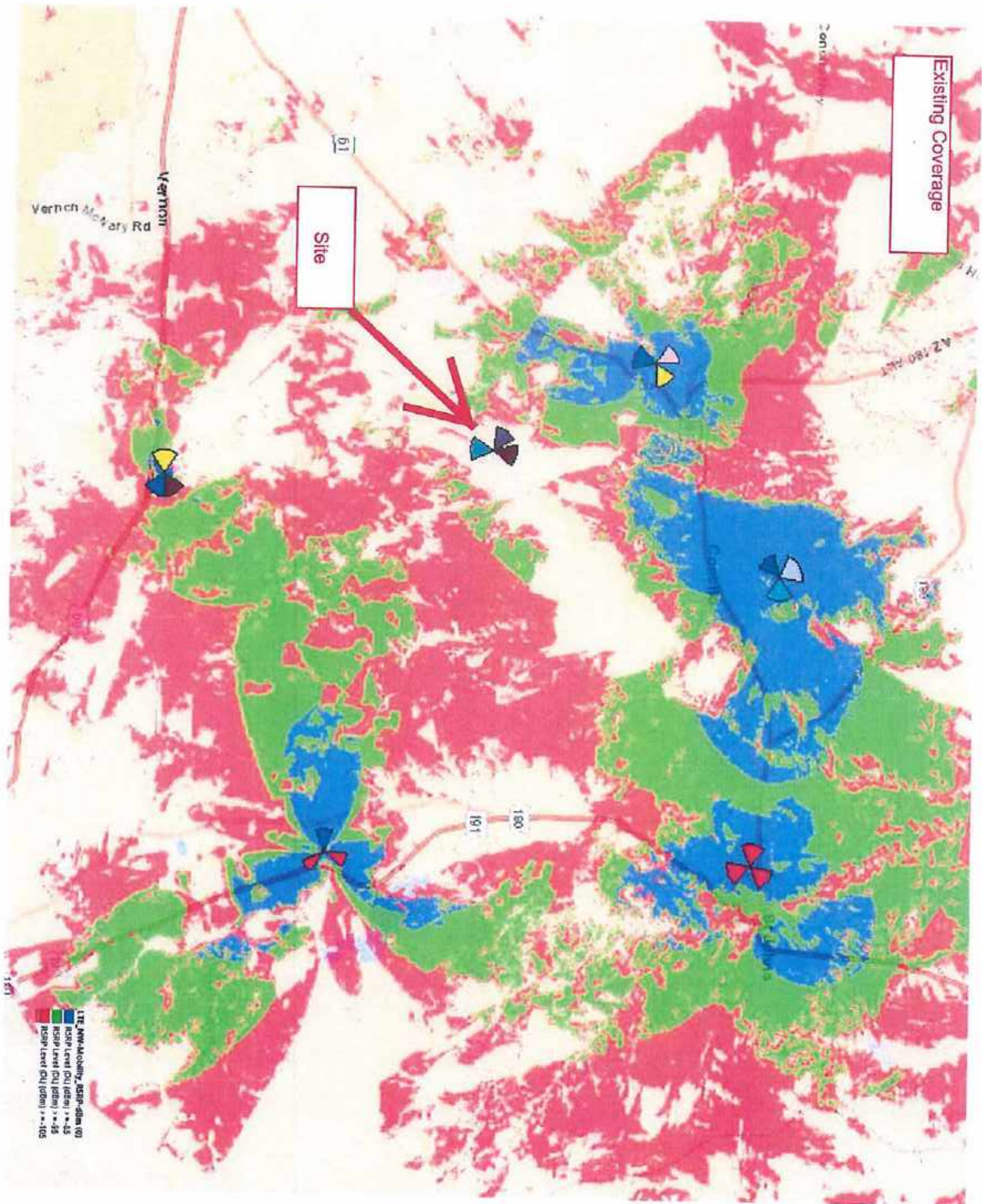
200 ft Contour

AZ 780 PWT

150

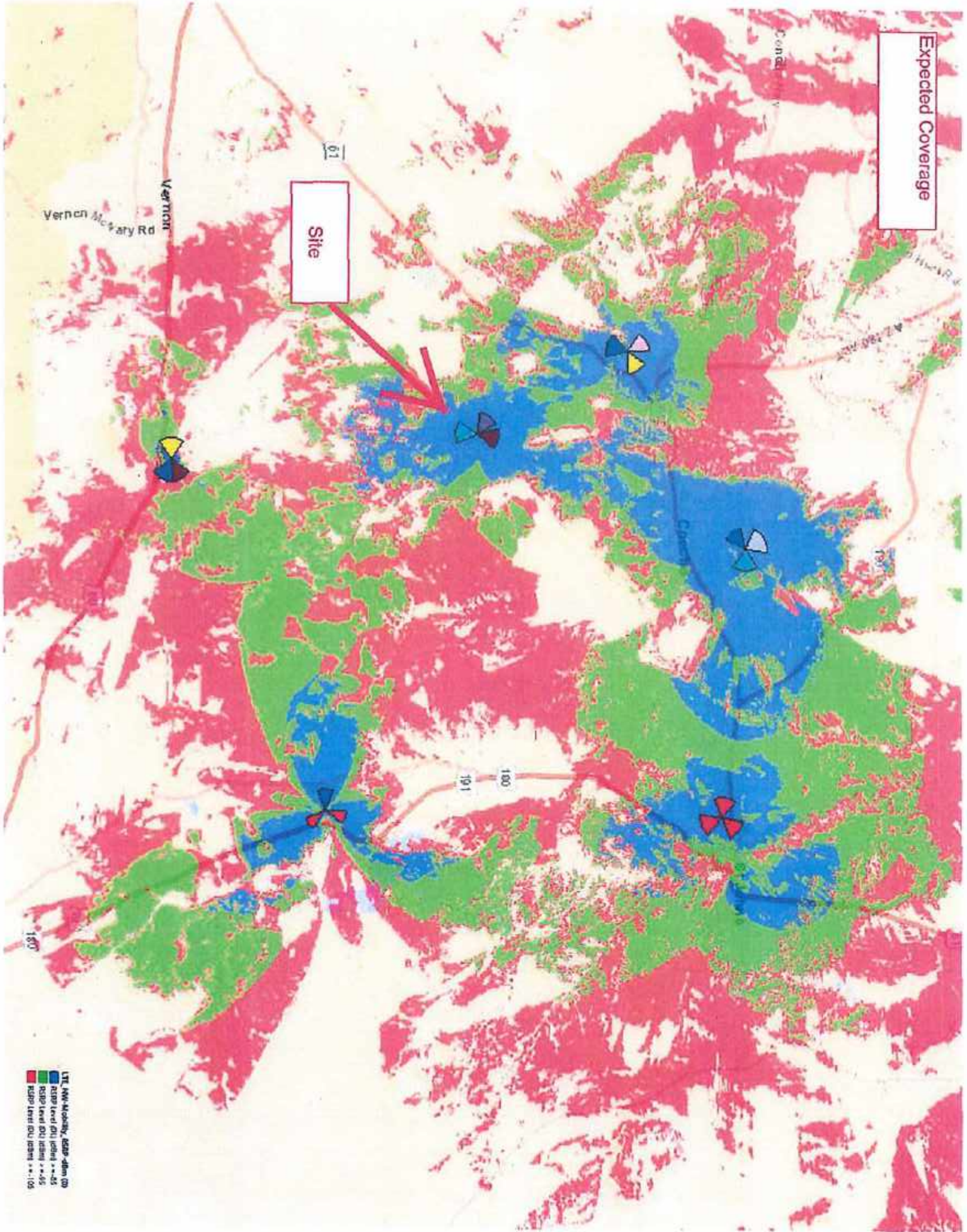
191 180

LTE MVA-Mobility, ASPR-80m (0)
ASPR Level (0) (dbrn) > = 45
ASPR Level (0) (dbrn) > = 55
ASPR Level (0) (dbrn) > = 105



Expected Coverage

Site



LT: NW-McGee, 4250'-4500' (0)
RSP: Level 01: 4500' - 4550'
RSP: Level 02: 4550' - 4600'
RSP: Level 03: 4600' - 4650'

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

10/30/23 *[Signature]*

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

Sit as the Board of Equalization to accept the following Petitions for Notice of Change Valuation determinations heard by Hearing Officer Charles Johnson:

- Acceptance of hearing determination for Richard & Marte Fredley, Parcel 107-06-574.
- Acceptance of hearing determination for John Faulkner Parcel 106-27-008.
- Acceptance of hearing determination for Igor & Christina Ivanoff Parcel 101-48-042B.
- Acceptance of hearing determination for Dave & Judy Johnson Family Trust Parcel 203-23-001C.
- Acceptance of hearing determination for W.L. Reidhead Family Trust, Parcel 101-48-014.
- Acceptance of hearing determination for Donald and Nanette Finch, Parcel 104-68-276.

BOS Meeting Date Requested 11/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: Shu CAL 10/31/23

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

Request approval of demands as distributed to the Apache County Board of Supervisors between October 3, 2023 to November 7, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 11/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Bank Account		Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1118811	09/26/23	Accounts Payable	4IMPRINT	5,472.43	
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NBAZ - Warrant Clearing Account	Check	1118814	09/26/23	Accounts Payable	ALLEGRA	1,793.16	
NBAZ - Warrant Clearing Account	Check	1118816	09/26/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	13,659.92	
NBAZ - Warrant Clearing Account	Check	1118825	09/26/23	Accounts Payable	AZLGEBT	396,085.33	
NBAZ - Warrant Clearing Account	Check	1118826	09/26/23	Accounts Payable	B&R TRUCKING	3,450.00	
NBAZ - Warrant Clearing Account	Check	1118827	09/26/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	2,034.89	
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NBAZ - Warrant Clearing Account	Check	1118850	09/26/23	Accounts Payable	EMPIRE MACHINERY	7,448.43	
NBAZ - Warrant Clearing Account	Check	1118852	09/26/23	Accounts Payable	FLEET PRIDE	1,279.26	
NBAZ - Warrant Clearing Account	Check	1118875	09/26/23	Accounts Payable	FUTURE TIRE	4,203.81	
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NBAZ - Warrant Clearing Account	Check	1118894	09/26/23	Accounts Payable	NICOLL CONSTRUCTION LLC	12,000.00	
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NBAZ - Warrant Clearing Account	Check	1118898	09/26/23	Accounts Payable	QUILL CORP	2,728.98	
NBAZ - Warrant Clearing Account	Check	1118906	09/26/23	Accounts Payable	SCHOOL WEBMASTERS LLC & CIVIC WEBMASTERS	2,574.00	
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NBAZ - Warrant Clearing Account	Check	1118916	09/26/23	Accounts Payable	TEN COW COMPANY INC	5,538.73	
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NBAZ - Warrant Clearing Account	Check	1118923	09/26/23	Accounts Payable	TYLER TECHNOLOGIES INC	6,285.00	
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NBAZ - Warrant Clearing Account	Check	1118957	09/26/23	Accounts Payable	APACHE COUNTY HSA	5,306.05	
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NBAZ - Warrant Clearing Account	Check	1118959	09/26/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	171,213.52	
NBAZ - Warrant Clearing Account	Check	1118960	09/26/23	Accounts Payable	ASRS LEGACY EORP	11,107.92	
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Bank Account	Type	Number	Payment Date	Source	Payee	Amount
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NBAZ - Warrant Clearing Account	Check	1118969	09/26/23	Accounts Payable	EORP LEGACY	3,039.91
NBAZ - Warrant Clearing Account	Check	1118971	09/26/23	Accounts Payable	NATIONWIDE	3,956.25
NBAZ - Warrant Clearing Account	Check	1118973	09/26/23	Accounts Payable	NATIONWIDE TRUST FSB	2,953.80
NBAZ - Warrant Clearing Account	Check	1118975	09/26/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,278.91
NBAZ - Warrant Clearing Account	Check	1118976	09/26/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	10,630.76
NBAZ - Warrant Clearing Account	Check	1118979	09/26/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,355.38
NBAZ - Warrant Clearing Account	Check	1119029	09/27/23	Accounts Payable	JAY YELLOWHORSE	3,113.18
NBAZ - Warrant Clearing Account	Check	1119037	10/03/23	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	40,498.67
NBAZ - Warrant Clearing Account	Check	1119040	10/03/23	Accounts Payable	ALLEGRA	1,196.02
NBAZ - Warrant Clearing Account	Check	1119042	10/03/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	13,968.08
NBAZ - Warrant Clearing Account	Check	1119046	10/03/23	Accounts Payable	APACHE COUNTY SHERIFF'S POSSE	7,500.00
NBAZ - Warrant Clearing Account	Check	1119047	10/03/23	Accounts Payable	ARDURRA (FORMERLY WOODSON ENGINEERING & SURVEYING)	5,000.00
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NBAZ - Warrant Clearing Account	Check	1119070	10/03/23	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	3,063.00
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NBAZ - Warrant Clearing Account	Check	1119088	10/03/23	Accounts Payable	LSQ GROUP HOLDINGS LLC	3,609.84
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NBAZ - Warrant Clearing Account	Check	1119096	10/03/23	Accounts Payable	NTUA WIRELESS, LLC	5,220.02
NBAZ - Warrant Clearing Account	Check	1119102	10/03/23	Accounts Payable	PINAL COUNTY ARIZONA	24,984.00
NBAZ - Warrant Clearing Account	Check	1119103	10/03/23	Accounts Payable	QUILL CORP	4,944.93
NBAZ - Warrant Clearing Account	Check	1119105	10/03/23	Accounts Payable	READING TRUCK EQUIPMENT LLC	3,985.16
NBAZ - Warrant Clearing Account	Check	1119106	10/03/23	Accounts Payable	RHINEHART OIL CO	17,139.00
NBAZ - Warrant Clearing Account	Check	1119107	10/03/23	Accounts Payable	RIGG LAW FIRM PLLC	5,000.00
NBAZ - Warrant Clearing Account	Check	1119109	10/03/23	Accounts Payable	RUSH TRUCK CENTER	3,443.25
NBAZ - Warrant Clearing Account	Check	1119111	10/03/23	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	1,091.00
NBAZ - Warrant Clearing Account	Check	1119112	10/03/23	Accounts Payable	RONALD J SCAVUZZO	2,925.00
NBAZ - Warrant Clearing Account	Check	1119113	10/03/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,780.52
NBAZ - Warrant Clearing Account	Check	1119121	10/03/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	1,155.73
NBAZ - Warrant Clearing Account	Check	1119124	10/03/23	Accounts Payable	DALE SHAWN TAYLOR	5,000.00
NBAZ - Warrant Clearing Account	Check	1119125	10/03/23	Accounts Payable	THE AARONS COMPANY LLC	3,000.00

Bank Account		Type	Number	Payment Date	Source	Payee	Amount
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NBAZ - Warrant Clearing Account	Check	1119180	10/03/23	Accounts Payable	ANTONY C NOTAH	1,243.33	
NBAZ - Warrant Clearing Account	Check	1119186	10/03/23	Accounts Payable	FRANCHESCA ROMERO	1,881.04	
NBAZ - Warrant Clearing Account	Check	1119188	10/03/23	Accounts Payable	CHERYL STRADLING	1,254.91	
NBAZ - Warrant Clearing Account	Check	1119195	10/03/23	Accounts Payable	SAMUEL A WOOD	1,366.38	
NBAZ - Warrant Clearing Account	Check	1119198	10/05/23	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	1,400.00	
NBAZ - Warrant Clearing Account	Check	1119199	10/05/23	Accounts Payable	US POSTMASTER	8,000.00	
NBAZ - Warrant Clearing Account	Check	1119201	10/10/23	Accounts Payable	NATIONAL BANK	49,847.88	
NBAZ - Warrant Clearing Account	Check	1119202	10/10/23	Accounts Payable	NATIONAL BANK OF ARIZONA 3040	4,370.87	
NBAZ - Warrant Clearing Account	Check	1119252	10/10/23	Accounts Payable	APACHE COUNTY HSA	5,331.60	
NBAZ - Warrant Clearing Account	Check	1119253	10/10/23	Accounts Payable	APACHE COUNTY MEDICAL	197,792.87	
NBAZ - Warrant Clearing Account	Check	1119254	10/10/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	185,026.95	
NBAZ - Warrant Clearing Account	Check	1119255	10/10/23	Accounts Payable	ASRS LEGACY EORP	11,107.92	
NBAZ - Warrant Clearing Account	Check	1119256	10/10/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	137,472.18	
NBAZ - Warrant Clearing Account	Check	1119261	10/10/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	14,143.41	
NBAZ - Warrant Clearing Account	Check	1119262	10/10/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,194.61	
NBAZ - Warrant Clearing Account	Check	1119264	10/10/23	Accounts Payable	EORP LEGACY	3,039.91	
NBAZ - Warrant Clearing Account	Check	1119266	10/10/23	Accounts Payable	NATIONWIDE	2,980.73	
NBAZ - Warrant Clearing Account	Check	1119268	10/10/23	Accounts Payable	NATIONWIDE TRUST FSB	2,996.80	
NBAZ - Warrant Clearing Account	Check	1119270	10/10/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,278.91	
NBAZ - Warrant Clearing Account	Check	1119271	10/10/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	11,264.56	
NBAZ - Warrant Clearing Account	Check	1119274	10/10/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,355.38	
NBAZ - Warrant Clearing Account	Check	1119280	10/11/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	13,054.48	
NBAZ - Warrant Clearing Account	Check	1119286	10/11/23	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	37,291.54	
NBAZ - Warrant Clearing Account	Check	1119287	10/11/23	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	123,572.09	
NBAZ - Warrant Clearing Account	Check	1119288	10/11/23	Accounts Payable	AZLGEBT	392,225.05	
NBAZ - Warrant Clearing Account	Check	1119289	10/11/23	Accounts Payable	B&R TRUCKING	6,919.51	
NBAZ - Warrant Clearing Account	Check	1119292	10/11/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	2,591.62	
NBAZ - Warrant Clearing Account	Check	1119295	10/11/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,160.07	
NBAZ - Warrant Clearing Account	Check	1119296	10/11/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	30,472.50	
NBAZ - Warrant Clearing Account	Check	1119306	10/11/23	Accounts Payable	CONTINUANT INC	1,385.22	
NBAZ - Warrant Clearing Account	Check	1119307	10/11/23	Accounts Payable	CONTRACT PHARMACY SERVICES INC	10,774.99	
NBAZ - Warrant Clearing Account	Check	1119311	10/11/23	Accounts Payable	DESERT MOUNTAIN CORPORATION	60,252.71	
NBAZ - Warrant Clearing Account	Check	1119317	10/11/23	Accounts Payable	EMPIRE MACHINERY	46,854.81	

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1119318	10/11/23	Accounts Payable	EMPIRE POWER SYSTEMS AND EMPIRE SOUTHWEST LLC	6,292.00
NBAZ - Warrant Clearing Account	Check	1119319	10/11/23	Accounts Payable	EPIC MOTORSPORTS CORP	2,357.88
NBAZ - Warrant Clearing Account	Check	1119343	10/11/23	Accounts Payable	ROBERT JAMES HIGGINS	1,846.25
NBAZ - Warrant Clearing Account	Check	1119344	10/11/23	Accounts Payable	HILLYARD/FLAGSTAFF	4,116.77
NBAZ - Warrant Clearing Account	Check	1119345	10/11/23	Accounts Payable	HOME DEPOT	2,832.28
NBAZ - Warrant Clearing Account	Check	1119346	10/11/23	Accounts Payable	HORNE AUTO CENTER INC	1,160.20
NBAZ - Warrant Clearing Account	Check	1119348	10/11/23	Accounts Payable	INGRAM LIBRARY SERVICES	5,366.44
NBAZ - Warrant Clearing Account	Check	1119349	10/11/23	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	1,477.40
NBAZ - Warrant Clearing Account	Check	1119353	10/11/23	Accounts Payable	KATOM RESTAURANT SUPPLY INC	3,548.17
NBAZ - Warrant Clearing Account	Check	1119356	10/11/23	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	4,672.00
NBAZ - Warrant Clearing Account	Check	1119361	10/11/23	Accounts Payable	MCKESSON MEDICAL SURGICAL	2,222.23
NBAZ - Warrant Clearing Account	Check	1119369	10/11/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,889.21
NBAZ - Warrant Clearing Account	Check	1119372	10/11/23	Accounts Payable	NIELSEN WELL DRILLING	5,550.00
NBAZ - Warrant Clearing Account	Check	1119374	10/11/23	Accounts Payable	O'REILLY AUTO PARTS	4,964.27
NBAZ - Warrant Clearing Account	Check	1119376	10/11/23	Accounts Payable	OVERDRIVE INC	7,288.33
NBAZ - Warrant Clearing Account	Check	1119378	10/11/23	Accounts Payable	PEAK FORENSIC PSYCHOLOGY	2,300.00
NBAZ - Warrant Clearing Account	Check	1119379	10/11/23	Accounts Payable	PFIZER INC	10,974.00
NBAZ - Warrant Clearing Account	Check	1119380	10/11/23	Accounts Payable	PINAL COUNTY ARIZONA	31,230.00
NBAZ - Warrant Clearing Account	Check	1119383	10/11/23	Accounts Payable	POWERSCREEN WESTERN LLC	2,150.00
NBAZ - Warrant Clearing Account	Check	1119385	10/11/23	Accounts Payable	QUALITY CARQUEST	1,476.85
NBAZ - Warrant Clearing Account	Check	1119386	10/11/23	Accounts Payable	QUILL CORP	2,452.38
NBAZ - Warrant Clearing Account	Check	1119387	10/11/23	Accounts Payable	REDW LLC	14,207.50
NBAZ - Warrant Clearing Account	Check	1119389	10/11/23	Accounts Payable	RHINEHART OIL CO	9,814.51
NBAZ - Warrant Clearing Account	Check	1119394	10/11/23	Accounts Payable	SANOFI PASTEUR INC	1,236.76
NBAZ - Warrant Clearing Account	Check	1119395	10/11/23	Accounts Payable	SARATOGA RACK MARKETING LLC	28,078.25
NBAZ - Warrant Clearing Account	Check	1119397	10/11/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,959.12
NBAZ - Warrant Clearing Account	Check	1119402	10/11/23	Accounts Payable	SOUTHERN TIRE MART LLC	5,139.50
NBAZ - Warrant Clearing Account	Check	1119403	10/11/23	Accounts Payable	ST JOHNS CITY	2,283.98
NBAZ - Warrant Clearing Account	Check	1119404	10/11/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	1,013.00
NBAZ - Warrant Clearing Account	Check	1119405	10/11/23	Accounts Payable	STANTEC CONSULTING SERVICES	16,177.26
NBAZ - Warrant Clearing Account	Check	1119406	10/11/23	Accounts Payable	BRIAN STEPHENSON	9,549.00
NBAZ - Warrant Clearing Account	Check	1119407	10/11/23	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	5,950.00
NBAZ - Warrant Clearing Account	Check	1119413	10/11/23	Accounts Payable	THOMSON REUTERS WEST	1,300.99
NBAZ - Warrant Clearing Account	Check	1119416	10/11/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	1,061.09
NBAZ - Warrant Clearing Account	Check	1119417	10/11/23	Accounts Payable	TRINITY SERVICES GROUP INC	18,088.50
NBAZ - Warrant Clearing Account	Check	1119429	10/11/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	1,004.20
NBAZ - Warrant Clearing Account	Check	1119431	10/11/23	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	2,014.59
NBAZ - Warrant Clearing Account	Check	1119434	10/11/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	1,964.81

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1119435	10/11/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,844.73
NBAZ - Warrant Clearing Account	Check	1119461	10/11/23	Accounts Payable	KODY RICHARDSON	1,800.00
NBAZ - Warrant Clearing Account	Check	1119475	10/11/23	Accounts Payable	IVAN D ZHELEV	1,183.57
NBAZ - Warrant Clearing Account	Check	1119476	10/17/23	Accounts Payable	ADHS AZ HEALTH CARE COST	246,400.00
NBAZ - Warrant Clearing Account	Check	1119477	10/17/23	Accounts Payable	ADVANCED AIR SYSTEMS LLC	3,295.00
NBAZ - Warrant Clearing Account	Check	1119482	10/17/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,263.75
NBAZ - Warrant Clearing Account	Check	1119485	10/17/23	Accounts Payable	ASHTONS REPAIR INC	1,533.57
NBAZ - Warrant Clearing Account	Check	1119487	10/17/23	Accounts Payable	B&R TRUCKING	4,140.00
NBAZ - Warrant Clearing Account	Check	1119490	10/17/23	Accounts Payable	BCB INVESTMENTS	2,771.89
NBAZ - Warrant Clearing Account	Check	1119492	10/17/23	Accounts Payable	BIG MIKES RENTAL SALES AND SERVICE	1,906.00
NBAZ - Warrant Clearing Account	Check	1119496	10/17/23	Accounts Payable	BREWER LAW OFFICE PLLC	19,000.00
NBAZ - Warrant Clearing Account	Check	1119503	10/17/23	Accounts Payable	COMMNET WIRELESS LLC	75,000.00
NBAZ - Warrant Clearing Account	Check	1119506	10/17/23	Accounts Payable	DESERT MOUNTAIN CORPORATION	35,250.44
NBAZ - Warrant Clearing Account	Check	1119508	10/17/23	Accounts Payable	DIESEL LAPTOPS LLC	2,793.75
NBAZ - Warrant Clearing Account	Check	1119509	10/17/23	Accounts Payable	DISCOUNT TIRE	1,807.68
NBAZ - Warrant Clearing Account	Check	1119511	10/17/23	Accounts Payable	EMPIRE MACHINERY	5,539.78
NBAZ - Warrant Clearing Account	Check	1119516	10/17/23	Accounts Payable	FRIDGE FREEZE INC	26,214.00
NBAZ - Warrant Clearing Account	Check	1119519	10/17/23	Accounts Payable	FUTURE TIRE	6,498.94
NBAZ - Warrant Clearing Account	Check	1119521	10/17/23	Accounts Payable	GALLAGHER RECLAMATION LLC	5,566.55
NBAZ - Warrant Clearing Account	Check	1119525	10/17/23	Accounts Payable	HAMBLIN LAW OFFICE PLC	10,500.00
NBAZ - Warrant Clearing Account	Check	1119526	10/17/23	Accounts Payable	HD DIESEL LLC	2,750.00
NBAZ - Warrant Clearing Account	Check	1119531	10/17/23	Accounts Payable	INGRAM LIBRARY SERVICES	1,191.78
NBAZ - Warrant Clearing Account	Check	1119540	10/17/23	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	1,978.60
NBAZ - Warrant Clearing Account	Check	1119541	10/17/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,911.88
NBAZ - Warrant Clearing Account	Check	1119543	10/17/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	16,955.93
NBAZ - Warrant Clearing Account	Check	1119544	10/17/23	Accounts Payable	NIELSEN WELL DRILLING	25,618.43
NBAZ - Warrant Clearing Account	Check	1119546	10/17/23	Accounts Payable	PACIFIC PONDEROSA CO INC	19,158.34
NBAZ - Warrant Clearing Account	Check	1119547	10/17/23	Accounts Payable	PAGE STEEL	1,327.55
NBAZ - Warrant Clearing Account	Check	1119548	10/17/23	Accounts Payable	DANA BRYCE PATTERSON	10,500.00
NBAZ - Warrant Clearing Account	Check	1119551	10/17/23	Accounts Payable	PIMA COUNTY MEDICAL	5,000.00
NBAZ - Warrant Clearing Account	Check	1119552	10/17/23	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
NBAZ - Warrant Clearing Account	Check	1119553	10/17/23	Accounts Payable	PLUNKETT'S PEST CONTROL LLC	4,245.60
NBAZ - Warrant Clearing Account	Check	1119555	10/17/23	Accounts Payable	QUILL CORP	3,004.67
NBAZ - Warrant Clearing Account	Check	1119556	10/17/23	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	10,500.00
NBAZ - Warrant Clearing Account	Check	1119557	10/17/23	Accounts Payable	ROADSAFE TRAFFIC SYSTEMS INC	1,258.13
NBAZ - Warrant Clearing Account	Check	1119558	10/17/23	Accounts Payable	RUSH TRUCK CENTER	1,099.85
NBAZ - Warrant Clearing Account	Check	1119562	10/17/23	Accounts Payable	SECURUS TECHNOLOGIES INC	2,957.83
NBAZ - Warrant Clearing Account	Check	1119566	10/17/23	Accounts Payable	SONORA QUEST LABORATORIES	1,184.03

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1119567	10/17/23	Accounts Payable	SPACE EXPLORATION TECHNOLOGIES CORP	2,782.05
NBAZ - Warrant Clearing Account	Check	1119572	10/17/23	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
NBAZ - Warrant Clearing Account	Check	1119574	10/17/23	Accounts Payable	THOMSON REUTERS WEST	1,554.97
NBAZ - Warrant Clearing Account	Check	1119583	10/17/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	3,128.35
NBAZ - Warrant Clearing Account	Check	1119590	10/17/23	Accounts Payable	ALBERT N CLARK	2,635.12
NBAZ - Warrant Clearing Account	Check	1119604	10/17/23	Accounts Payable	SHANNA Y PEARCE	1,222.08
NBAZ - Warrant Clearing Account	Check	1119611	10/19/23	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	5,327.53
NBAZ - Warrant Clearing Account	Check	1119616	10/23/23	Accounts Payable	EMBASSY SUITES PHOENIX TEMPE	5,791.52
NBAZ - Warrant Clearing Account	Check	1119628	10/24/23	Accounts Payable	ALSCO INC	1,201.30
NBAZ - Warrant Clearing Account	Check	1119629	10/24/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,073.58
NBAZ - Warrant Clearing Account	Check	1119630	10/24/23	Accounts Payable	AMERICAN FLAG & POLE CO	9,677.98
NBAZ - Warrant Clearing Account	Check	1119632	10/24/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	1,522.86
NBAZ - Warrant Clearing Account	Check	1119633	10/24/23	Accounts Payable	B&R TRUCKING	7,567.60
NBAZ - Warrant Clearing Account	Check	1119635	10/24/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	1,122.07
NBAZ - Warrant Clearing Account	Check	1119638	10/24/23	Accounts Payable	BOUND TREE MEDICAL LLC	5,431.92
NBAZ - Warrant Clearing Account	Check	1119639	10/24/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	60,603.66
NBAZ - Warrant Clearing Account	Check	1119641	10/24/23	Accounts Payable	CAPFIRST EQUIPMENT FINANCE INC	114,099.66
NBAZ - Warrant Clearing Account	Check	1119645	10/24/23	Accounts Payable	COURTESY CHEVROLET	282,425.20
NBAZ - Warrant Clearing Account	Check	1119648	10/24/23	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	9,497.50
NBAZ - Warrant Clearing Account	Check	1119652	10/24/23	Accounts Payable	DELL COMPUTER CORPORATION	5,946.20
NBAZ - Warrant Clearing Account	Check	1119653	10/24/23	Accounts Payable	DESERT MOUNTAIN CORPORATION	7,202.85
NBAZ - Warrant Clearing Account	Check	1119654	10/24/23	Accounts Payable	EMPIRE MACHINERY	511,072.70
NBAZ - Warrant Clearing Account	Check	1119655	10/24/23	Accounts Payable	FLEET PRIDE	2,411.26
NBAZ - Warrant Clearing Account	Check	1119656	10/24/23	Accounts Payable	FRONTIER	1,580.22
NBAZ - Warrant Clearing Account	Check	1119672	10/24/23	Accounts Payable	FUTURE TIRE	5,119.39
NBAZ - Warrant Clearing Account	Check	1119675	10/24/23	Accounts Payable	HATCH CONSTRUCTION	28,803.85
NBAZ - Warrant Clearing Account	Check	1119676	10/24/23	Accounts Payable	KLINT HEAP	1,427.10
NBAZ - Warrant Clearing Account	Check	1119678	10/24/23	Accounts Payable	HILLYARD/FLAGSTAFF	1,391.07
NBAZ - Warrant Clearing Account	Check	1119692	10/24/23	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	2,100.00
NBAZ - Warrant Clearing Account	Check	1119694	10/24/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,319.14
NBAZ - Warrant Clearing Account	Check	1119696	10/24/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	5,728.40
NBAZ - Warrant Clearing Account	Check	1119698	10/24/23	Accounts Payable	O'REILLY AUTO PARTS	1,415.25
NBAZ - Warrant Clearing Account	Check	1119702	10/24/23	Accounts Payable	QUILL CORP	1,383.07
NBAZ - Warrant Clearing Account	Check	1119703	10/24/23	Accounts Payable	RHINEHART OIL CO	25,980.29
NBAZ - Warrant Clearing Account	Check	1119704	10/24/23	Accounts Payable	RUSH TRUCK CENTER	1,349.20
NBAZ - Warrant Clearing Account	Check	1119706	10/24/23	Accounts Payable	SARATOGA RACK MARKETING LLC	27,456.35
NBAZ - Warrant Clearing Account	Check	1119708	10/24/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,612.15
NBAZ - Warrant Clearing Account	Check	1119714	10/24/23	Accounts Payable	US POSTMASTER	1,000.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1119716	10/24/23	Accounts Payable	VERIZON WIRELESS	1,842.93
NBAZ - Warrant Clearing Account	Check	1119718	10/24/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	1,035.50
NBAZ - Warrant Clearing Account	Check	1119720	10/24/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,380.78
NBAZ - Warrant Clearing Account	Check	1119744	10/24/23	Accounts Payable	APACHE COUNTY HSA	5,291.60
NBAZ - Warrant Clearing Account	Check	1119745	10/24/23	Accounts Payable	APACHE COUNTY MEDICAL	199,446.10
NBAZ - Warrant Clearing Account	Check	1119746	10/24/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	167,480.89
NBAZ - Warrant Clearing Account	Check	1119749	10/24/23	Accounts Payable	ASRS LEGACY EORP	11,107.92
NBAZ - Warrant Clearing Account	Check	1119750	10/24/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	136,018.94
NBAZ - Warrant Clearing Account	Check	1119751	10/24/23	Accounts Payable	MARLEITA BEGAY	1,093.99
NBAZ - Warrant Clearing Account	Check	1119753	10/24/23	Accounts Payable	SHANE LEO BODIE	1,881.18
NBAZ - Warrant Clearing Account	Check	1119759	10/24/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	14,426.15
NBAZ - Warrant Clearing Account	Check	1119760	10/24/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,243.15
NBAZ - Warrant Clearing Account	Check	1119762	10/24/23	Accounts Payable	EORP LEGACY	3,039.91
NBAZ - Warrant Clearing Account	Check	1119774	10/24/23	Accounts Payable	NATIONWIDE	3,083.67
NBAZ - Warrant Clearing Account	Check	1119776	10/24/23	Accounts Payable	NATIONWIDE TRUST FSB	3,021.52
NBAZ - Warrant Clearing Account	Check	1119784	10/24/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,278.91
NBAZ - Warrant Clearing Account	Check	1119785	10/24/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	10,760.44
NBAZ - Warrant Clearing Account	Check	1119789	10/24/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,355.38
NBAZ - Warrant Clearing Account	Check	1119790	10/24/23	Accounts Payable	MICHAEL B WHITTING	3,263.00
NBAZ - Warrant Clearing Account	Check	1119818	10/26/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	24,967.66

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

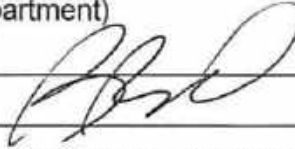
date/time stamp

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

County Manager _____

Date/Signature: _____

10/23/23



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

Request approval of minutes dated October 3, 2023.

BOS Meeting Date Requested 11/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

October 3, 2023
St. Johns, Arizona

Present were, Chairman Alton Joe Shepherd, Vice Chairman Nelson Davis and Supervisor Joe Shirley, Jr. Also present was Clerk of the Board/County Manager Ryan N. Patterson and Chief Deputy County Attorney Celeste Robertson.

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

Timothy Hinton gave the invocation.

Liz Castillo led the Pledge of Allegiance.

Chairman Shepherd called for the Health District items.

Kimberly Cole, Health Director, requested approval of an Intergovernmental Agreement Amendment #4 to Contract CTR050593 for the Health Start Program. Ms. Cole stated the amendment changes from a fixed price to cost reimbursement, effective July 1, 2023. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimously approved.

Kimberly Cole, Health Director, requested approval of Intergovernmental Agreement #1 to Contract CTR059345 (Senate Bill 1847 Funding) that will replace the price sheet and extends the end date to June 30, 2027. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimously approved.

Kimberly Cole, Health Director, requested approval of the Agreement with North Country Healthcare for the Well Woman HealthCheck Program. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimously approved.

Mr. Shirley moved to adjourn the Health District meeting, seconded by Mr. Davis. Vote was unanimously approved.

Chairman Shepherd called for the regular agenda items.

The Board sat as the Board of Equalization to accept the following Petitions for Review of Real Property Valuation determinations heard by Hearing Officer Charles Johnson on September 20, 2023: Acceptance of hearing determination of Petition for Review of Real Property Valuation for George Richardson, Parcel 106-27-065 and acceptance of hearing determination of Petition for Review of Real Property Valuation for Lot Slade, Parcel 104-11-002. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson requested approval of Consent Agenda items A-I and recommended approval. **Mr. Shirley moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board:

A. Request approval of demands as distributed to the Apache County Board of Supervisors between September 5, 2023, to October 3, 2023. Demands are payments made, or to be made, by the County. Payee Amount ALLEGRA \$52389.29 ALSCO INC \$1094.51 AMAZON CAPITAL SERVICES INC \$4762.44 AMIGO CHRYSLER DODGE JEEP RAM \$2586.06 AXON ENTERPRISE INC \$68292.76 AZ SUPREME COURT \$2088.97 AZ SUPREME COURT \$22766.21 BAUMAN HOME AND AUTO INC (CARQUEST) \$3820.38 BEACON FIRE AND SECURITY LLC \$1328.00 BRAD HALL & ASSOCIATES INC \$60185.80 John Lucas COMMUNITY BROADBAND ADVOCATES LLC \$28860.38 DESERT MOUNTAIN CORPORATION \$21766.25 EMPIRE MACHINERY \$2472.52 CAROLINE H FEATHERHAT \$1034.82 FRONTIER \$4152.54 FRONTIER \$1510.70 FUTURE TIRE \$6955.00 GLAXO SMITHKLINE PHARMACY \$1832.23 HATCH CONSTRUCTION \$2224.42 HIGH COUNTRY SIGNS LLC \$1804.00 KARPEL COMPUTER SYSTEMS INC \$2182.00 LSQ GROUP HOLDINGS LLC \$3520.17 MCCOOK BOILER AND PUMP COMPANY \$1315.00 NAPA \$2177.62 NAVOPACHE ELECTRIC COOPERATIVE \$2597.08 NTUA WIRELESS, LLC \$5220.02 PEARCE READY MIX \$1600.00 PSYCHOLOGICAL AND CONSULTING SERVICES \$3000.00 QUILL CORP \$3756.67 RDO EQUIPMENT CO \$2327.67 KODY RICHARDSON \$1133.10 RIGG LAW FIRM PLLC \$5000.00 ROBERTS TIRE SALES INC \$2849.14 RUSH TRUCK CENTER \$6362.42 SECURUS TECHNOLOGIES INC \$2195.27 SOUTHERN TIRE MART LLC \$1096.00 STANTEC CONSULTING SERVICES \$32606.36 DALE SHAWN TAYLOR \$5000.00 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY \$1268.34 TYLER TECHNOLOGIES INC \$1930.00 VERIZON WIRELESS \$1683.14 WHITE MOUNTAIN COMMUNICATIONS \$1044.28 ASHTONS REPAIR INC \$1042.13 AZLGEBT \$7145.00 CREDITRON CORPORATION \$6301.47 SAFELITE AUTO GLASS \$1502.06 LEHI MONTIERTH \$3083.07 APACHE COUNTY TAX WITHHOLDING \$185165.87 ASRS LEGACY EORP \$11107.92 AZ STATE RETIREMENT SYSTEM \$137754.19 CORRECTIONS OFFICER RET PLAN \$13668.37 CORRECTIONS OFFICER RETIREMENT PLAN 520 \$1194.60 EORP LEGACY \$3039.91 NATIONWIDE \$2896.06 NATIONWIDE TRUST FSB \$2950.66 PUBLIC SAFETY PERSONNEL 401 \$15278.91 PUBLIC SAFETY SHERIFF RET \$11975.70 BLUE RIBBON AWARDS \$6483.42 KGAK RADIO \$1847.20 KTNN RADIO STATION \$1696.00 ADVANCED CORRECTIONAL HEALTHCARE INC \$39086.01 ALLEGRA \$9307.23 AMAZON CAPITAL SERVICES INC \$10652.74 AMIGO CHEVROLET \$3145.01 AMIGO CHRYSLER DODGE JEEP RAM \$1381.43 APACHE COUNTY FAIR \$25000.00 ASHTONS REPAIR INC \$1140.39 AZ DEPT OF RISK MANAGEMENT \$1202.55 AZ SUPREME COURT \$3173.47 AZ SUPREME COURT \$2483.58 AZ SUPREME COURT \$7500.00 B&R TRUCKING \$10480.69 BAUMAN HOME AND AUTO INC (CARQUEST) \$1312.24 BOB BARKER COMPANY INC \$3385.00 CDW GOVERNMENT LLC \$4052.39 CENTRAL RESTAURANT PRODUCTS \$1411.75 CONTINUANT INC \$2770.26 CONTRACT PHARMACY SERVICES INC \$3923.73 CREATIVE MULTIMEDIA INC (CMI) \$10983.75 CREATIVE MULTIMEDIA INC (CMI) \$1993.75 DELL COMPUTER CORPORATION \$2218.19 DESERT MOUNTAIN CORPORATION \$29847.59 EKOS \$2306.20 EMPIRE MACHINERY \$7442.51 FUTURE TIRE \$8105.58 GLAXO SMITHKLINE PHARMACY \$4938.16 GOLIGHTLY TIRE \$5746.62 DARYL GREER \$1492.55 HD SUPPLY CONTRUCTION AND INDUSTRIAL WHITE CAP \$1979.51 ROBERT JAMES

HIGGINS \$1665.93 HILLYARD/FLAGSTAFF \$1794.91 HOME DEPOT \$1821.35 INGRAM LIBRARY SERVICES \$4814.83 MOUNTAIN COMFORT HEATING AND COOLING \$2627.65 NAVAJO TIMES PUBLISHING COMPANY INC \$1978.60 NAVAJO TRIBAL UTILITY AUTHORITY \$1246.39 O'REILLY AUTO PARTS \$1924.94 OWENS PRODUCTS INC \$1954.00 DOUGLAS LANCE PEARCE \$1016.64 QUALITY CARQUEST \$2126.98 QUILL CORP \$2645.37 REAL TIME SOLUTIONS \$2789.63 RHINEHART OIL CO \$22453.48 RUSH TRUCK CENTER \$37882.59 SALT RIVER PROJECT - SRP - MARS \$1091.00 SANOFI PASTEUR INC \$2933.55 SECURUS TECHNOLOGIES INC \$1656.37 SOUTHERN TIRE MART LLC \$10475.50 BRIAN STEPHENSON \$9549.00 SUN RIDGE SYSTEMS, INC \$2030.00 THE AARONS COMPANY LLC \$3000.00 TRINITY SERVICES GROUP INC \$19733.28 WHITE MOUNTAIN STEEL LLC \$2103.54 WRIGHT EXPRESS FSC WEX \$4508.62 YAZZIE'S AUTO PARTS INC \$5064.19 JAY YELLOWHORSE \$1602.60 HON-DAH RESORT & CASINO \$4801.80 NATIONAL BANK \$20154.65 NATIONAL BANK OF ARIZONA 3040 \$3307.74 APACHE COUNTY HSA \$5356.05 APACHE COUNTY MEDICAL \$195491.27 APACHE COUNTY TAX WITHHOLDING \$183811.31 ASRS LEGACY EORP \$11107.92 AZ STATE RETIREMENT SYSTEM \$140556.35 CORRECTIONS OFFICER RET PLAN \$15094.96 CORRECTIONS OFFICER RETIREMENT PLAN 520 \$1259.86 EORP LEGACY \$3039.91 NATIONWIDE \$4363.09 NATIONWIDE TRUST FSB \$25453.80 PUBLIC SAFETY PERSONNEL 401 \$15278.91 PUBLIC SAFETY SHERIFF RET \$13009.43 SUPPORT PAYMENT CLEARINGHOUSE \$1057.50 AMAZON CAPITAL SERVICES INC \$6946.23 AXON ENTERPRISE INC \$18942.50 AZ COUNTIES INSURANCE POOL \$1403.18 AZ SUPREME COURT \$1241.79 B&R TRUCKING \$7688.01 BAUMAN HOME AND AUTO INC (CARQUEST) \$3229.65 BRAD HALL & ASSOCIATES INC \$30993.78 CATERPILLAR FINANCIAL SERVICES CORPORATION \$92124.15 CHARM-TEX \$3225.12 COURTESY CHEVROLET \$61048.80 EKOS \$4200.00 FUTURE TIRE \$11077.95 GALL'S INC \$1032.41 LAW OFFICE OF MICHAEL S PENROD PLC \$5512.00 LSQ GROUP HOLDINGS LLC \$8118.67 NAPA \$1689.71 NAVOPACHE ELECTRIC COOPERATIVE \$12251.32 OVERDRIVE INC \$1019.81 PACIFIC PONDEROSA CO INC \$1177.46 PAVEMENT SEALANTS & SUPPLY INC \$4162.62 QUILL CORP \$2860.51 RHINEHART OIL CO \$2557.14 RUSH TRUCK CENTER \$1971.79 SECURUS TECHNOLOGIES INC \$1794.13 SONORA QUEST LABORATORIES \$1160.10 THOMSON REUTERS WEST \$5603.14 SAMUEL A WOOD \$1211.47 FAYE WURSTNER-REAGAN \$1108.00 YAZZIE'S AUTO PARTS INC \$3358.67 AMAZON CAPITAL SERVICES INC \$12474.57 AZ DEPT OF HEALTH SERVICES \$1325.00 B&R TRUCKING \$3450.00 BACKWOODS TEES \$1326.18 BAUMAN HOME AND AUTO INC (CARQUEST) \$1187.42 BRAD HALL & ASSOCIATES INC \$31597.16 BREWER LAW OFFICE PLLC \$8500.00 CDW GOVERNMENT LLC \$6475.47 CONTINUANT INC \$3343.06 CORDANT HEALTH SOLUTIONS \$2799.04 COURTESY CHEVROLET \$57761.62 CRESCENT ELECTRIC SUPPLY CO \$4561.57 DIAMONDBACK POLICE SUPPLY CO INC \$1848.33 EMPIRE MACHINERY \$2903.56 EPIC MOTORSPORTS CORP \$2673.49 FERRELL GAS \$1498.12 FLEET PRIDE \$1569.31 FRONTIER \$4257.28 FRONTIER \$1548.98 FUTURE TIRE \$3270.69 GK INVESTIGATIONS \$1084.00 GLAXO SMITHKLINE PHARMACY \$11036.19 HAMBLIN LAW OFFICE PLC \$8500.00 HANCOCK COMPREHENSIVE DENTISTRY \$1643.00 KLINT HEAP \$1508.07 HIGH COUNTRY SIGNS LLC \$1496.00 HUGHES SUPPLY INC (LAKESIDE) \$1862.93 LAWSON PRODUCTS INC \$1214.82 LESUEUR ADVANCE

AUTOMOTIVE LLC \$3293.53 NAVAJO TIMES PUBLISHING COMPANY INC \$1978.60 NAVOPACHE ELECTRIC COOPERATIVE \$15409.83 DANA BRYCE PATTERSON \$8500.00 PIMA COUNTY MEDICAL \$2500.00 PITNEY BOWES \$3316.30 POWERSCREEN WESTERN LLC \$1221.30 R JOHN R JOHN LEE ATTORNEY AT LAW \$8500.00 REDW LLC \$36747.50 RHINEHART OIL CO \$27490.99 RUSH TRUCK CENTER \$3665.48 SANOFI PASTEUR INC \$14055.29 SEALMASTER ARIZONA \$35272.62 SECURUS TECHNOLOGIES INC \$1702.21 ST JOHNS CITY \$2985.53 SUMMIT FUNERAL HOME \$1347.08 SUMMIT HEALTHCARE ASSOCIATION INC \$6850.00 VERIZON WIRELESS \$1535.51 WHITE MOUNTAIN REGIONAL MEDICAL CENTER \$3744.54 TYRON JENSEN \$1269.30

Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated September 5, 2023 and September 25, 2023. C. Request approval to amend the 2023-2024 Tax Levy resolution. D. Request approval to amend the current Indigent Defense Attorney Contract with the current contractors. Engineering Department: E. Request approval to purchase three (3) International water trucks, utilizing State Contract Omina #212816-01, using District III funds, not to exceed \$512,465. Election Department: F. Request approval of all Drop Boxes, Ballot Replacement Centers, and Election Board for the upcoming November 7, 2023 Election. Community Development: G. Request approval of a Conditional Use Permit allowing State 48 Development Consulting to construct a 195-foot Monopole Wireless Communications Facility with ground equipment enclosed within a 200 by 200-foot compound. The property is located 7 miles east of Springerville, AZ on highway 60. A.P.N. 105-29-001. Section 14; Township 9N; Range 30E. The Planning and Zoning Commission recommended unanimous approval September 7, 2023. H. Request approval of a Conditional Use Permit allowing Vertical Bridge BTS II, LLC to construct a 199-foot multi-carrier Wireless Communications Facility with ground equipment and solar photovoltaic system enclosed within a 100 by 200-foot compound. The proposed location is on approximately 15-acre portion of a 160-acre parcel, located north of the highway at mile marker 392.4 E. US Highway 60 Springerville, AZ. A.P.N. 105-33-001. Section 30; Township 9N; Range 30E. The Planning and Zoning Commission recommended unanimous approval September 7, 2023. I. Request approval for a Change of Zoning Regulations allowing David Lofquist to rezone his 3.9 +/- acre parcel from GA-2 (Greer Agricultural, 2-acre minimum) to GR-1 (Greer residential, 1-acre minimum) for future land division, sale, and development. The subject property is located at 139 Main St., Greer, AZ. A.P.N. 102-07-004H. Section 11; Township 7N; Range 27E. The Planning and Zoning Commission recommended unanimous approval September 7, 2023. Vote was unanimous for Consent Items A-I.

Troy Czarnyszka, on behalf of Superior Court, requested approval of the FY24 Fill the Gap Grant Application in the amount of \$31,095.90. Mr. Czarnyszka stated the funds are generated from court fines and fees and set aside for necessary court operations within Apache County. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimously approved.

Ferrin Crosby, County Engineering Department: Discussion and possible approval to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for Highway Safety Improvement Program projects. Mr. Crosby stated the projects are located at the intersection of County Road 5020 & U.S. 180A and the intersection of County Road 2108 & U.S. 191. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimously approved.

Steve Kizer, Information Technology Director, requested approval to enter into an Agreement with the Arizona Department of Homeland Security to receive services under the State and Local Cybersecurity Grant Program. Mr. Kizer stated the County will be consenting to receive services in lieu of funding under the grant program. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimously approved.

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

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

Approved this 7th day of November, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

10/23/23



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

Request approval of the 2024 Board of Supervisors' meeting schedule.

BOS Meeting Date Requested 11/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

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

NELSON DAVIS
VICE CHAIRMAN OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 859

PUBLIC NOTICE

Apache County Board of Supervisors, Flood Control District, Library District, Public Health Services District, Jail District and Juvenile Jail District meetings are normally held the first Tuesday of each month at 8:30 a.m. (MST) with the exception of Monday, August 19 and Tuesday November 12, 2023. Meetings are held in the Board of Supervisors meeting room, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona with the exception of the following meeting: *April 2, 2024, held at the Ganado Road Yard Conference Room, Highway 264, Mile Marker 446.8, Ganado, Arizona. Dates of regular Board of Supervisors meetings for 2024:

TUESDAY, JANUARY 2, 2024

TUESDAY, FEBRUARY 6, 2024

TUESDAY, MARCH 5, 2024

*TUESDAY, APRIL 2, 2024

TUESDAY, MAY 7, 2024

TUESDAY, JUNE 4, 2024

TUESDAY, JULY 2, 2024

MONDAY, AUGUST 19, 2024

TUESDAY, SEPTEMBER 3, 2024

TUESDAY, OCTOBER 1, 2024

TUESDAY, NOVEMBER 12, 2024

TUESDAY, DECEMBER 3, 2024

Notice of all regular and special meetings will be posted at least twenty-four (24) hours prior to the meetings at the County Courthouse and the County Annex Building, St. Johns, Arizona and on the county website at www.apachecountyaz.gov.

Date of Approval

Ryan N. Patterson
County Manager/Clerk of the Board

2024 APACHE COUNTY HOLIDAYS


<u>HOLIDAYS</u>	<u>2024 DATE</u>
January 1, "New Year's Day"	MONDAY, JANUARY 1
3 rd Monday in January, "Martin Luther King, Jr./Civil Rights Day"	MONDAY, JANUARY 15
3 rd Monday in February, "Lincoln/Washington President's Day"	MONDAY, FEBRUARY 19
Last Monday in May, "Memorial Day"	MONDAY, MAY 27
July 4, "Independence Day"	THURSDAY, JULY 4
1 st Monday in September, "Labor Day"	MONDAY, SEPTEMBER 2
2 nd Monday in October, "Columbus Day"	MONDAY, OCTOBER 14
November 11, "Veterans Day"	MONDAY, NOVEMBER 11
4 th Thursday in November "Thanksgiving Day"	THURSDAY, NOVEMBER 28
December 25, "Christmas Day"	MONDAY, DECEMBER 25

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District 2

Date/Signature: 10/30/22 

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

Request Approval to purchase New Super 16 Dump truck
utilizing Omnia Contract 21816-01 from Empire Truck & Trailer
BOS Meeting Date Requested 11/7 for \$307,301.25 using District 2 Funds

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



EMPIRE TRUCK AND TRAILER

840 N. 43rd Avenue
 Phoenix, AZ 85009
 602-627-5721 / Phone
 602-627-5719 / Fax
 www.empirecat.com

Quote-Sales Order

Customer:
Apache County

Date: 10/30/23

Quote: -

Contact: John Harris

Quote Expires: 09/29/23

Phone:

Est. Delivery Date:

Fax: -

This Sale Is FOB: Phoenix, AZ

Cell: -

Email: jharris@co.apache.az.us

Stock # **Stock**

Qty	Description	Unit Price	Extension
1	New 2024 Peterbilt 567 Simple 16 Dump Truck		295,000.00
	Vin# TBD		
	Specifications have been provided		
	Freight Incoming		3,500.00
			-
			-

 John Harris
 Apache County
 Apache County

 Date

 Empire Truck and Trailer
 Salesperson Mike Shannon
 Greg Smith

 Date

 Empire Truck and Trailer
 Approved

 Date

Order requires approval by manager of selling firm.

Subtotal	\$ 298,500.00
Omnia Contract 212816-01 (5%)	\$ (14,750.00)
Trade-In Value	\$ -
State Sales Tax (8.3%)	\$ 23,551.25
Doc Fee	\$ -
Prep Fee	\$ -
License Fee	\$ -
Down Payment	\$0.00
Total	\$ 307,301.25

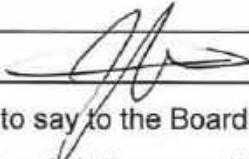
AZ Form 5000 is required before release of equipment on all tax exempt sales.
 Dealer is not responsible for factory lead time changes and/or delays. License to be determined at delivery time.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District II

Date/Signature: 11/1/23 

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

Request approval to purchase a Day Cab Tractor utilizing Omnia Contract #212816-01 from Empire Trucks and Trailers in the amount of \$180,049, using District II funds.

BOS Meeting Date Requested 11/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



EMPIRE TRUCK AND TRAILER

840 N. 43rd Avenue
 Phoenix, AZ 85009
 602-627-5721 / Phone
 602-627-5719 / Fax
 www.empirecat.com

Quote-Sales Order

Customer:

Apache County

Date: 10/30/23

Quote: -

Contact: John Harris

Phone:

Fax: -

Cell: -

Email: jharris@co.apache.az.us

Quote Expires: 11/30/23

Est. Delivery Date:

This Sale Is FOB: Phoenix, AZ

Stock # T103095

Qty	Description	Unit Price	Extension
1	Used 2022 Kenworth T880 Day Cab Tractor		175,000.00
	Vin# 1XKZD40X4NJ107462		
	See attached PDF file		
			-
			-

 John Harris
 Apache County
 Apache County

 Date

 Empire Truck and Trailer
 Salesperson Mike Shannon
 Greg Smith

 Date

 Empire Truck and Trailer
 Approved

Order requires approval by manager of selling firm.

Subtotal	\$ 175,000.00
Omnia Contract 212816-01 (5%)	\$ (8,750.00)
Trade-In Value	\$ -
State Sales Tax (8.3%)	\$ 13,798.75
Doc Fee	\$ -
Prep Fee	\$ -
License Fee	\$ -
Down Payment	\$0.00
Total	\$ 180,048.75

AZ Form 5000 is required before release of equipment on all tax exempt sales.
 Dealer is not responsible for factory lead time changes and/or delays. License to be determined at delivery time.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Supervisor Alton Shepherd

Date/Signature: _____



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

District II: Request authorization to eliminate the positions of Administrative Assistant III (Range 34) and Logistics & Support Services Manager (Range 51), to create the positions of Administrative Assistant I (Range 26) and Administrative Coordinator (Range 42), and to hire within the salary ranges.

BOS Meeting Date Requested: _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____



Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Supervisor Alton Joe Shepherd

Date/Signature: _____



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

District II: Request the Board of Supervisors approval of a new lease with the Navajo Nation for a 2.36 square acre lease behind and south of the Ganado Chapter. The Ganado Chapter passed resolution #GAN-057-2018 in support of the new lease.

BOS Meeting Date Requested: 11/07/2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

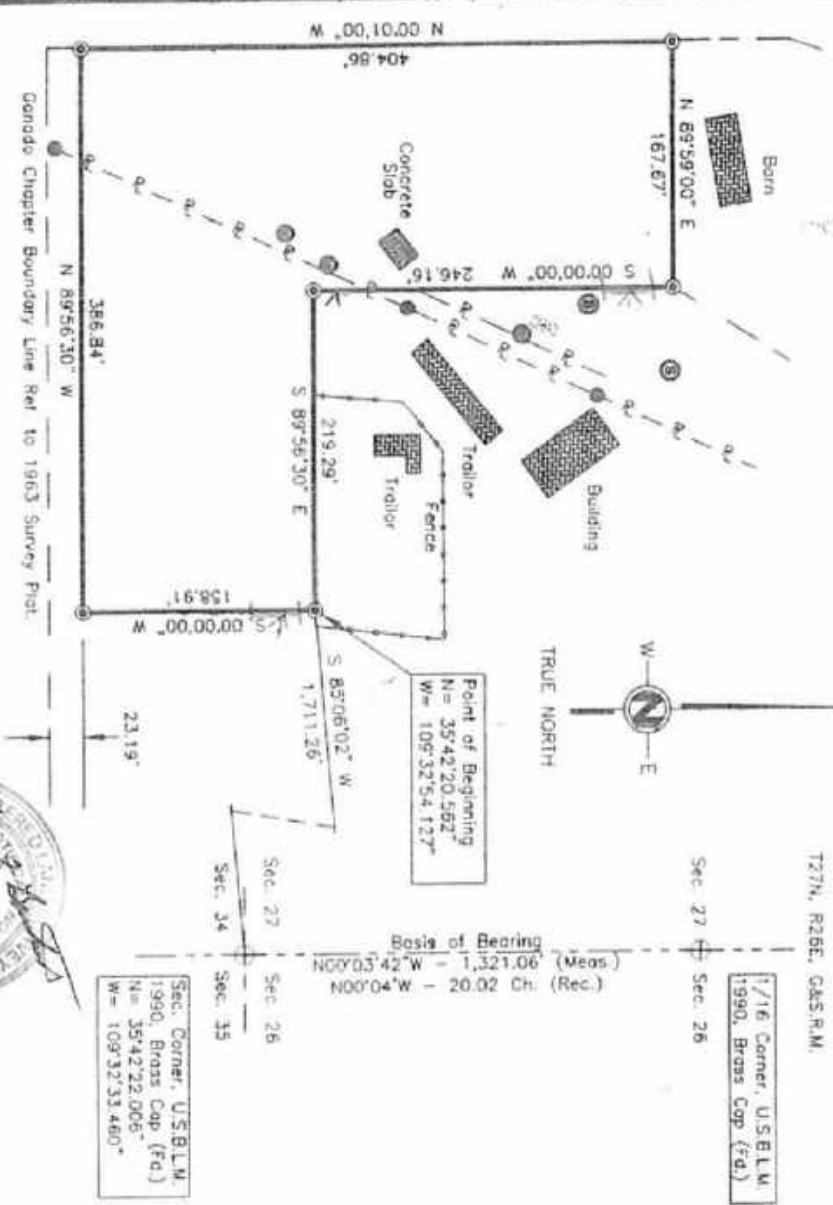
Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

- NOTES:
1. Basis of Bearing is the Southeast Quarter, East Section Line of Section 27, T27N, R26E, G&S.R.M., as shown on USBLM Survey Plat and refer to TRUE NORTH.
 2. All ground distances around tract. (Measured)
 3. Latitude and Longitude are in (NAD-83) for navigation only.



CERTIFICATION OF SURVEY
 I HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM NOTES OF ACTUAL SURVEYS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION MADE IN THE FIELD AND THAT THE REPRESENTATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Melvin E. Baustista
 Melvin E. Baustista
 Surveyor
 ARIZONA U.C. NO. 13965



LEGAL DESCRIPTION

A parcel of land situated within the Southeast Quarter of Section 27 and Northeast Quarter of Section 34, T27N, R26E, G&S.R.M., Gonado, Apache County, Arizona and within the Ft. Defiance Agency, District 17, being more particularly described as follows:

Commencing at the Southeast Section Corner of said Section 27, T27N, R26E, G&S.R.M. a found USBLM, Brass Cap, dated 1990;

THENCE S 95° 06' 02" W for a distance of 1,711.26 feet to a 1/2" rebar (Set) being the Point of Beginning;

THENCE S 00° 00' 00" W for a distance of 246.16 feet to a 1/2" rebar (Set);

THENCE N 89° 59' 00" E for a distance of 167.67 feet to a 1/2" rebar (Set);

THENCE N 00° 01' 00" W for a distance of 404.86 feet to a 1/2" rebar (Set);

THENCE N 89° 59' 00" E for a distance of 167.67 feet to a 1/2" rebar (Set);

THENCE S 00° 00' 00" W for a distance of 246.16 feet to a 1/2" rebar (Set);

THENCE S 89° 56' 30" E for a distance of 219.29 feet to the Point of Beginning.

Containing 2.36 acre(s) more or less, in area and being subject to any and all existing easements for underground utilities located therein.

Surveyed: March 27, 2016

- LEGEND
- ⊕ = USBLM & U.S.G.O.S. Brass Cap (fd.)
 - ⊙ = 1/2" Rebar (Set)
 - = Power Pole
 - ⊖ = Powerline
 - ⊗ = Sewer Manhole
 - = Waterline
 - (Rec.) = Record at BLM
 - (Meas.) = Measure in Field
 - ⊕ = Water Valve
 - ⊖ = Gas Valve

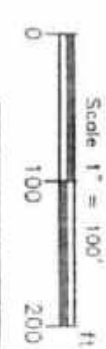


EXHIBIT "A"

Apache County Parcel II Tract
 Dist. 17, Navajo Nation
 SE/4 of Sec. 27 & NE/4 OF Sec. 34
 T27N, R26E, G&S.R.M.
 Gonado, Apache County, Arizona

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Please Place on

Date/Signature: _____

10-23-23

"Consent Agenda"

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

Discussion and possible approval of an amended contract with Taylor Law Office.

BOS Meeting Date Requested 11-7-23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

10-23-23

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

date/time stamp

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

Election Department

Date/Signature: 10/30/2023 Rita Vaughan

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

Discussion and possible approval, based on the recommendation of the Republican Party County Chairman, Alan Barwick, determined vacancies exist in the office of precinct committeeman and appoint John P. Philo for the Vernon Precinct and Sharon Stonestreet for the Coronado Precinct

BOS Meeting Date Requested November 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: Sent to Attorney's Office

Signature

Finance Review: _____

Signature

Human Resources Review: _____

Signature

Other Review: _____

Signature

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: 10/25/23

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

Superior Court: Request authorization to convert two Security Officer positions (Range 27) to two Certified Court Security Officer Positions (Range 31). This request will not effect the FY24 budget.

BOS Meeting Date Requested: November 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature Ch. R. H.

Finance Review:

Signature J. M. H.

Human Resources Review:

Signature J. M. H.

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



CERTIFIED COURT SECURITY OFFICER SUPERIOR COURT

Effective Date:	11/07/2023
Salary Range:	31
Minimum Salary:	\$34,056
Midpoint Salary:	\$42,570
Maximum Salary:	\$46,885

NATURE OF WORK:

Under limited supervision performs work of moderate difficulty in maintaining the security of the Superior Court and performs support work of routine difficulty in the operation of the court. This position performs other work as assigned or required.

TYPICAL DUTIES:

- maintains the safety and physical security of the Superior Court Judges,
- provides security services for visitors, trial participants, court personnel and jury members,
- interacts with difficult and/or belligerent persons to diffuse situations peacefully,
- identifies potential security/safety concerns and notifies the Chief Security Officer or Court Administrator.
- answers visitor inquiries and provides directions,
- serves as bailiff during jury trials, and
- all other duties as assigned

KNOWLEDGE, SKILLS, AND ABILITIES:

Considerable Knowledge in:

- criminal justice system and relevant state and local statutes,
- security systems and Court operational policies, procedures and services,
- rules and regulations regarding jury activity/courtroom behavior,
- human behavior and various social, economic and cultural backgrounds,
- search and restrain procedures,
- first aid and CPR,
- defensive tactics and self-defense;
- firearms.

Skill in:

- communicating effectively with persons who are angry, confused, or anxious,
- care and use of firearms, radios and other types of equipment, and
- **establishing and maintaining effective working relationships with employees, other agencies, and the public.**

Abilities to:

- maintain the safety and security of assigned areas and persons,
- deal impartially with individuals of various socioeconomic, ethnic and cultural backgrounds under stressful circumstances,
- act quickly and calmly with proper judgement in emergency situations,

- follow written and verbal instructions;
- communicate effectively verbally and in writing,
- visually monitor the building security system,
- Stand for long periods of time and to walk for considerable distances during each day, and
- Apprehend and detain suspects.

MINIMUM QUALIFICATIONS:

High School Diploma or equivalent; ability to work various hours; two years of security related or law enforcement experience; or any equivalent combination of education, training and experience that demonstrates the ability to perform the essential functions of the position. **Must attend and pass the Court Security Officer Training Academy and the Court Security Officer Firearms Academy prior to successful completion of probationary period.**

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name Apache County Emergency Management

Date/Signature: *[Signature]* 10/30/23

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

Discussion and possible approval of the June 2023 Revised Community Wildfire Protection Plan.

BOS Meeting Date: November 2023

Legal Review: 1 PRE-AGENDA ITEM REVIEW

Signature: *[Signature]*

Check if item does not require review

Finance Review: _____

Signature: _____

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name Apache County Emergency Management

Date/Signature: H. VandenNauel 10/30/23

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

Discussion and possible approval of contract Federal Award Identification Number (FAIN): 23-DG-

11132544-049 between Apache County Emergency Management and the Alliance for Green Heat, Inc. HEAT,
in the amount of \$20,000.00.

BOS Meeting Date: November 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review

Finance Review: _____

Signature: [Signature]

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

CONTRACT
Between the
Apache County Emergency Management
and the ALLIANCE FOR GREEN HEAT, INC.
October 31, 2023

This agreement to award grant funds is made by and between the Alliance for Green Heat (AGH) and Apache County Emergency Management.

In agreement with the U.S. Department of Agriculture (USDA) Forest Service, grant funds for this firewood bank program shall be awarded with the following conditions:

A. **NON-DISCRIMINATION.** In accordance with Federal law and USDA civil rights regulations and policies, Apache County Emergency Management agrees to not discriminate on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity.

B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act as principal contact person(s) for matters related to this grant award.

John Ackerly, President
Alliance for Green Heat
512 Elm Ave
Takoma Park, MD 20912
jackerly@forgreenheat.org
202-365-4765

Haley Nicoll, Grant Manager
PO Box 428
St Johns, AZ. 83936
hnicoll@apachecountyaz.gov
928-551-8024

C. **GRANT DETAILS** (required by the USDA Forest Service). This funding is a sub-award to Apache County Emergency Management who is the subrecipient.

- (i) Subrecipient's unique entity identifier: DJ1FMTLJL4V6
- (ii) AGH Federal Award Identification Number (FAIN): 23-DG-11132544-049
- (iii) Federal Award Date to AGH, the recipient: June 3, 2023.
- (iv) Period of Performance Start and End Date: Aug. 1, 2023, July 31, 2024
- (v) Budget Period Start and End Date: Same as Performance Start and End date.
- (vi) Amount of Federal Funds Obligated by this action by the pass-through entity (AGH) to the subrecipient: \$20,000

(vii) Total Amount of Federal Funds Obligated to the subrecipient by AGH, the pass-through entity including the current financial obligation \$20,000

(viii) Total Amount of the Federal Award committed to the subrecipient by AGH, the pass-through entity: \$20,000

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

Section 40803(c)(17). \$8,000,000 shall be made available to the Secretary of Agriculture to provide feedstock to firewood banks; and b) to provide financial assistance for the operation of firewood banks.

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA. John Ackerly, Alliance for Green Heat, 512 Elm Ave, Takoma Park, MD, 20912, jackerly@forgreenheat.org.

(xi) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: 10.719, Infrastructure Investment & Jobs Act Firewood Bank Program, amount \$824,000.

(xii) Identification of whether the award is R&D: This award does not include R&D.

D. Apache County Emergency Management acknowledges that neither it, nor an officer or agent acting on its behalf have been convicted of a felony criminal violation under any Federal law within the last 24 months.

E. PAYMENTS – AGH will use electronic wire transfers for all grant funding payments. Wire transfers can only be made directly to the bank account of Apache County Emergency Management or their fiscal sponsor, unless an alternative method is agreed upon and listed in this contract. Thus, Apache County Emergency Management needs to prepare all purchases in advance so the purchases do not exceed the amount of the approved budget.

(i.) Name of subrecipient's financial institution: National Bank of Arizona

(ii.) Routing number:

(iii.) Account number:

(iv.) Account name: Apache County

F. RESTRICTIONS ON GRANT FUNDING: This grant may not be used to purchase any item that costs \$5,000 or more. In addition, it cannot be used for food, drink, entertainment, or lobbying.

G. INDEMNIFICATION. The Apache County Emergency Management shall not hold AGH or the USDA Forest Service Forest Service liable for any damages resulting from any activity caused by or arising directly or indirectly from the cutting, splitting, processing, delivering wood or any other activity pursuant to the activity of the wood bank. The Apache County Emergency Management shall hold harmless and indemnify AGH and the Forest Service, including their officers, employees, contractors, and agents, against any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, decrees, including

damage to any property owned by Apache County Emergency Management or any third party, by reason of any person or property being injured or damaged directly or indirectly by use or application of woodcutting tools obtained or activities undertaken through grant funds.

H. **INSURANCE COVERAGE.** AGH strongly recommends Apache County Emergency Management to have or purchase general liability insurance to protect itself, its officers and/or volunteer leaders from liability which insures against claims for bodily injury, personal injury, and property damage based upon, involving, or arising out of Apache County Emergency Management's activities. All policies to be carried by Apache County Emergency Management shall be issued by and binding upon an insurance company licensed to do business in Arizona

I. REQUIREMENTS OF FIREWOOD BANKS RECEIVING FUNDING FROM AGH

1. *Use of Safety equipment.* Apache County Emergency Management will have on site (or purchase with grant funds) a loggers first aid kit that meets OSHA Standard 1910.266 Appendix A and will require volunteers or staff to wear safety and appropriate protective items while using dangerous equipment (boots, gloves, ear, head and eye protection when cutting or splitting wood, and in addition, chaps when using a chainsaw.)
2. *Age Restrictions.* Apache County Emergency Management shall require all firewood bank volunteers or staff working with dangerous woodcutting tools and equipment, such as chain saws and splitters, to be at least eighteen (18) years of age.
3. *Liability Waiver.* Apache County Emergency Management shall require volunteers and/or staff to complete and sign a liability waiver. Unless otherwise stipulated in this contract, the liability waiver shall release AGH, Apache County Emergency Management and its directors, officers, agents, employees, volunteers, and affiliates from any and all liability, claims, costs, and expenses of any kind and of whatever nature which the volunteer, his or her heir or heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from the volunteer's participation in Apache County Emergency Management's activities. The waiver must reasonably detail the risks involved in specified activities, including but not limited to handling of tools and equipment for processing and delivering firewood.
4. *Testing and reporting moisture content of wood.* All firewood banks must have and use moisture meters to regularly test the moisture content (MC) of their wood to deliver seasoned wood (less than 20% MC). Grant funds will cover the purchase of one or more moisture meters.
5. *Delivering Seasoned Wood.* Firewood banks will do their utmost to season its wood, including cutting and splitting the wood as early as possible each year and keeping the wood covered from rain. Firewood banks will seek to deliver seasoned wood (less than 20% MC) during the heating season.
6. *Educational information and other assistance.* Apache County Emergency Management agrees, to the extent it can, to offer educational information to recipients of firewood about how to burn wood as cleanly and safely as possible. It also agrees, to the extent it can, to provide recipient households with information about how to sign up for free or subsidized energy audits and weatherization services. AGH will provide sample literature and information about energy audits and weatherization in your state.

J. **PROGRAM REPORTS.** The Apache County Emergency Management shall submit an interim financial report within two weeks of receiving the grant funds, showing that at least 80% of the funds were spent. A second, final report shall be submitted no later than March 15, 2024, describing major outcomes of the grant and recommendations about how the program can be improved in the future. Both reports shall be

submitted via our online reporting platform. Failure to submit the required reports may prevent Apache County Emergency Management from applying for funding in future years.

K. OTHER PROVISIONS. Apache County Emergency Management agrees to provide photos of its activities and grants permission for AGH to use photographs via TV and print news media, newsletters, brochures, websites, etc. Yes No

DocuSigned by:

ET1300F8B022489

Signature, John Ackerly
10/31/2023

Date

John Ackerly, President
Alliance for Green Heat
Takoma Park, MD 20912

Signature, Brian Hounshell

Date


Brian Hounshell, Director
Apache County Emergency Mgt
245 W. 1st Street
St Johns, AZ 85936

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Constable St. Johns Precinct

Date/Signature: 10-8-23 

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

Discussion & possible approval of accepting a Grant in the amount of \$13,679.20 from the Constable Ethics, Standards and Training Board, for the purpose of purchasing Laptop Computers for all three (3) Constables in each Justice Court Precinct. There are no matching funds requested or additional costs to the County..

BOS Meeting Date Requested November 7th, 2023.

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature 

Human Resources Review:

Signature

Other Review:

Signature 

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



State of Arizona
Constable Ethics, Standards & Training Board

October 5, 2023

The Hon. Lance Pearce, Constable
PO Box 518
St. Johns, AZ 85936

Dear Constable Pearce:

Congratulations. Your recent application to the State of Arizona's Constable Ethics, Standards & Training Board equipment grant program for the purchase of the **Laptops** has been approved for funding in the amount of **\$ 13,679.20**.

In order to advance your project and receive funding, the requisite contracts must be completed and executed by the authorized individual in your county.

Please find enclosed two (2) original copies of the Grant Award Contract for Grant No. **CNA24-401**. Both originals must be completed and signed by the authorized individual in your county. Return one signed original to the Constable Ethics, Standards & Training Board at the above listed address and retain one original for the county's records. Upon receipt, funds will be encumbered for your projects and, as called for in your approved proposals, funds will be released to advance your project.

Be sure to review all pages of the contract and ensure that all necessary information is returned. Incomplete contracts will further delay the release of funds for your project.

We must also verify the correct mailing address for grant payments is registered in the state's AFIS system. Currently on file is **Apache County Finance Department, PO Box 428, St Johns, AZ 85936**. If this is the correct address you don't need to do anything further. If you need the payment mailed elsewhere, please email us at cestb@azcapitolconsulting.com to request a new AZW9 form to list the appropriate address payments will need to be mailed to so they can be properly recorded in your county.

When requesting funds, please refer to the requirements in the deliverables section on pages 7 & 8 of the contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Dowling".

Dennis Dowling
Chairman

PO Box 13116. Phoenix, AZ 85002
Phone: (602) 343-6280 Fax: (602) 712-1252
cestb@azcapitolconsulting.com / <https://cestb.az.gov>

Definitions

As used throughout this Grant Award Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Board" means the State of Arizona Constable Ethics, Standards & Training Board.
2. "Chairman" means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. "Deliverables" means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. "Grant Application" means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. "Grant Award Contract" means this Grant Award Contract between the Board and Grantee.
6. "Grant Award Contract Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. "Records" means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. "Scope of Work" means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word "shall" means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. "State" means the State of Arizona, including the Board.

General Requirements

1. Governing Law and Dispute Resolution This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
2. Terms of this Grant Award Contract The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.
3. Licenses, Permits and Authorizations Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.
4. Modification and Amendment This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.
5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.

6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.
7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.
8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.
9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.
10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.
11. Immigration Laws As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Grant Award Contract subject to penalties up to and including termination of this Grant Award Contract. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State law is amended, the parties may modify this paragraph consistent with State law.
12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.
13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.
14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.

16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.
17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.
18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

Indemnification

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.
2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter referred to as "Claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.
3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of such contractor or any of its owners, officers, directors, agents, employees or subcontractors. This

indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

Termination of Grant Award Contract

1. Suspension or Debarment The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.
2. Termination for Convenience The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.
4. Non-Availability of Funds Every payment obligation of the Board under this Grant Award Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.
6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives

written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

Non-Discrimination

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

Payments

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.
2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.
 - a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.
 - b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.
3. Conditions of Payment Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.
4. Default If the Board determines that the Grantee is in default in the performance of any obligation under this Grant Award Contract, the Board may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

- 5. IRS W-9 If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.
- 6. Recoupment of Payments The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

Ownership of Information

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

Notices

Whenever notice is required pursuant to this Grant Award Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Grant Award Contract, notice shall be delivered in person or by certified mail, return receipt requested. Notices, correspondences and payments on behalf of the Board to the Grantee shall be sent to:

- Grantee Name: _____
- Grantee Mailing Address: _____
- Grantee City: _____
- Grantee Zip Code: _____
- Grantee Telephone Number: _____
- Grantee Fax Number: _____
- Grantee E-Mail Address: _____

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board
PO Box 13116
Phoenix, Arizona 85002
Telephone: 602-343-6280
Facsimile: 602-712-1252
E-mail: cestb@azcapitolconsulting.com

Deliverables

- 1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.
- 2. The Grantee shall identify the grant contract number in all reports submitted to the Board.

3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.
5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:
 - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
 - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

SCOPE OF WORK
ADDENDUM A

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  12 10/24/2023

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval of the Governor's Office of Highway Safety STEP Enforcement
Overtime grant in the amount of \$5,000 for FY2024.

BOS Meeting Date Requested November 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Joseph Dedman, Jr.
Apache County Sheriff's Office
370 S. Washington Street
Saint Johns, Arizona 85936

PROJECT REFERENCE:

Grant Agreement Number: 2024-PTS-001
Total Estimated Costs: \$5,000
Purpose of Project: STEP Enforcement Overtime

Dear Sheriff Dedman, Jr.:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 24);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Ryan Patterson, County Manager, Apache County as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37524300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS GRANT NUMBER: 2024-PTS-001
--	--

ADDRESS 370 S. Washington Street Saint Johns, Arizona, 85936	PROGRAM AREA: 402-PTS
--	--

2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs
--	--

ADDRESS 75 west cleveland/P.O. Box 428 Saint Johns, Arizona, 85936	3. PROJECT TITLE: STEP Enforcement Overtime
--	---

4. GUIDELINES: 402-Police Traffic Services (PTS)	
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5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

6. BUDGET COST CATEGORY	Project Period FFY 2024
I. Personnel Services	\$3,571.68
II. Employee Related Expenses (39.99%)	\$1,428.32
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$5,000.00

PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2024
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CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 23

Total Population in city/town or county: 66473

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2021	2020	2019
Total Crashes	457	374	421
Total Injury Crashes	144	119	116
Total Fatal Crashes	22	24	34
Total Impaired-related Crashes	34	25	28
Total Impaired-related Serious Injuries	19	27	23
Total Impaired-related Fatalities	5	3	12
Total Speed-related Crashes	73	50	132
Total Speed-related Serious Injuries	35	11	64
Total Speed-related Fatalities	3	7	2

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Apache County is one of the largest counties by area in the United States. Apache County is a rural county in which most of the population is widely dispersed. The funding for law enforcement in Apache County is very limited as a result. The Apache County Sheriff's Office has a lack of resources and personnel so traffic enforcement which targets Speeding is very limited. The four primary Highways in Apache County currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. A significant percentage of these drivers are often impaired and/or commit traffic violations which create unsafe conditions for the law abiding motorists.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

How Agency Will Solve Problem with Funding:

The Apache County Sheriff's Office will use overtime funding for targeted speed enforcement operations. The funding will permit additional deputies to be deployed to specifically target motorists who violate the traffic laws in order to enhance public safety on the roadways. The deputies dedicated to traffic enforcement will be assigned to target the highways in the locales and during the time periods which have been shown to experience high traffic volume. During the past few years, the Apache County Sheriff's Office experienced an extreme shortage of personnel. The Apache County Sheriff's Office hired six deputies during the last few months and will use additional funding to pay for overtime wages to can expand the GOHS Traffic Enforcement Program.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 4% from 73 during calendar year 2022 to 70 by December 31, 2024.

To decrease fatalities in speeding-related crashes 5% from 35 in calendar year 2022 to 33 by December 31, 2024.

To decrease serious injuries in speeding-related crashes 1% from 3 in calendar year 2022 to 2 by December 31, 2024.

Program Objectives:

To increase the number of speeding and aggressive driving citations 10% from 200 during Calendar Year 2022 to 220 during FFY 2024.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2024.

Additional Program Objectives:

1. The Apache County Sheriff's Office will increase the number of citations written for all traffic violations in order to reduce the speed of motor vehicles and decrease injuries and fatalities caused during motor vehicle accidents.
2. The Apache County Sheriff's Office Deputies will increase the frequency of traffic enforcement operations which are specifically targeted at speeding drivers in order to reduce the total number and severity of traffic crashes.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences 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 Speeding 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 10:00 a.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 Report of Costs Incurred (RCIs) timely 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:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

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

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being 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.

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided 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 Grant Agreement. 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 Agency 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 purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

The purpose of the Quarterly Report is to provide information on the grant activities conducted at the conclusion of each active 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 the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) 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 Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

John Scruggs, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Andrea Lopez Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs 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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to the grant agreement including, but not limited to the Grant Agreement: Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It 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, 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 the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, 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 the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

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

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Agency 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 sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$3,571.68
II.	Employee Related Expenses (ERE 39.99%)	\$1,428.32
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$5,000.00

*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 forty (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 \$5,000.00.

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

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- 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 Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. **Travel**

In-State and Out-of-State Travel

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

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 Grant Agreement.

VI. **Hold Harmless Agreement**

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

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted 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. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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 Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement 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 Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman, Jr., Sheriff
Apache County Sheriff's Office

Date Telephone

*Signature of Authorized Official of
Governmental Unit:*

Ryan Patterson, County Manager
Apache County

Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report 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)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  10/24/2023

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval of the Governor's Office of Highway Safety Safety DUI/Impairment
Enforcement and Related Materials and Supplies grant in the amount of \$4,433 for FY2024.

BOS Meeting Date Requested November 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Joseph Dedman, Jr.
Apache County Sheriff's Office
370 S. Washington Street
Saint Johns, Arizona 85936

PROJECT REFERENCE:

Grant Agreement Number: 2024-AL-001
Total Estimated Costs: \$4,433
Purpose of Project: DUI/Impaired Driving Enforcement,
and Related Materials and Supplies (Blood Specimen
Kits)

Dear Sheriff Dedman, Jr.:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 24);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Ryan Patterson, County Manager, Apache County as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37524300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS GRANT NUMBER: 2024-AL-001	
ADDRESS 370 S. Washington Street Saint Johns, Arizona, 85936	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs	
ADDRESS 75 west cleveland/P.O. Box 428 Saint Johns, Arizona, 85936	3. PROJECT TITLE: DUI/Impaired Driving Enforcement, and Related Materials and Supplies (Blood Specimen Kits)	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies (Blood Specimen Kits) to enhance DUI/Impaired Driving Enforcement throughout Apache County.		
6. BUDGET COST CATEGORY	Project Period FFY 2024	
I. Personnel Services	\$2,857.35	
II. Employee Related Expenses (39.99%)	\$1,142.65	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$433.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$4,433.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2024
CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$4,433.00		

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 23

Total Population in city/town or county: 66,473

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2021	2020	2019
Total Crashes	457	374	421
Total Injury Crashes	144	119	116
Total Fatal Crashes	22	24	34
Total Impaired-related Crashes	34	25	28
Total Impaired-related Serious Injuries	19	27	23
Total Impaired-related Fatalities	5	3	12
Total Speed-related Crashes	73	30	232
Total Speed-related Serious Injuries	35	11	64
Total Speed-related Fatalities	3	7	2

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Apache County is the longest county in the United States and one of the largest counties by area in the United States. Apache County is a rural county in which most of the population is widely dispersed. The population in Apache County is 66,473 residents. There were 457 motor vehicle crashes in Apache County in 2021. Impaired Driving was a significant factor in the 34 alcohol related accidents which occurred in Apache County in 2021 as 5 persons died and 19 persons were injured in Impaired-related Crashes. The four primary highways in Apache County currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. A significant percentage of these drivers are impaired and/or commit flagrant traffic violations which create unsafe conditions for the law abiding motorists.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Blood Specimen Kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.

How Agency Will Solve Problem with Funding:

The Apache County Sheriff's Office is committed to improving the traffic enforcement activities of personnel in order to stop and arrest impaired drivers on the roadways in Apache County. The Apache County Sheriff's Office is requesting funding for deputies overtime for Impaired Driving Details and enhanced/saturation patrols. The funding will provide Apache County with the resources needed to deploy additional deputies to target impaired drivers on the highway. The department will participate in multi-agency Regional D.U.I. Task Force details throughout Apache County during 2024. The grant will provide funding for the Apache County Sheriff's Office personnel to perform patrols and traffic enforcement to stop impaired driver's throughout the year and during special events and Holiday Periods.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 5% from 34 during calendar year 2022 to 32 by December 31, 2024.

To decrease fatalities in impaired driving-related crashes 5% from 19 in calendar year 2022 to 18 by December 31, 2024.

To decrease injuries in impaired driving-related crashes 20 % from 5 in calendar year 2022 to 4 by December 31, 2024.

Program Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2024.

To participate in a minimum of 2 DUI task force operations per quarter during FFY 2024.

Additional Program Objectives:

1. The Apache County Sheriff's Office recently hired six deputies and will have them attend training in advanced Filed Sobriety Testing and HGN Certification.

2. The Apache County Sheriff's Office will increase Traffic Enforcement Patrols in order to detect and arrest impaired drivers. Apache County will increase the number of traffic stops and issue citations.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies (Blood Specimen Kits) to enhance DUI/Impaired Driving Enforcement throughout Apache County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired 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 10:00 a.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 Report of Costs Incurred (RCIs) timely 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:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: Blood Specimen Kits

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval

prior to being 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.

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided 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 Grant Agreement. 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 Agency 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 purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

The purpose of the Quarterly Report is to provide information on the grant activities conducted at the conclusion of each active 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 the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2 nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3 rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4 th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) 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 Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

John Scruggs, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Andrea Lopez Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor’s Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs 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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to the grant agreement including, but not limited to the Grant Agreement: Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It 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, 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 the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, 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 the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

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

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Agency 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 sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$2,857.35
II.	Employee Related Expenses (39.99%)	\$1,142.65
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Blood Specimen Kits	\$433.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$4,433.00

*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 forty (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 \$4,433.00.

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

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- 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 Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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 Grant Agreement.

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted 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. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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 Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement 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 Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

- addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman, Jr., Sheriff
Apache County Sheriff's Office

Date Telephone

*Signature of Authorized Official of
Governmental Unit:*

Ryan Patterson, County Manager
Apache County

Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report 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)

4. Unique Entity Identifier:

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  10/30/2023


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

Discussion and possible approval for the purchase of ten (10) 2020 Dodge Ram pick-ups, currently leased from the Bancorp Bank and used as patrol vehicles for \$195,000, utilizing designated Fleet and ACSO funds.

BOS Meeting Date Requested November 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Bill of Sale

KNOWN TO ALL MEN BY THESE PRESENT:

That (I/We) THE BANCORP BANK, N.A. in consideration of the sum of: \$19,500.00
** Nineteen Thousand Five Hundred Dollars and NO/100's **
which is hereby acknowledged, grant the following vehicle:

VEHICLE: 2020 RAM 2500/SLT
ACCOUNT: 17013-75590 APACHE COUNTY
VIN: 3C6UR5DJXLG203993
MILEAGE: _____

AS IS – NO WARRANTY. You will pay all costs for any repairs. The Bancorp Bank assumes no responsibility for any repairs regardless of any oral statements about this vehicle. To have and to hold, all singular, the automobile to:

and their executors, administrators, and assigns to their own use and behalf forever. And we hereby covenant with the grantee, that we are the lawful owners of said automobile; that it is free from all encumbrances and we have good right to sell the same as aforesaid.

DATE: 10/17/2023

SELLER: _____
THE BANCORP BANK, N.A.

DATE: 10/17/2023

BUYER: Lillian Chavez
APACHE COUNTY

***** PLEASE FORWARD PAYMENT & DOCUMENTS PAYABLE TO "THE BANCORP BANK, N.A." *****

***** REFERENCE THE ACCOUNT NUMBER LISTED ABOVE ON ALL TRANSACTIONS *****

USPS
THE BANCORP BANK, N.A.
PO BOX 4297, LOGAN, UT 84323

FEDEX/UPS
THE BANCORP BANK, N.A.
917 WEST 600 NORTH, STE 103
LOGAN, UT 84321

Bill of Sale

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which is hereby acknowledged, grant the following vehicle:

VEHICLE: 2020 RAM 2500/SLT
ACCOUNT: 17013-75591 APACHE COUNTY
VIN: 3C6UR5DJ8LG203992
MILEAGE: _____

AS IS – NO WARRANTY. You will pay all costs for any repairs. The Bancorp Bank assumes no responsibility for any repairs regardless of any oral statements about this vehicle.
To have and to hold, all singular, the automobile to:

and their executors, administrators, and assigns to their own use and behalf forever. And we hereby covenant with the grantee, that we are the lawful owners of said automobile; that it is free from all encumbrances and we have good right to sell the same as aforesaid.

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VEHICLE: 2020 RAM 2500/SLT
ACCOUNT: 17013-75592 APACHE COUNTY
VIN: 3C6UR5DJ5LG203996
MILEAGE: _____

AS IS – NO WARRANTY. You will pay all costs for any repairs. The Bancorp Bank assumes no responsibility for any repairs regardless of any oral statements about this vehicle. To have and to hold, all singular, the automobile to:

and their executors, administrators, and assigns to their own use and behalf forever. And we hereby covenant with the grantee, that we are the lawful owners of said automobile; that it is free from all encumbrances and we have good right to sell the same as aforesaid.

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VEHICLE: 2020 RAM 2500/SLT
 ACCOUNT: 17013-75593 APACHE COUNTY
 VIN: 3C6UR5DJ4LG203990
 MILEAGE: _____

AS IS – NO WARRANTY. You will pay all costs for any repairs. The Bancorp Bank assumes no responsibility for any repairs regardless of any oral statements about this vehicle. To have and to hold, all singular, the automobile to:

and their executors, administrators, and assigns to their own use and behalf forever. And we hereby covenant with the grantee, that we are the lawful owners of said automobile; that it is free from all encumbrances and we have good right to sell the same as aforesaid.

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VEHICLE: 2020 RAM 2500/SLT
ACCOUNT: 17013-75595 APACHE COUNTY
VIN: 3C6UR5DJ6LG203991
MILEAGE: _____

AS IS – NO WARRANTY. You will pay all costs for any repairs. The Bancorp Bank assumes no responsibility for any repairs regardless of any oral statements about this vehicle. To have and to hold, all singular, the automobile to:

and their executors, administrators, and assigns to their own use and behalf forever. And we hereby covenant with the grantee, that we are the lawful owners of said automobile; that it is free from all encumbrances and we have good right to sell the same as aforesaid.

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THE BANCORP BANK, N.A.

DATE: 10/17/2023

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APACHE COUNTY

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which is hereby acknowledged, grant the following vehicle:

VEHICLE: 2020 RAM 2500/SLT
ACCOUNT: 17013-75599 APACHE COUNTY
VIN: 3C6UR5DJ3LG203995
MILEAGE: _____

AS IS – NO WARRANTY. You will pay all costs for any repairs. The Bancorp Bank assumes no responsibility for any repairs regardless of any oral statements about this vehicle. To have and to hold, all singular, the automobile to:

and their executors, administrators, and assigns to their own use and behalf forever. And we hereby covenant with the grantee, that we are the lawful owners of said automobile; that it is free from all encumbrances and we have good right to sell the same as aforesaid.

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

AG-10/2015 (rev 10/17)

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

IT Department

Date/Signature: [Signature]

10/24/23

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

Discussion/Possible Approval to enter into an agreement with the State of Arizona Department of Homeland Security in order to receive services under the Statewide Cyber Readiness Program.

BOS Meeting Date Requested: 11/7/23

Legal Review: Attached

PRE-AGENDA ITEM REVIEW

Signature [Signature]

Finance Review: NA

Signature _____

Human Resources Review: NA

Signature _____

Other Review: _____

Signature _____

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

Agreement
Between
The State of Arizona Department of Homeland Security
And
Apache County (each, a "Party")

Recitals:

- a. State of Arizona Department of Homeland Security (hereinafter "AZDOHS") is an agency of the State of Arizona and operating pursuant to Title 41 of the Arizona Revised Statutes.
- b. Apache County (hereinafter "Apache County") is a political subdivision of the State of Arizona.
- c. AZDOHS, pursuant to Arizona Revised Statutes (hereinafter "ARS") 41-4282, is responsible for the State of Arizona's enterprise cyber security strategy, manages the Statewide Cyber Readiness Program (hereinafter "Program"), and possesses certain skills, tactics, techniques and procedures and other Confidential Information pertaining to certain cyber readiness operations and the administration thereof as further defined in this Agreement (hereinafter, "Agreement"), which AZDOHS desires to share with Apache County and/or use to aid Apache County and its cyber operations, pursuant to the direction of the Governor of the State of Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cyber security requirements (hereinafter "Products") offered through the Program. AZDOHS desires to assist Apache County in Apache County's use of one or more of the Products, as outlined in this Agreement, which will benefit Apache County's cyber operations.
- d. Apache County has opted to participate in the Program, to deploy and operationalize one or more of the Products, and desires to work with AZDOHS and is seeking assistance from AZDOHS regarding skills, tactics, techniques, and procedures pertaining to the Products, as outlined in this Agreement, which also will benefit AZDOHS.

Based upon the mutual promises contained in this Agreement, the Parties hereby agree to be bound as follows:

- 1. Incorporation of Recitals. The Recitals set forth above are hereby made terms of this Agreement.
- 2. Definitions.
 - a. **Disclosing Party.** A Party to this Agreement, including directors, officers, employees, agents or representatives (collectively, "Representatives"), that discloses Confidential Information to the Receiving Party.
 - b. **Receiving Party.** A Party to this Agreement, including its Representatives, that receives Confidential Information from the Disclosing Party.
 - c. **Transaction.** Any interaction between the Parties undertaken pursuant to this Agreement regarding a specific cybersecurity event or incident, or the sharing of information about those events.
 - d. **Confidential Information.** Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. Confidential Information is any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:

i. Information relating to the Program, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to the skills, tactics, techniques and procedures associated with the Program;

ii. Information relating to the Products, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to information obtained from or through a governmental or private entity providing one or more Products to the Parties to this Agreement and including but not limited to proprietary information belonging to such governmental or private entity.

iii. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

iv. Any concepts, reports, data, know-how, tactics, techniques, procedures, works-in progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

v. Any internal data, user id's, passwords, configuration settings, infrastructure design, non-public employee information, personal identifiable information, or any other data maintained by a Disclosing Party to fulfill any of its functions, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program; and

vi. Any other information that should reasonably be recognized as confidential information of the Disclosing Party, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program.

3. Purpose. The purpose of this Agreement is to establish policies and procedures under which AZDOHS will provide Products to Apache County and assist Apache County with its participation in the Program. In furtherance of this purpose, the Parties further agree:

a. That the Products will be provided to Apache County as a hosted solution in a multi-customer environment. AZDOHS personnel will have administrative access to the Product(s) to provide deployment and operational support to Apache County.

b. That AZDOHS personnel with administrative access to the Product(s) will protect administrative credentials against unauthorized use and access by employing protection measures in compliance with State of Arizona Statewide Information Security Policies, Standards, and Procedures (available at <https://azdohs.gov/information-security-policies-standards-and-procedures>). Documentation of this will be provided by AZDOHS to Apache County upon request.

c. That any Products and Product licenses and support provided by AZDOHS other than in response to a request under the Arizona Mutual Aid Compact will be funded by AZDOHS and shall be provided to Apache County at no cost to Apache County and with no requirement for reimbursement from Apache County.

4. Scope of Products and Assistance. Apache County and AZDOHS intend to work together, and AZDOHS will provide Products, Product licenses, and related assistance to Apache County as set forth in Exhibit A to this Agreement. The Parties further agree that:

a. Additional exhibits or modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 13 of this Agreement.

b. Apache County shall not request, and AZDOHS shall not provide, any services not in compliance with all State and Federal laws regulating the access to, and utilization of, cyber information.

c. Apache County and AZDOHS understand that AZDOHS will only access and/or make changes to the Products offered to Apache County and/or Product modifications which impact the Apache County with prior notification.

d. The Parties acknowledge that both Parties' records are subject to Arizona public records law and agree that in the event that either Party receives a public records request, subpoena, or other request or demand for records relating to the matters addressed in this Agreement, (1) the Party receiving the public records request, subpoena, or other request or demand for such records shall immediately notify the other Party and provide the other Party with a copy of the public records request, subpoena, or other request or demand for such records; and (2) the Parties shall communicate and cooperate with each other in responding to and/or resisting the public records request, subpoena, or other request or demand for such records, except that each Party shall retain the right to assert its own independent position on whether a record or portion of a record should or should not be produced. The Parties further agree:

i. AZDOHS may review alerts, statistical data, and other data collected to support the Program.

ii. Apache County agrees that AZDOHS may report summary Program metric data to State executive leadership for the purposes of demonstrating the effectiveness and completeness of implementation of the Program.

iii. Apache County agrees that AZDOHS may report aggregated and anonymized information (including but not limited to threat intelligence and technical indicators) to other AZDOHS strategic partners for the purposes of information sharing and furthering the mission of AZDOHS and the Program.

e. Apache County will permit AZDOHS personnel access to Apache County's systems and information as AZDOHS deems necessary. AZDOHS agrees to access Apache County's systems only with prior notification to Apache County and solely for serving the purposes of the Program.

5. Obligations Specific to Apache County. Apache County understands and acknowledges that participation in the Program is voluntary. The Parties agree that Apache County will:

a. Assign primary technical and executive Points of Contacts ("POCs") for coordination with AZDOHS regarding all Products, Product licenses, and related assistance as set forth in this Agreement. The Apache County's technical POCs will coordinate with AZDOHS for Apache County's participation in the Program including but not limited to deployment and operation of the Products. Apache County shall report to AZDOHS any change in the POCs' identity or the POCs' contact information in a timely manner.

- b. Utilize Products and the Program to reduce Apache County's cybersecurity risk, and reasonably collaborate with AZDOHS and other participating agencies to improve the Program.
- c. Make consistent progress with deployment of the Products and licenses and will maintain regular and open communications with AZDOHS as appropriate. Failure to communicate with AZDOHS is grounds for AZDOHS to reallocate Apache County's Product licenses to other Program participants.
- d. Participate in surveys and provide feedback to AZDOHS to improve the Program.
- e. Comply with all end user license agreements required by the Product manufacturers.
- f. Agree that any additional add-on options for Products, not already available under the Product portfolio, must be approved by the Arizona State and Local Cybersecurity Program Planning Committee (hereinafter "Committee"). The Committee will include representatives from Arizona local governments, tribal governments, and K-12 public school districts. The mission of the Committee will be to ensure greatest value for the Program participating agencies, approve annual purchases, authorize changes to the portfolio of services offered, oversee operations, and suggest improvements to the Program. The Apache County is solely responsible for the funding, procurement, and implementation of all such add-on options.
- g. Be permitted to disclose the following items to any person at any time:
 - i. The fact that Apache County has entered into this Agreement and the details of this Agreement.
 - ii. A description of Apache County's participation in the Program as stated in this Agreement.

6. Obligations Specific to AZDOHS. AZDOHS, under direction of the Governor of the State of Arizona, has the mission to assist Arizona local governments, tribal governments, and K12 public school districts to reduce cybersecurity risk and to reduce the impact of cyber-attacks. AZDOHS accomplishes this mission, in part, through the Program. Accordingly, the Parties agree that AZDOHS will:

- a. Establish a governance program for the Program, to be overseen by the Committee.
- b. Make efforts to maintain current, and identify future, funding sources to continue purchasing and maintaining the Program and Products.
- c. If funding is discontinued, AZDOHS will make efforts to ensure Apache County has time to plan for a transition of cybersecurity services.
- d. Conduct all procurements relating to the subject matter of this Agreement unless otherwise provided in Section 5(f).
- e. Communicate to Apache County all significant changes to the Program that could affect Apache County.
- f. Acknowledge that data created by or transferred to Apache County's Product environment is owned by Apache County. AZDOHS will provide Apache County's data to Apache County upon termination of this Agreement and participation in the Program as feasible.
- g. Communicate system changes to the Product to the Committee and to Apache County 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

h. Communicate changes to Apache County's Product environment and related information to Apache County 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

i. Notify Apache County in writing promptly upon the discovery of a system breach or other unauthorized access and/or change to Apache County's Products, but in no case later than 48 hours after discovery of a breach or other unauthorized access.

j. Make efforts to assist Apache County with its regulatory compliance requirements in relation to the Products.

7. Use of Confidential Information. A Receiving Party agrees to use Confidential Information solely in connection with the Program and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.

8. Disclosure of Confidential Information. A Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

a. Except as provided in Sections 4(d) and 5(g) of this Agreement, limit disclosure of any Confidential Information to only those within its control (i) who have executed a Non-Disclosure Agreement protecting Confidential Information to at least the same extent as this Agreement and (ii) who have a need to know such Confidential Information in connection with the relationship between the Parties under this Agreement. Each Non-Disclosure Agreement between a Party to this Agreement and a third-party shall include language providing that (a) the Party to this Agreement signing a Non-Disclosure Agreement with a third-party shall immediately provide a copy of that Non-Disclosure Agreement to the other Party to this Agreement, and (b) either Party to this Agreement shall have the right to enforce that Non-Disclosure Agreement with that third-party.

b. Advise its personnel and representatives of the confidential nature of Confidential Information and of the obligations set forth in this Agreement.

c. Be under no obligation with respect to any information:

i. Which is, at the time of disclosure, available to the general public; or which at a later date becomes available to the general public through no fault of Receiving Party, but only after that later date;

ii. Which Receiving Party can demonstrate was in its possession before receipt of the information from Disclosing Party, which can be proven by written records or other competent evidence;

iii. Which was developed independently by Receiving Party without reference to the information provided by Disclosing Party;

iv. Which is disclosed to Receiving Party without restriction on disclosure by a third-party who has the lawful right to disclose such information;

v. Which is required to be disclosed pursuant to any applicable law or regulation, or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, except as provided in Section 4(d) of this Agreement.

9. Return of Confidential Information. Receiving Party shall immediately return and redeliver to the other Party all tangible material embodying Confidential Information received hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- a. The completion or termination of the dealings between the Parties contemplated hereunder;
- b. The termination of this Agreement; or,
- c. At such time as the Disclosing Party may so request.

Provided however that the Receiving Party may retain such of its records as is necessary to enable it to comply with its record retention obligations and policies.

10. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. Limitation of Agreement. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the Parties.

12. Term. This Agreement shall commence on the date of the last signature herein below, and shall end ten (10) years from such date, unless terminated or extended as set forth in Section 14 of this Agreement.

13. Modifications to this Agreement. Any amendments or changes to this Agreement, including but not limited to amendments or changes to Exhibit A hereto, must be in writing and signed by authorized representatives of both Parties.

14. Termination. Either Party may terminate this Agreement by giving 30 days written notice to the other Party. Such termination notice period shall not commence until receipt of the written notice by the other Party. Access to systems will not be terminated by either Party without prior agreement of both Parties.

15. Disclaimer of Liability. In no event shall the State of Arizona, AZDOHS, the Program or their employees, members, agents, servants, independent contractors or suppliers be liable to Apache County or any third parties affected by the actions taken by AZDOHS pursuant to this Agreement for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss arising out of training conducted pursuant to this Agreement or for special, indirect, consequential, incidental, or punitive damages however caused, and regardless of the theory of liability.

16. Warranty. Each Party warrants that it has the right to make the disclosures called for under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The Parties acknowledge that although they shall each endeavor to include in Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the Parties understand that no representation or warranty as to the accuracy or completeness of Confidential Information is being made by either Party as the Disclosing Party. Neither Party

hereto shall have any liability to the other Party or to the other Party's Representatives resulting from any use of Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

17. Severability. In the event that any provision or Section herein is held invalid or unenforceable, the remaining provisions and Sections shall remain in full force and effect.

18. No Indemnification. Neither Party shall indemnify or hold harmless the other Party.

19. Funding. Every obligation of AZDOHS under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by AZDOHS or Apache County at the end of the period for which funds are available. No liability shall accrue to AZDOHS or any other agency of the State of Arizona in the event this provision is exercised, and neither AZDOHS nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. Conflict of Interest. The requirements of ARS § 38-511 apply to this Agreement. Either Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other Party with respect to the subject matter of this Agreement.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.

22. Dispute Resolution. The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes.

23. Forum. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this Agreement.

25. Rule of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

26. Further Actions. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

27. Compliance with All Applicable Law. The Parties agree to comply with all federal, state or local laws, rules or regulations applicable to the subject matter of this Agreement.

28. Independent Status. The Parties are independent contractors, and nothing contained in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors.

29. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute a single instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

30. No Third-party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon AZDOHS and Apache County as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.

31. Separate Responsibility. Except as expressly provided in this Agreement, each Party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other Party and the results thereof. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this Agreement, which claim relates to the subject matter of this Agreement, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.

32. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. It is expressly agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

33. Assignment. Neither Party may directly or indirectly assign or transfer its rights and/or obligations under this Agreement by operation of law or otherwise without the prior written consent of the other Party.

34. Force majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

35. Publicity. No Party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other Party without the prior written consent of that Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 20_____.

Arizona Department of Homeland Security

Apache County

_____ Signature

_____ Signature

_____ Name

_____ Name

_____ Title

_____ Title

_____ Date

_____ Date

10966925.2

Agreement
Between
The State of Arizona Department of Homeland Security
And
Apache County (also referred to as "Apache County")

EXHIBIT A

Products provided by AZDOHS to Apache County under this Exhibit A are as follows:

Products	Description
Advanced Endpoint Protection / Endpoint Detection & Response	Advanced Endpoint Protection (AEP) is next-generation antivirus protection that leverages artificial intelligence and machine learning to identify malware before it executes. Endpoint Detection and Response (EDR), also referred to as endpoint detection and threat response (EDTR), is an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
Anti-Phishing / Security Awareness Training	Anti-phishing training provides employees with examples of how to spot phishing attempts and suspicious emails requesting sensitive information from users or infecting systems with malware. This includes sending emails to employees with fake links, mimicking real phishing attempts from outside threats. Employees who click on simulated links will be prompted to complete security awareness training. Security Awareness Training (SAT) features user-friendly online training courses that cover the latest cybersecurity best practices to educate employees on how to keep data and devices safe.
Converged Endpoint Management	Converged Endpoint Management (XEM) platforms provide unrivaled access to real-time asset visibility and the ability to patch at scale with certainty (including devices that are on or off-network or VPN). XEM brings IT Operations, Security, and Risk Management teams together – with a single platform for complete visibility, control, and trust in IT decision-making.
Multi-Factor Authentication	Multi-Factor Authentication (MFA) is a security system that requires more than one method of authentication to verify a user's identity for a login or other transaction. Categories for authentication may include knowledge (something a user knows), possession (something a user has), and inherence (something a user is). MFA provides an extra layer of security to prevent unauthorized access to systems.
Web Application Firewall	Web Application Firewall (WAF) is an application firewall for HTTP applications. It applies a set of policies to help protect web applications from common web exploits that could affect an application's availability and compromise data.

10724554.2

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

10/30/23



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

Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- The Eastern Arizona Counties Organization meeting on November 15, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on November 15, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on November 16, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Local Governments & Broadband Deployment meeting on November 17, 2023 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, Arizona.

BOS Meeting Date Requested 11/7/23

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

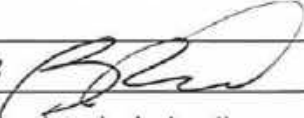
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

10/23/23 

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

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

BOS Meeting Date Requested 11/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____