



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

September 16, 2014

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

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
September 16, 2014**

1. Discussion and possible approval of community representatives, proposed budget, and Strategic Planning Process for the Vernon Public Library.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
September 16, 2014**

1. Health Department: ACPHSD requests discussion and possible approval of revised Sexually Transmitted Disease IGA #ADHS14-071557 which reflects a pricing sheet update to include temporary staff funding.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
September 16, 2014**

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

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated September 2, 2014.
- *B. Request approval of demands dated September 2, 2014 – September 16, 2014 (September 3rd; September 4th; September 9th and September 10th). Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

Personnel Item:

- *C County Manager's Office: Discussion and possible approval for the modification of the current Executive Assistant/Record Manager position to an Administrative Coordinator. Current range is 33 and the proposed rate is 38. This request is made as a result of greater duties and responsibilities.
2. Sheriff's Office: Discussion and possible approval to accept the Emergency Management Performance Grant (EMPG) in the amount of \$127,263.00.
 3. Sheriff's Office: Discussion and possible approval to accept the Governor's Office of Highway Safety Grant (GOHS) Selective Traffic Enforcement; 2015-PT-001, in the amount of \$44,668.00. This funding will support the purchase of ten (10) radars and overtime with ERE's to enhance speed enforcement throughout Apache County. No matching funds are required.
 4. Sheriff's Office: Discussion and possible approval to accept the Governor's Office of Highway Safety Grant (GOHS) DUI Enforcement Equipment; 2015-AL-027, in the amount of \$4,535.00. This funding will support DUI enforcement and education throughout Apache County. No matching funds are required.
 5. Engineering Department: Discussion and possible approval of a new franchise agreement between Apache County and Arizona Public Service Company to enter upon all present and future public right-of-way within the area described in the agreement, in order to connect electric transmission and distribution systems with APS systems elsewhere.
 6. Engineering Department: Discussion and possible action to reject bids for Bid #200503 for blasting services and request permission to rebid for blasting services.

7. Election Department: Discussion and possible approval to cancel the following school elections and appoint persons who filed required paperwork to fill positions for the following districts: NE AZ Technical Institute of Vocational Ed (N.A.T.I.V.E.) Ganado, and the Ganado USD #20.
8. Election Department: Discussion and possible approval to cancel the special district elections and appoint persons who filed the required paperwork to fill the positions for the following districts: Alpine Fire District #02, Concho Fire District #09, Greer Fire District #25, Nutrioso Fire District #45, Puerco Fire District #18, Alpine Domestic Water Improvement District #02, Ojo Bonito Water District #83, White Mountain Community Health Care District: HD01, HS03, and HD05, Little Colorado Sanitary District #25 and the Alpine Sanitary District #02, with the Board of Supervisors drawing the names for the Alpine Sanitary District #02 vacancies – first three selected will receive the 4 year term and the fourth selected will receive the 2 year term.
9. County Attorney's Office: Request approval of Attorney General's Victims Rights Program grant agreement, A.G. #2015-001 in the amount of \$28,500.00 awarded for FY15. No matching funds will be required.
10. Grant Manager, Malena Bazurto: Discussion and possible approval of Project Agreement 14-PA-11030121-034 between USDA Forest Service and Apache County for the RAC Project on the Apache-Sitgreaves National Forest along the west side of Hall Creek in Greer. Work will be performed by the Arizona State Forestry Conservation Crew. Grant funds total \$33,249.90. Matching funds will be provided with in-kind services.
11. County Manager's Office: Discussion and possible approval of the settlement agreement and general release by and between Apache County and the Apache County Sheriff's Posse relating to improvements made to the County's Rodeo Grounds in Eagar, Arizona.
12. Discussion and approval of a letter from the Board of Supervisors to the Secretary of the Interior and the Director of the U.S. Fish and Wildlife Service regarding a proposed revision of the nonessential experimental population of the Mexican Wolf process.
13. County Manager's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A) (4), discussion and possible action related to the proposed 10(j) rule modification by the United States Fish & Wildlife Services (USFWS).
14. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

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

Posted: 9/11/14 at 2:30 a.m. (p.m.) by Steve

Delynn Wengert
Delynn Wengert, Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: Judith Pepple, September 5, 2014

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

Discussion and possible approval of community representatives, proposed budget, and Strategic Planning Process for the Vernon Public Library.

BOS Meeting Date Requested September 16, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Community Organizations and Groups

Businesses / Chambers of Commerce / Economic Development Organizations

Hunsaker Bros – Kip & **Sean Hunsaker**

Community Services Organizations / Associations / Clubs

Vernon Community Park – Chuck Crane, Pres., **Paula Johnson**, Vice Pres.

Vernon Fire Auxiliary – **Judie Wooder**, Pres.

Vernon Women's Club – **Paula Johnson**, Pres.

Vernon Food Bank – **Paula Johnson**, Pres.

Cultural Groups

Twisted Threads Fiber Guild – **Elizabeth Tillson**

Educational Organizations

School Board – **Kathy Hoogerwerf**, Pres.

Vernon Elementary School - **Brenda Savoy**

Homeschooler – **Diana Denetdale**

Ethnic Organizations

Family Services Organizations

Financial Representatives

Government / Political Representatives

Vernon Fire Board – **Jodie Humphrey**

Vernon Fire Department – **David Thrasher**

Health Organizations

Bannon Springs (Nursing Home) – **Carol Smith**

Home Health – **Diana Denetdale**, nurse

Legal Organizations

Library Representatives

Media Representatives

Vernon Bugler Newsletter – Editor – **Carol Smith**

Organizations Serving the Disabled

Professional Groups

Religious Groups

Faith Fellowship – **Pastor Kenneth Luttrell**

Senior Centers / Service Organizations

White Mountain Optimists Club – **Jerry Minnis**

TEEN Representative

2014 High School Graduate – **Cam Simpson**

Youth Services Organizations

Veterans

Dave Westbrook

**Strategic Planning Budget for Vernon Public Library
October 3, 2014 - November 14, 2014**

ITEM	PRICE	QUANTITY	TOTAL
Food			
(October 3, 2014)			
Coffee (small can 80-90 servings)	\$5.00	1	\$5.00
Coffee Creamer 32 oz	\$2.88	1	\$2.88
Sweet N Low box, 100 packets	\$2.14	1	\$2.14
Assorted Pastries (6 ct)	\$5.00	6	\$30.00
Bottled Water 24/pk	\$3.98	2	\$7.96
Juices 6/pk	\$3.98	2	\$7.96
Canned Soda 12/pk	\$3.98	2	\$7.96
Ice - 20 lb	\$4.00	1	\$4.00
Persnikkity's, lunch, 15 people	\$191.25	1	\$191.25
Snacks (50 Cookies)	\$5.00	1	\$5.00
Dessert (pie)	\$10.00	2	\$20.00
 (November 14, 2014)			
Coffee Creamer 32 oz	\$2.88	1	\$2.88
Assorted Pastries (6ct)	\$5.00	6	\$30.00
Bottled water 24/pk	\$3.98	1	\$3.98
Juices 6/pk	\$3.98	2	\$7.96
Ice - 20 lb	\$4.00	1	\$4.00
Persnikkity's, lunch, 15 people	\$191.25	1	\$191.25
Snacks (50 cookies)	\$5.00	1	\$5.00
Dessert (1/4 sheet Cake - says "Thank You")	\$20.00	1	\$20.00
 SUBTOTAL			 \$549.22
 Supplies			
Coffee Stir Sticks / 250 box	\$1.37	1	\$1.37
Styrofoam Coffee Cups 12 oz - 12/pk	\$1.46	2	\$2.92
Drink Cups 18 oz - 24/pk	\$5.76	1	\$5.76
Vanity Fair Napkins, 100ct	\$2.17	1	\$2.17
Postage for mailing 25 sheets in clasp envelope	\$1.82	20	\$36.40
Pilot G2 Retractable Gel Ink Pens Fine, Black Quil	\$16.99	1 dozen	\$16.99
Color coding labels 3/4" diameter dots	\$6.49	1	\$6.49
Name Labels pk. Of 100	\$3.29	1	\$3.29
SUBTOTAL			\$75.39
 GRAND TOTAL			 \$624.61
Last Revised 8/14/14			

Strategic Planning

Oct 3 & Nov 14 2014

Quotes for Catering Lunches

Option #1 - Persnikkity's – Show Low

Sandwich w/ 1 side (\$9.95) (includes paper goods)	\$149.25
Tax (8.1%)	\$12.08
Gratuity (10%)	\$14.92
Delivery to Vernon	<u>\$15.00</u>

Total: **\$191.25**

Option #2 – My Sister Can't Cook - Pinetop

Giving 5 different options

1. Rigatoni with Meat Sauce / Green Salad/ Breadsticks
2. BBQ Beef Sandwiches / Baked Beans / Assorted Chips
3. Turkey – Provolone Sandwiches / Seasonal Fruit / Assorted Chips
4. Beef – Chimichangas with green chili / Spanish Rice / Chips-salsa-hot sauce
5. Chicken Croissant Sandwiches / Pasta Salad / Assorted Chips

Inclusive of tax, delivery, and disposable ware.

\$15.50 per person x 15 =

Total: **\$232.50**

Option #3 – Avery's - Springerville

Brisket and Pulled Pork (8 oz) on a bun	\$148.00
Side (Potato Salad or Macaroni and Cheese)	\$40.00
Paper Goods	\$12.00
Tax (9.1%)	\$18.20
Delivery	<u>\$35.00</u>

Total: **\$253.20**

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

STRATEGIC PLANNING FOR RESULTS

PUBLIC LIBRARY PLANNING OUTLINE

WHY:

The strategic planning process:

1. assumes that an organization operates within a dynamic environment and wants to be responsive to change;
2. assumes that excellence is defined locally;
3. provides the basis for determining whether library staff time, the types and number of materials purchased, the utilization of library space, and computer technology should be allocated differently.

WHAT:

We will use the standard public library planning process, *Strategic Planning for Results*, as the framework for developing the library plan. This process is a collaborative effort between community residents and staff.

A planning committee, made up of community members who live within the library's service area and who represent various constituencies, will help the library identify the community's needs. Then, the planning committee will select and recommend preliminary library service responses to address the identified needs.

Library staff will apply their knowledge and experience to assess any potential consequences of making the preliminary service responses the library's priorities. They will also consider whether the library is suited to address an identified need.

During the second planning committee meeting, the library manager will summarize her assessment of the preliminary service responses. The facilitator will then provide in-depth information about each service response that is still under consideration. Following a discussion, the planning committee will select and prioritize the final service responses.

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

Within a month, the facilitator will guide staff through the process of considering and then writing measurable goals and objectives to implement the library service responses and priorities decided upon by the planning committee. The following month, the facilitator will write the strategic plan which will be submitted to the Board of Supervisors for final approval.

WHEN:

The whole process will take approximately four months. The emphasis will be on implementation and not on planning as an end in itself. The process is projected to begin in October 2014.

WHO:

Tamara Applegate, Library Manager for the Vernon Public Library, has identified community members willing to serve on the library planning committee. Jaymie Lewis-Smith, Apache County Library District, will facilitate committee meetings and work with staff to assess service responses, and develop goals and objectives. She will also compose the strategic planning document to submit to the Board.

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

TIMELINE:

Planning committee meeting
October 3, 2014
9:00 a.m. – 3:00 p.m.
Vernon Public Library

Planning committee meeting
November 14, 2014
9:00 a.m. – 3:00 p.m.
Vernon Public Library

Library staff writes goals and objectives
December 2014

Facilitator writes Strategic Plan
January 2015

Plan submitted to Board of Supervisors for approval
February 2015

Upon obtaining Board approval implement plan
February 2015

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director, ACPHSD

Date/Signature: 09/03/14

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 revised STD IGA #ADHS14-071557 which reflects a pricing sheet update to include temporary staff funding.

BOS Meeting Date Requested 09/16/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: Changes to standard form are minimal

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Kimberly Penrod

From: Ryan Patterson
Sent: Wednesday, September 03, 2014 7:08 AM
To: Kimberly Penrod
Subject: RE: Emailing: ADHS14-071557 IGA STD Apache County, STD

It appears that we have the budget capacity. Please accept this as our approval.

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

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

From: Kimberly Penrod
Sent: Wednesday, September 03, 2014 6:51 AM
To: Joe Young; Ryan Patterson
Cc: Chris Sexton
Subject: Emailing: ADHS14-071557 IGA STD Apache County, STD

Joe and Ryan,

Please review and send approval to my attention by 09/08/14. We would like to put this on the 09/16/14 BOS Agenda.

Thx,

Kimberly

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

ADHS14-071557 IGA STD Apache County
STD

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



INTERGOVERNMENTAL AGREEMENT(IGA)

Contract No. ADHS14-071557

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Sexual Transmitted Disease (STD) Program

Begin Date: January 1, 2014

Geographic Service Area: Apache County

Termination Date: December 31, 2019

Arizona Department of Health Services has authority to for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: APACHE COUNTY PUBLIC HEALTH SERVICES Address: 395 South First Water Street P.O. Box 697 (Mailing) St. Johns, AZ 85936	<p align="center">FOR CLARIFICATION, CONTACT:</p> Name: <u>Chris Sexton</u> Phone: <u>(928) 337-7532</u> FAX No: <u>(928) 337-2062</u>
<p align="center">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. _____ Signature of Person Authorized to Sign Date _____ Print Name and Title	<p>This Contract shall henceforth be referred to as Contract No. <u>ADHS14-071557</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona Signed this _____ day of _____, 2014 _____ Procurement Officer</p>
<p align="center">CONTRACTOR ATTORNEY SIGNATURE:</p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. _____ Signature of Person Authorized to Sign Date _____ Print Name and Title	<p align="center">RESERVED FOR USE BY THE SECRETARY OF STATE</p> <p>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</p>
<p>Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: _____ Signature Date Assistant Attorney General:</p>	

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-071557	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1. "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2. "ADHS" means Arizona Department of Health Services.
 - 1.3. "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4. "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5. "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6. "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7. "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8. "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9. "Days" means calendar days unless otherwise specified.
 - 1.10. "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12. "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14. "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17. "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number ADHS14-071557	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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2. Contract Type.

This Contract shall be: (check one)

 X Cost Reimbursement

3. Contract Interpretation.

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the 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.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS14-071557	

increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under

Contract Number ADHS14-071557	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments.

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local

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taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1 Accept a decrease in price offered by the Contractor;
- 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4 Cancel the Contract.

6. Contract Changes.

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability.

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

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(including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials.**

The following provisions shall apply to Materials only:

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- 8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
- 8.2.1 Of a quality to pass without objection in the Contract description;
 - 8.2.2 Fit for the intended purposes for which the Materials are used;
 - 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5 Survival of Rights and Obligations After Contract Expiration and Termination.
- 8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
9. **State's Contractual Remedies.**
- 9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2 Stop Work Order.
- 9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination.

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as

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having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration.

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication.

- 12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances.

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity.

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

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15. Administrative Changes.

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract.

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA).

17.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome.

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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1. Background

- 1.1 In Arizona, 2012 statistics demonstrate an ongoing Sexually Transmitted Disease (STD) syndemic: the State of Arizona reported 5,856 cases of gonorrhea (GC), 30,571 cases of chlamydia (CT), and 204 cases of primary and secondary syphilis (P&S). Of the reported cases, Apache County accounted for 75 gonorrhea cases, 681 chlamydia cases, 2 P&S cases and 0 cases of congenital syphilis.
- 1.2 Disparities by race are difficult to determine in this county as the majority of the population is American Indian (71% of county population), some of the highest infection rates for chlamydia and gonorrhea were in Apache County compared to other counties in the state. The highest case rates for chlamydia were among American Indians (1026 per 100,000 population or 527 cases), Hispanics (204 per 100,000 population or 10 cases), and Non-Hispanic White (26 per 100,000 or 4 cases). The highest case rate for P&S was among the American Indian population at 3.9 cases per 100,000 population.
- 1.3 To address this syndemic, Apache County Public Health Services (ACPHS) and Arizona Department of Public Health Services (ADHS) must build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Apache County. The changing health care landscape and information technology advances present opportunities and challenges to improve STD prevention programs. The public health landscape is shifting from direct individual patient care and individual-level interventions to population health.

2. Objective

- 2.1 In accordance with the cooperative agreement with the Center for Disease Control and Prevention (CDC) Improving Sexually Transmitted Disease Programs through Assessment, Assurance, Policy Development and Prevention Strategies (STD AAPPS) Grant number CDC-RFA-PS14-1402, to assure the prevention and control of STDs by supporting and improving the capacity of ACPHS to:
 - 2.1.1 Reduce the incidence of CT, GC, and syphilis and their respective sequelae;
 - 2.1.2 Improve the integration of STD services into clinical care across the healthcare system;
 - 2.1.3 Increase access to STD services for those populations most at-risk and
 - 2.1.4 Reduce the threats of antibiotic-resistant GC, other emerging STDs, and congenital syphilis.

3. Scope of Services

The ACPHS shall:

- 3.1 In addition to the reporting, prevention and control measures stated in the Arizona Revised Statutes, Title 9, Chapter 6, Articles 1 through 11, the ACPHS will build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Apache County. Contractor shall collaborate with ADHS STDCP Epidemiologists and other community stakeholders to identify and conduct community outreach and activities to educate and screen high risk populations. Patient care and Partner Services will be in accordance with

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the current CDC STD Treatment Guidelines and STD Program Operations Guide which can be found at <http://www.cdc.gov/std/treatment>, and updates as published in the Morbidity and Mortality Weekly Report (MMWR), available at www.cdc.gov/std.

- 3.2 On an as needed basis and as approved by ADHS, hire temporary staff to enter data into the PRISM database immediately upon receipt of new case reports, laboratory reports and case investigation information. The temporary staff shall meet the requirements of a Data Entry Mid-level position and able to enter the data to ADHS' specifications: data enter more than fifty percent (50%) of the time at 9,000 – 15,000 keystrokes per hour.

4. Tasks

The ACPHS shall:

- 4.1 Within thirty (30) days of contract execution and in collaboration with the ADHS STDCP develop a one (1) year Work Plan for 2014 to meet the required activities as noted in the abovementioned Grant and in accordance with the CDC-approved Work Plan for Arizona. This plan will provide:
 - 4.1.1 Increased community screening and treatment per CDC guidance (e.g., more sexually active young women ages fifteen through twenty-four (15-24) screened for CT and more MSM screened for STDs),
 - 4.1.2 Improved services for STD clients and their partners including linkages to care (e.g., more HIV-syphilis and HIV-GC co-infected clients and HIV infected partners identified and linked to appropriate HIV care),
 - 4.1.3 Reduced re-infection (e.g., in CT, GC, and syphilis, through partner services and appropriate treatment),
 - 4.1.4 Reduce the threats of antibiotic-resistant GC, other emerging STDs, and congenital syphilis, and
 - 4.1.5 An evaluation component for proposed interventions and include proposed Performance Measures.
- 4.2 From 2015 through 2018, submit an annual work plan that continues to build upon the 2014 work plan;
- 4.3 Utilize the comprehensive database, PRISM, for state-mandated STD reporting and complete the following activities to assure accurate data entry, and quality surveillance:
 - 4.3.1 Provide timely and accurate entry of all state mandated information on laboratory and Communicable Disease Reports and Laboratory Reports for Chlamydia trachomatis, Neisseria gonorrhoea, Treponema pallidum (syphilis), Haemophilus ducreyi (chancroid), and Herpes genitalis into PRISM,
 - 4.3.2 Complete required training for data entry staff, epidemiologists, disease investigators, reporters and their supervisors,
 - 4.3.3 Follow up with reporting physicians to obtain missing data, particularly for fields that require: birthdate, gender of sex partners, pregnancy status, HIV status, treatment given, patient address and provider information, and
 - 4.3.4 By 12/31/14, assure adherence to CDC Data Security and Confidentiality Guidelines and, using the template included in the guidelines, develop a protocol addressing all aspects of the guidelines and train staff.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS14-071557	

- 4.4 Monitor gonorrhea treatment and reduce the threat of antibiotic resistance by:
 - 4.4.1 Provide CDC Treatment Guidelines to physicians that do not treat gonorrhea according to these guidelines, and
 - 4.4.2 Follow up on clients that present repeatedly for gonorrhea infection for education and to determine the reason for apparent re-infection.
- 4.5 Collaborate with the ADHS STDCP in the development of maps displaying areas of high STD morbidity and also areas with high STD/HIV co-morbidity to target prevention efforts;
- 4.6 In collaboration with the ADHS STDCP, design and implement a survey to determine:
 - 4.6.1 Where the uninsured clients or underinsured, at-risk clients are receiving safety net services,
 - 4.6.2 What their reaction to 3rd party billing might be and if there were missed opportunities prior to their visit,
 - 4.6.3 Implement the survey by June 30, 2014, and
 - 4.6.4 Report survey results by December 31, 2014.
- 4.7 Conduct priority investigation on all suspected congenital syphilis cases, complete and submit a congenital syphilis case investigation report within thirty (30) calendar days of the date of birth of a baby;
- 4.8 Conduct prompt and efficient case management activities including field investigations, internet-based partner notification, patient interviews and case closure for patients diagnosed with P&S Syphilis per CDC program standards;
- 4.9 Conduct priority investigations and partner service delivery on HIV co-infected individuals and insuring these clients are enrolled in care services;
- 4.10 Collaborate with the ADHS STD Control Program to develop a standardized format and required elements to be included in the Quarterly Activity Report;
- 4.11 Ensure 340B Drug Pricing Program integrity and maintain accurate records documenting compliance with all 340B Program requirements.

5. REQUIREMENTS

The ACPHS shall:

- 5.1 Have Internet Access to the ADHS Portal where PRISM resides;
- 5.2 Not use funds for clinical services; and
- 5.3 Abide by all HIPAA guidelines and CDC's Data Security and Confidentiality Guidelines.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS14-071557	

6. REFERENCE DOCUMENTS

- 6.1 *Internet Guidelines for Online STD Prevention and Communication* – available at: <http://www.cdc.gov/std/program/>
- 6.2 *Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydia Infection* – available at: <http://www.cdc.gov/std/program/>
- 6.3 *Practical Use of Program Evaluation among STD Programs* – available at: <http://www.cdc.gov/std/program/#fact>.
- 6.4 CDC's STD Performance Measures – available from ADHS STD Control Program
- 6.5 CDC's Data Security and Confidentiality Guidelines: <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>

7. STATE PROVIDED ITEMS

- 7.1 Provide ACPHS STDP staff with annual Security and Confidentiality training.
- 7.2 Complete 340B Drug Pricing approval for ACPHS covered entity status under the 340B Drug Pricing Program.
- 7.3 Provide ACPHS STDP technical support in the use of PRISM including training in data entry, attaching Electronic Laboratory Report, data analysis, mapping and quality assurance in the PRISM data collection system.
- 7.4 Manage and maintain the data system, PRISM. This includes acting as the liaison between the developer and the county, bi-monthly edit checks, regular system updates as provided by the developer, monthly reports to CDC.
- 7.5 Maps displaying areas of high STD morbidity to target prevention efforts. Coordinate and facilitate regularly scheduled meetings with STD Epidemiologists and local stakeholders for program planning.
- 7.6 Provide Epidemiology and technical support in the development, implementation, and evaluation of 2014 STD clinic survey.
- 7.7 Provide Medical and epidemiologic expertise through the CDC Medical Epidemiologist, including physician education and consultation.

8. REPORTING REQUIREMENTS/DELIVERABLES and SCHEDULE

- 8.1 Within thirty (30) days of contract execution, contractor shall submit a one-year Work Plan for 2014 to meet the required activities as noted in the abovementioned Grant and in accordance with the CDC-approved Work Plan for Arizona.
- 8.2 Contractor will submit updated work plans by December 15th of each subsequent year throughout the grant cycle (2015 through 2018).
- 8.3 Contractor's Expenditure Report that includes a summary of all positions, filled or vacant, with the breakdown of associated costs incurred with each position should be submitted monthly or

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS14-071557	

quarterly and shall not exceed the total budget. Reports should be submitted to the ADHS STDCP based on the schedule below.

8.4 Contractor shall submit Quarterly Progress Reports developed in accordance with their work plans within thirty (30) business days of the end of each year.

Name of Report	Time Period	Due to ADHS
Annual Work Plan	January 1, 2014 – December 31, 2014	30 Days upon contract signature
Annual Work Plan	January 1 – December 31	December 15 - Subsequent contract years.
Quarterly CER's and Progress Reports	January 1 – March 31	April 30
	April 1 – June 30	July 31
	July 1 – September 30	October 31
	October 1 – December 31	January 31

9. Notices, Correspondence and Reports

9.1 Notices, Correspondences and Reports from the ACPHS to ADHS shall be sent to:

Arizona Department of Health Services
 Attn: STD Control Program Manager, Public Health Services
 Address: 150 North 18th Avenue, Suite 140
 Phoenix, AZ 85007
 Phone: (602) 364-3676
 Fax: (602) 364-3199

9.2 Notices, Correspondence and Payments from the ADHS to the ACPHS shall be sent to:

Apache County Public Health Services District
 Attn: Chris Sexton, Director
 Address: 395 South First Water Street
 P.O. Box 697 (Mailing)
 St. Johns, AZ 85936
 Phone: (928) 337-7532
 Fax: (928) 337-2062
 Email: csexton@co.apache.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-071557	PRICE SHEET

Apache County Public Health Services
Effective January 1, 2014

COST REIMBURSEMENT LINE ITEMS	BUDGETED AMOUNT
PERSONNEL SERVICES AND EMPLOYEE RELATED EXPENSES	\$3,306.91
PROFESSIONAL & OUTSIDE SERVICES	\$0.00
PROFESSIONAL AND OUTSIDE SERVICES: TEMPORARY DATA ENTRY STAFF @ \$13.97 PER HOUR	\$0.00
TRAVEL	\$1.00
OCCUPANCY EXPENSES	\$0.00
OTHER OPERATING	\$ 2,728.09
CAPITAL OUTLAY EXPENSES	\$0.00
OTHER	\$0.00
TOTAL	\$ 6,036.00

NOTE: With prior approval from the Program Manager, the ACPHS is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded item shall require an amendment.

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
September 2, 2014
St. Johns, Arizona

Present were: Vice Chairman Barry Weller, County Manager/Clerk of the Board, Delwin Wengert and County Attorney Michael Whiting. Chairman Tom M. White Jr. and Attorney Joseph Young participated via the telephone. Supervisor Joe Shirley was not available for the meeting.

Chairman White called to order the Board of Supervisors, Library District and Health District meetings at 8:33 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Chuck Moter gave the Invocation.

Judith Peple led the Pledge of Allegiance.

Chairman White called for the Library District items.

Judith Peple, Library Director, requested approval of lease agreement between the Sanders Unified School District #18 and the Apache County Library District effective July 1, 2014 through June 30, 2015 in the amount of \$300 per month. **Mr. Weller moved approval, seconded by Mr. White.** Mr. Weller stated that he has still not received the Attorney General's decision and opinion associated with special district taxation and the budget process as committed to by our County Attorney's Office, and without that, he is not convinced (the County) is operating under an approved legal budget so all his decisions today will be contingent on that fact and he looks forward to seeing that opinion. Motion passed.

Mr. Weller moved to adjourn the Library District, seconded by Mr. White. Motion passed.

Chairman White called for the Public Health Services District meeting.

Chris Sexton, Health Director, requested approval of Intergovernmental Contract #ADHS12-007883 Emergency Preparedness Program Amendment #6. Mr. Weller stated he received communication from the Health District associated with this particular grant stating that it would be amended. Mr. Sexton stated that there was a concern the confidentiality of information and he brought that issue up with the state health department and they reviewed those provisions in the grant and will be sending an amendment out with that part being re-written defining some of the terms that were in question about the confidentiality part. **Mr. Weller moved approval as amended to include the minutes reflect the amendment document, seconded by Mr. White.** Mr. Weller asked all department heads and grant writers associated with dealing with contracts be aware that the County Attorney's Office does not review these items for content; they review for legal capability and it is up to the county staff to review them in detail for a clear understanding of all that is said within the agreements and contracts and it is up to him to oversee that. Mr. Weller stated there are problems with some of the agreements that can be found and

government entities like state and federal government will re-write them if pointed out. Motion passed.

Chris Sexton, Health Director requested approval of an Intergovernmental Agreement ADHS11-006947 Health Start Program Amendment #3 which extends the contract through September 2015 and adds the provision to Suspension or Debarment Status and Data Universal Numbering System (DUNS) requirement. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Chris Sexton, Health Director, requested approval of the revised Public Health Emergency Preparedness Manager job description and new salary range. Salary range in being reduced from Range 53 (\$46,944-\$70,417) to Range 44 (37,590-\$56,385) this is a grant funded position. Chris Sexton stated this will bring the pay scale in line with that that of the Public Health Education and promotion Division Manager pay. Mr. Sexton stated the job description has been re-written to reflect no master's degree requirement and adding five years' experience. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

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

Chairman White called for the regular agenda items.

Wesley McBride, on behalf of the Round Valley Rodeo Committee, provided an update on the outcome of the 4th of July rodeo and present reimbursement funds to the Board of Supervisors. Mr. McBride stated that the rode went very well and thanked all the municipalities and the groups as well as Apache County's maintenance crew and other personnel. Mr. McBride provided a check to the County that included the \$10,000 seed money as well as an additional check for \$3,000 for all the maintenance as a thank you and stated he hopes to continue to work together for future rodeos. Mr. Wengert stated that the committee met all last year to prepare for the 4th of July Rodeo and it consisted of Town of Springerville, the rodeo club, the County and other local community members. Mr. Wengert stated that everything turned out really well and appreciate everyone on the committee and done with all volunteer labor. Mr. Weller stated he was surprised to see additional funds coming to the County for maintenance costs and appreciated all that was done to bring this event to the community and glad it was a success. No action was needed or taken.

Mr. Wengert presented the Consent Items A & B. Mr. Weller asked each item be taken separately.

Mr. Wengert presented Consent Item A. Request approval of minutes dated July 22, 2014 and August 18, 2014. **Mr. Weller moved approval, seconded by Mr. White.** Mr. Weller stated that the August 18th minutes reflect the August 4th meeting relative to the County Attorney assuring the Board they would bring forth the written Attorney General's opinion on the special taxing district issues relative to our approval of the budget and that has not been forthcoming. Mr. Weller stated he wants to make sure the minutes continue reflect it until he receives the information, so he knows we are operating under a proper budget. Motion passed.

Mr. Wengert presented Consent Item B. Request approval of demands dated August 18, 2014-September 2, 2014. (August 18, 19, 20, 21, 26, 27, & 28, 2014). Specific details of the demands may be requested through the County public record request process. Payee Amount AZ DEPT OF REVENUE 1,893.71 ADHS AZ HEALTH CARE COST 22,400.00 APACHE COUNTY 12,484.16 APACHE COUNTY FAIR 15,000.00 AZ SUPREME COURT 2,894.33 AZ SUPREME COURT 4,180.00 AZLGEBT 290,563.94 BLUE HILLS ENVIRONMENTAL 1,032.28 BRADCO 24,691.21 CLYDE, VICTOR J 1,171.28 COURTESY CHEVROLET 26,981.89 DELL COMPUTER CORPORATION 4,089.43 DESERT MOUNTAIN CORPORATION 9,802.17 EMPIRE MACHINERY 1,241.39 ESRI INC 5,151.70 EXHIB-IT! TRADESHOW MARKETING EXPERTS 1,175.96 FRONTIER 4,514.85 HILLYARD INC 1,562.24 HUBBELL, ROCHELLE 1,000.00 INGRAM LIBRARY SERVICES 2,513.63 KATHLEEN M MCGUIRE PSY D LLC 1,775.00 LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC 1,744.50 MINKUS 2,660.60 NAVAJO TRIBAL UTILITY AUTHORITY 1,065.45 NAVAJO TRIBAL UTILITY AUTHORITY 1,926.81 NAVOPACHE ELECTRIC COOPERATIVE 17,273.76 NIELSEN WELL DRILLING 1,040.81 PATTERSON, DANA BRYCE 8,500.00 PUBLIC AGENCY TRAINING COUNCIL INC 2,165.00 QUILL CORP 1,454.52 SHELL OIL 4,109.83 ST JOHNS CITY 2,178.27 ST JOHNS EMERGENCY SERVICES 1,106.34 THOMSON REUTERS WEST 1,025.52 TOWN OF EAGAR 7,821.99 VERITAS RESEARCH CONSULTING 1,440.00 VERIZON WIRELESS 1,302.38 WHITE MOUNTAIN PUBLISHING CO 2,410.60 WOODLAND BUILDING CENTER 1,047.90 YAVAPAI COUNTY GOVERNMENT 7,750.00 APACHE COUNTY HSA 2,774.59 APACHE COUNTY MEDICAL 140,557.53 APACHE COUNTY TAX WITHHOLDING 128,214.11 AZ STATE RETIREMENT SYSTEM 85,139.79 COLONIAL LIFE AND ACCIDENT INS 1,445.06 CORRECTIONS OFFICER RET PLAN 8,593.35 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,313.49 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 14,122.03 PUBLIC SAFETY SHERIFF RET 30,252.93 SECURITY BENEFIT GROUP 1,321.00 SUPPORT PAYMENT CLEARINGHOUSE 2,589.68 AGUERO, ROBIN R 1,099.00 AMAZON COM INC 3,471.31 AMIGO CHEVROLET 1,035.40 AZLGEBT 299,554.92 BARNES, PATRICIA M 2,620.00 EAGAR, BRANNON 1,056.08 EVENFLO COMPANY INC 4,969.46 GOLIGHTLY TIRE 1,350.13 HILLYARD INC 2,060.86 INGRAM LIBRARY SERVICES 3,155.29 MERCK SHARP & DOHME CORP 1,703.26 MERRILL, KYLER GRANT 2,130.00 PRO PETROLEUM 24,554.27 QUILL CORP 2,166.83 SCRUBWORKS 2,846.00 SECURUS TECHNOLOGIES INC 1,058.38 SHELL OIL 2,255.63 SOUTHWEST AUTO AND TRUCK REPAIR 1,079.51 TJP COMMUNICATIONS 1,115.00 TYLER TECHNOLOGIES INC 8,922.89 UNIVERSAL FLEET CARD 1,028.36 VERITAS RESEARCH CONSULTING 4,880.00 WELLS FARGO BANK 2,066.40 WOODLAND BUILDING CENTER 3,854.09 YOUNGS FUTURE TIRE 6,421.00 EMTAP ENTERPRISES 13,047.00 KONICA MINOLTA 8,008.05

Mr. Weller stated he would like to adjust the language of Item B so he can vote to approve this item and requested striking out the dates in parenthesis (August 18, 19, 20, 21, 26, 27, & 28, 2014) and adding "as previously emailed and documented to supervisors for approval". Mr. Weller stated the dates do not match what was emailed to him for approval so he can not approve something that makes no sense to him. **Mr. Weller moved to approve demands dated August 18, 2014 through September 2, 2014 as previously emailed and documented to the supervisors for approval. Mr. White seconded the motion. Motion passed.**

Ferrin Crosby, County Engineer, requested approval to enter into Task Agreement #2 with the BIA-Division of Transportation, Chinle Agency, and Apache County for the purpose of road maintenance on BIA routes. Mr. Crosby stated that earlier this year the Board approved Task Agreement #1 and this task agreement would supersede and replace that task agreement due to some minor changes that were implemented into this task agreement as well as some additional language which will allow for some spot gravel on certain areas. **Mr. Weller moved approval, seconded by Mr. White.** Mr. Weller stated that the purpose is clear but in the scope of maintenance they add the wording “to BIA standards” as our responsibility and asked Mr. Crosby if that was an issue. Mr. Crosby stated no, not at all. Mr. Weller stated he is trying to understand all the levels of complexity related to working with the Navajo Nation and statutory requirements and will be formulating a letter to the Attorney General to obtain an opinion about the appropriateness to ensure we are meeting all of the stator requirement and also any documentation from our County Attorney that shows we are absolutely in statutory agreement. Motion passed.

Ferrin Crosby, County Engineer, requested approval to award Bid #201502 for the Chinle Fuel System to D& H Petroleum. Mr. Crosby stated there were two bids received:

D& H Petroleum \$138,500.52
Tank Solutions \$149,655.00

Mr. Weller moved approval to award the Bid to D& H Petroleum, seconded by Mr. White. Mr. Weller asked if the cost was within the budget expectations. Mr. Crosby stated that this is being paid for out of contingency since this was not an expected project because it was due to a fuel spill and currently still in the process of cleaning up the fuel spill and he had projected this would cost around \$150,000 so it was less than expected. Motion passed.

Ferrin Crosby, County Engineer requested approval of Resource Advisory Committee (RAC) grants from United States Department of Agriculture (USDA) for road material to be applied to County Road 3140 (in Vernon) in the amount of \$71,250 and County Road 4140 (in Eagar) in the amount of \$14,345. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Angela Romero, Election Director, requested approval of the Primary Election Canvass that was held on August 26, 2014. **Mr. Weller moved approval, seconded by Mr. White.** Mr. Wengert thanked everyone who worked on the election and many who worked through the holiday weekend to get all the early ballots done and as usual, the election department has performed flawlessly and there were no major issues with the election process and he appreciates all those that put in all the effort to make sure the Canvass could be approved today. Motion passed.

Joe Young, on behalf of the County Attorney’s Office, requested action related to a settlement payment method for Transwestern Pipeline related to valuation of property performed by Arizona Department of Revenue. Mr. Young stated this is just a matter of finalizing and approving the payments to Transwestern settlement that have been previously discussed in other Board meetings, and essentially the Board would be approving the payment as a lump sum rather than as a tax credit. Mr. Young stated everything has been settled; it’s just a matter of how to pay the money out, either as a tax credit for future years which would include interest and would be more costly than the lump sum one-time payment. Mr. Young stated that based on

discussions with both Finance and the Treasurer's Office, the one-time payment would be better to avoid interest so he is asking the Board to approve a lump sum rather than the tax credit. Mr. Weller asked if this included the school's portion as well. Mr. Young stated yes, all portions. Mr. Weller asked about those schools that applied for debt financing to pay this off. Mr. Young stated some schools obtained lines of credit for other reasons besides the repayment, and he knows of one special district that is considering a line of credit specifically to deal with this repayment debt. **Mr. Weller moved to approve all payments are to made as a lump sum, rather than financed through Transwestern, seconded by Mr. White.** Motion passed.

Mr. Wengert requested the item for a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A) (4), discussion and possible action related to the proposed 10(j) rule modification by the United States Fish & Wildlife Services (USFWS) be tabled until all three Board members could be present. Chairman White stated he also would like to wait until all three Board members were available. Mr. Weller stated he had no objection waiting. **Chairman White tabled the item.**

Chairman White opened the floor for the call to the public.

Lorraine Vaught, a resident of Vernon, stated that at the August 4, 2014 meeting the Board abated over a million dollars for personal property tax and Treasurer Begay stated that there would be notices sent out, or at least a notice in the newspaper. Mrs. Vaught stated she has been checking the paper and has not seen any notice. Mrs. Vaught stated that she stopped in the Treasurer's Office before the board meeting today and asked to speak to Mrs. Begay and she was not in, but asked whether any notices had been sent out to the 3000 taxpayers and was told by her staff they did not believe so. Mrs. Vaught requested Mrs. Begay follow through on her statement and send out the notices.

Mr. Wengert stated that this is the Apache County Fair week and the County crew has been working at the fairgrounds for the past 6 months with funding from a Community Development Block Grant and wanted to compliment the Building and Maintenance staff, Engineering crew and all those who helped with the project. The area looks really good and was asphalted and had new retaining walls build and encouraged everyone to go to the fair and see the work was done. Chairman White thanked the employees for doing such a great job on the facility.

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

Approved this 16th day of September, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

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

date/time stamp

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

County Manger _____

Date/Signature: _____

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

Demands _____

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Delwin Wengert County Manager

Date/Signature:

9/4/14 DW

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

Discussion and approval for the modification of position
The current Executive Assistant/Record Manager to
An Administrative Coordinator. Current Range is 33-10
Range 38. This request is made as a result of greater
duties and responsibilities.

BOS Meeting Date Requested

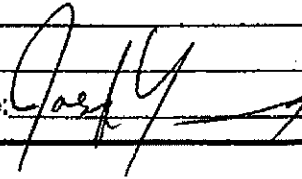
9/16/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Delwin Wengert County Manager

Date/Signature: 9/4/14 DW

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

Discussion and approval for the modification of the current Executive Assistant/Record Manager to an Administrative Coordinator. Current Range is 33-to Range 38. This request is made as a result of greater duties and responsibilities.

BOS Meeting Date Requested 9/16/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Handwritten Signature]

Other Review: _____

Signature: _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: Blaine Taylor 9-2-14

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

Request authorization to accept the Emergency Management Performance Grant (EMPG) in the amount of
\$127,263.00.

BOS Meeting Date Requested 9/16/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: Joseph Y

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County EMPG Summary

For FFY 2014

GRANT # EMW-2014-EP-00016-S01

CFDA # 97.042

Prepared by Vanessa Lupercio

PCA 83290

Prepared On: 8/25/2014 8/25/2014

18660005390-018		1 Qtr	2 Qtr	3 Qtr	4 Qtr	5 Qtr	6 Qtr	7 Qtr
Total Awarded		Oct - Dec 13	Jan - Mar 14	Apr - Jun 14	Jul - Sep 14	Oct - Dec 14	Jan - Mar 15	Apr - Jun 15
Expenses		127,263.00						
Personnel	\$48,918.20							
Fringe Benefits	\$31,166.87							
Travel/Transportation	\$9,172.00							
Equipment	\$25,828.29							
Supplies	\$3,927.25							
Consultant/Contractual	\$0.00							
Other	\$8,250.00							
Total	\$127,262.61	-	-	-	-	-	-	-
Amount of Check		-	-	-	-	-	-	-
Grant Information								
Allocation								
Grant Balance		127,263.000	127,263.000	127,263.00	127,263.00	127,263.00	127,263.00	127,263.00
Date Paid								
Warrant #								
Narrative Report Due		Jan 30	Apr 30	Jul 30	Oct 30	Jan 30	Apr 30	Apr 30
Narrative Report Rec'd				YES	YES	YES	YES	YES

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1.		\$	\$	\$	\$	0.00
2. EMPG	97.042			127,262.60	127,262.60	254,525.20
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 127,262.60	\$ 127,262.60	\$ 254,525.20

SECTION B - BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$ 48,918.20	\$ 48,918.20	\$	\$	\$ 97,836.40
b. Fringe Benefits	31,166.87	31,166.87			62,333.74
c. Travel	9,172.00	9,172.00			18,344.00
d. Equipment	25,828.29	25,828.29			51,656.58
e. Supplies	3,927.25	3,927.25			7,854.50
f. Contractual					0.00
g. Construction					0.00
h. Other	8,250.00	8,250.00			16,500.00
i. Total Direct Charges (sum of 6a-6h)	127,262.61	127,262.61	0.00	0.00	254,525.22
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$ 127,262.61	\$ 127,262.61	\$ 0.00	\$ 0.00	\$ 254,525.22
7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

Request for EMPG Funds
Federal Fiscal Year 2014
Arizona Division of Emergency Management

Application for Emergency Management Performance Grant Funds

Please contact Wendy Smith-Reeve at wendy.smith-reeve@azdema.gov or 602-464-6203 if you have any questions regarding this application.

Jurisdiction:	Apache County		
EMPG Status	<input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant	Total Amount Requested	\$127,262.60

1. Provide a brief description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds.

Maintaining and sustaining the county emergency management program. This fiscal cycle we are working to:

- complete a Continuity of Operations/ Continuity of Government plan,
- update our Hazard Mitigation plan,
- expand and fill identified gaps in our communications systems and processes,
- upgrade and improve JIC/Call center equipment and capabilities,
- increase number of trained personnel to staff EOC positions during incident support operations,
- establish credentialing protocol and methods for identified EOC, JIC and volunteer staff

2. Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.

- Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator
- Emergency manager/coordinator duties are assigned to full-time staff with other significant duties
- Emergency manager/coordinator is a part-time, or seasonal position, or contracted
- Emergency manager/coordinator duties are assumed as needed by other staff or elected officials

3. List the name and position title of each staff member whose position is funded through the EMPG Program, or used as EMPG Match.

Local EMPG Program Funded Staff	Indicate whether Full-time or Part-time Staff	If Part-time indicate number of hours worked per week
Name: Brannon Eagar Position: Emergency Management Director	Full-time	
Name: Richard Guinn Position: Emergency Services Coordinator	Full-time	
Name: Beverly Parks Position: Emergency Management Specialist	Full-time	
Name: Position:		
Name: Position:		
Name: Position:		

4. Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement.

The emergency management program of Apache County is a division of the Sheriff's Office. We have 1 FTE assigned as the Emergency Management Specialist whose function is to provide clerical and administrative support for the program – filing, documentation, reimbursements, tracking grant expenditures, submitting quarterly reports, etc..

The Emergency Services Coordinator is responsible for the day to day emergency management operations as well as reviewing, developing and maintaining plans, and serves as the program manager, setting goals, establishing priorities, writing grants, coordinating response support efforts for SAR operations, Incident operations support, and supervises the establishment and operations of the county EOC and JIC, and supervises the Emergency Management Specialist. This is one FTE, whose primary responsibility is emergency management, with other duties as assigned by Sheriff or Chief Deputy.

The Emergency Management Director oversees the program. He gives input and guidance for the program, serves as the policy leader, and coordinates the political and administrative interaction with other departments and elected officials. This is one FTE, with significant other duties (i.e. day to day oversight of all Sheriff's Office operations – including emergency management) approximately 40% of time is emergency management.

All hours worked by the Specialist and the Coordinator are submitted weekly through the county's electronic reporting interface and by paper time sheet to the Sheriff's Office. The Director is also the Chief Deputy and is an exempt position so weekly time is not reported.

Apache County's emergency management program is funded through EMPG funds that are matched by a \$40,000 County general fund contribution and the remainder matched by Sheriff's Office funding through salary match and cost matching on EM expenditures.

Jurisdiction Point of Contact:

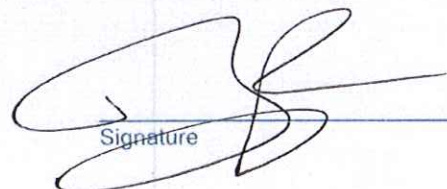
1. **Name:** Richard Guinn
2. **Address:** PO Box 518
3. **Telephone Number:** 928-245-0181
4. **Fax Number:** 928-337-2709
5. **Email Address:** rguinn@co.apache.az.us

Authorization to Submit Application:

By signature below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of grant award.

Jurisdiction Financial Officer:

Printed Name: Ryan Patterson


Signature

Jurisdiction Signatory Official:

Printed Name: Brannon Eagar


Signature

Complete the EMPG Detailed Budget and Annual Work Plan below and include with application.

Emergency Management Program Grant Detailed Budget**A. Personnel**

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Personnel			
Position Title	Annual Salary	% of Time Devoted to Grant	Total Personnel Costs
Emergency Management Director, Chief Deputy Brannon Eagar	\$73,984	40%	\$29,593.60
Emergency Services Coordinator Sergeant Richard Guinn	\$43,371	80%	\$34,696.80
Emergency Management Specialist, Beverly Parks	\$33,546	100%	\$33,546.00
		Total Personnel	\$97,836.40
		Total Federal Contribution	\$48,918.20
		Total Non-Federal Contribution	\$48,918.20

B. Fringe Benefits

Fringe benefits should be based upon actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation.

Fringe Benefits			
Position Title	Annual Fringe Benefit	% of Time Devoted to Grant	Total Fringe Benefit Cost
Emergency Management Director	\$53,226.85	40%	\$21,290.74
Emergency Services Coordinator	\$35,860.44	80%	\$28,688.35
Emergency Management Specialist	\$12,354.65	100%	\$12,354.65
		Total Fringe Benefits	\$62,333.74
		Total Federal Contribution	\$31,166.87
		Total Non-Federal Contribution	\$31,166.87

C. Travel

Itemize travel expenses of personnel by trip. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence).

Travel is calculated using the following formula:

Per diem Rate : \$54.00/day Phoenix, \$44.00/day San Antonio

Lodging Rate: \$154.00 (inc tax, High Season) Phoenix, \$169/night Conference Hotel San Antonio.

Most meetings are held in Phoenix.

Rate calculation is Per Diem and Lodging/day x # People x # days

Air fare is not calculated because we do not fly unless there is no alternative.

Estimates for travel are based on previous annual experience. Unable to indicate dates for travel because various annual meetings held by AZDoHS, AZDEMA, ADOT, AZDHS and other organizations have not been scheduled or planned as yet, and therefore have no way to show other than on average we travel to at least 25 meeting days annually – apart from the three events listed.

Travel						
Travel Description	Location	Number of People	Rate	Days/Miles	Total cost (Number of People X Rate X Days or Qty)	Travel Dates
Director's Mtg (2)	Phoenix	3	\$208.00/day	4 (2 Meetings)	\$2496.00	TBD
AESA conference	Phoenix	3	\$208.00/day	2 days	\$1248.00	August
IAEM Conference	San Antonio	4	\$210.00/day	5 days	\$4200.00	October
Meetings	Statewide	2	\$208.00/day	25 annually	\$10,400.00	Yearlong
					Total Travel	\$18,344
					Total Federal Contribution	\$9,172
					Total Non-Federal Contribution	\$9,172

D. Equipment

List all non-expendable equipment to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year.

Equipment				
AEL Category	Item Description	Number of Items	Cost per Item	Total Cost of Items
Information Technology (Cat 4)	Dell Precision laptops - EM staff	3	\$2222.29	\$6668.67
Interoperable Comms Equipment (Cat 6)	Kenwood TK 690 VHF Mobile radios 100W	6	\$1450.00	\$8700.00
Interoperable Comm Equip (Cat 6)	Kenwood TK190 VHF Portable Radios	20	\$900.00	\$18,000.00
Information Technology (CAT 4)	Dell Inspiron 15 3000 laptops for JIC staff	5	\$1300.00	\$6500.00
Information Technology (Cat 4)	Dell Desktops – EM Staff	2	\$1500.00	\$3000.00
Phys. Sec. Enh. Equip. (Cat 14)	Datacard 360 Photo ID/credentialing system	1	\$3995.00	\$3995.00
Interoperable Comm Equip (Cat 6)	Kenwood TK6110 VHF Mobile radios 70W Base stations	2	\$1500.00	\$3000.00
Other Authorized equipment (Cat 21)	Pelican cases for storage/transport of JIC laptops, radios and credentialing system	5	\$358.58	\$1792.90
Total Equipment				\$51,656.57
Total Federal Contribution				\$25,828.29
Total Non-Federal Contribution				\$25,828.29

Equipment Narrative

DELL Precision laptops are to replace/upgrade older current issue computers used by EM staff to support duty functions while away or in field operations. DELL desktops are to replace current computers that over 6 years old.

Kenwood radios are to provide communications for EOC, JIC/Call Center operations during incident support activities. These are VHF Low band radios that provide greater range than conventional VHF high band radios. Additionally, this provides us with a capability to communicate with DSCA assets in the 30-50 Mhz band, a gap in communications capability revealed during Vigilant Guard and Angel Thunder/Resolute Angel exercises. 2 TK6110's will be setup as a base stations for use in the JIC/call center and the EOC. The TK190's will be for staffers to communicate with and coordinate response for support operations without interfering with incident communications, an issue identified during Wallow fire. The TK690's will be installed in our communications truck, communications trailer, the EM Director's vehicle, the SAR coordinator's vehicle, the SO district commanders unit. The TK190's and the two base station TK6110's will be stored and transported in pelican cases.

The 5 Dell Inspiron laptops are to replace 9 year old laptops used by the JIC staff during incident operations. These laptops will be stored and transported in a Pelican protective case.

The Datacard 360 ID and credentialing system will be used to credential EOC, JIC and support staffers during incident operations. This gap was identified during Wallow fire operations. This system will be stored and transported in a Pelican protective case.

This equipment will be maintained through local funding.

E. Supplies

Generally, supplies include any materials that are expendable or consumed during the course of a year. List items by type (office supplies, postage, training materials, copying paper, and other expendable items.) and show the basis for computation.

Supplies			
Item description	Number of items	Cost per item	Cost = Number of items X Cost per item
Office Supplies		Estimated	\$2500.00
Uniform supplies (Shirts and Jackets – EM and EOC Staff)		Estimated	\$1500.00
ICS Vests for EOC/with titles	10	\$65.45	\$654.50
Training and exercise supplies		Estimated	\$3200.00
Total Supply			\$7,854.50
Total Federal Contribution			\$3,927.25
Total Non-Federal Contribution			\$3,927.25

Supplies Narrative

Describe what the supplies will be used for and how you derived at your estimate. If possible, please describe the types of supplies you are projecting to purchase.

Standard office supplies (pens, paper, printer ink, postage, printing for flyers and advertising, etc.) calculated based on past years expenditures.

Replace uniform shirts for EOC and EM staff. Cost estimate based on past expenditures for similar items.

ICS vests for EOC and JIC staff for position identification.

Training and exercise supplies (pens, notepads, flipcharts, forms, etc.) to support local training of EOC staff and exercises (1 communications functional exercise, 1 JIC/Call center exercise, 1 EOC staff exercise)

F. Contractual

Consultants/Contracts				
Description	Name of Organization	Number of Hours	Cost Per Hour	Cost = (Number of hours X Cost Per Hour)
Total Contractual				
Total Federal Contribution				
Total Non-Federal Contribution				

Contractual Narrative

Describe what the contractual services are providing to you and how they support your emergency management work plan.

No contractual services planned to be utilized with this funding source.

G. Other Costs

In this list any other items or services that do not fall under the above listed categories.

Other Costs			
	Number of Units	Cost Per Unit	Total Cost = Number of Units X Cost Per Unit
Cell phone service	12 mos	\$500	\$6,000.00
Fuel	3000 gal	\$3.50/gal	\$10,500.00
Total Other			\$16,500.00
Total Federal Contribution			\$8,250.00
Total Non-Federal Contribution			\$8,250.00

Other Narrative

Describe what these costs are and how they support your emergency management work plan.

Our cellular plan supports several cellphones and data devices which are utilized to support daily operations as well as incident support operations. This plan allows us to access WebEOC and other web based resources and utilities anywhere we have cell phone service, a necessity for an organization that has no fixed EOC.

Fuel costs are related to travel and meetings for EM program. Calculation is based on historical average of travel for EM operations. Approximately 45,000 miles annually at 15 mile per gallon, 3000 gallons annually. Fuel price is based on recent averages. Total estimate 3000 gallons/year @\$3.50/gal

Federal Fiscal Year 2014
Emergency Management Program Grant Annual Work Plan

Jurisdiction:	Apache County
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Your jurisdiction will be required to report quarterly on your progress for each identified activity.

Reminder: The Arizona Division of Emergency Management directs the local jurisdiction pass through EMPG funding can only be used for salary and benefits of the EM program individual(s) identified on the attached application. Only salary and benefits associated with the EM staff time used to achieve the emergency management goal(s) can be reimbursed or used as local match through EMPG.

2014 EMPG Special Conditions/Grant Assurances

Check the boxes below indicating your understanding and concurrence with the following conditions and assurances:

- ADEM staff will conduct an Emergency Management Performance Grant (EMPG) on-site grant review during the period of performance. Jurisdictions may be required, during this site visit, to provide a spending plan to ADEM.
- Participate in the development of the State's annual Threat and Hazard Identification and Risk Assessment (THIRA) and/or Tribal partners can choose to independently develop and submit a Threat and Hazard identification and Risk Assessment and submit directly to DHS/FEMA by December 31, 2014.
- Develop a multi-year Training and Exercise Plan (TEP) and/or participate in the state multi-year Training and Exercise Plan Workshop (TEPW).
- Establish and maintain compliance with the National Incident Management System (NIMS).

Select from the following items and check the boxes below indicating the emergency management (EM) goals your jurisdiction's emergency management program plans to accomplish this grant performance period. The items checked will require updates in your quarterly programmatic reports.

2014 EMPG Grant Activities

Mitigation Plans

- Conduct a hazard analysis and risk assessment prior to mitigation plan development
- Develop/enhance all-hazards mitigation plans

Emergency Management/ Operation Plans

- Modify existing incident management and emergency operations plans aligning them with the guidelines of Comprehensive Preparedness Guide 101 Version 2 (CPG 101 V2)
- Modify existing incident management and emergency operations plans
- Develop/enhance comprehensive emergency management plans
- Develop/enhance large-scale and catastrophic event incident plans

Communications Plans

- Develop/enhance communication interoperability plans
- Develop/enhance tactical interoperability communications plans

Continuity/ Administrative Plans

- Develop/enhance Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Develop/enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community Engagement/ Planning

- Develop/enhance emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Provide training and other support as necessary to assist local jurisdictions to further develop preparedness through community, school, and private sector/business outreach
- Build new partnerships to expand planning and citizen capabilities
- Community-based plans to advance "whole community" security and emergency management

Federal Fiscal Year 2014
EMPG Annual Work Plan (continued)

Jurisdiction: **Apache County**

- Public education and awareness on emergency management and preparedness
- Plans to foster public-private sector partnerships
- Brief civic groups and senior citizens on local hazards and family preparedness plans
- Conduct awareness, individual response training, and evacuation drills in schools
- Conduct workshops on the local Emergency Operations Plan (EOP) / Emergency Response Plan (ERP)
- Arrange for disaster preparedness and response information to be included in utility bills, or as inserts in the local newspaper
- Publish emergency preparedness information in the local telephone directory
- Prepare an emergency preparedness calendar for distribution throughout the community
- Work with Local Emergency Planning Committee (LEPC) (where LEPC exists)
- Public education and awareness
- Develop or formalize agreements through letters or memorandums of understanding (MOU) to clarify mutual expectations, if existing, with local agencies or private organizations that can assist with emergency planning preparation, response, or recovery
- Develop intra-state mutual aid agreements that encourage building partnerships across all levels of government, tribal organizations, non-governmental organizations, and private entities in neighboring jurisdictions
- Program evaluations

Resource Management Planning

- Develop/enhance logistics and resource management plans
- Develop/enhance volunteer and/or donations management plans
- Acquisition of critical emergency supplies such as: shelf stable food products, water and/or basic medical supplies. (Acquisition of such items requires FEMA's approval and additional planning strategy.)

Evacuation Planning

- Develop/enhance evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry

Recovery Planning

- Develop/enhance disaster housing plans (such as create/support a local disaster housing task force)
- Develop/enhance short-term, intermediate and long-term recovery plans

Training and Exercise

- Develop, update, enhance, or conduct exercise activities
- Develop, update, enhance, or conduct training activities

Equipment

- Intend to purchase allowable equipment identified within the Authorized Equipment List (AEL) identified by FEMA at <https://www.llis.dhs.gov/knowledgebase>. Please identify type of equipment by checking appropriate box below.
- Information Technology (Category 4)
- Cyber security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

Complete, scan and submit the EMPG Application and Work Plan to federalgrants@azdema.gov not later than April 4, 2014.

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED (date formatted) 4/7/2014	(FOR ADEM USE ONLY)
1. TYPE OF SUBMISSION:	3. DATE RECEIVED BY STATE
Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction
4. Annual County Allocation	

5. APPLICANT INFORMATION	
County Name: Apache	Organizational Unit: Sheriff's Office
Address (give city, county, state, and zip code): PO Box 518 Saint Johns, Apache County, AZ 85936	Name and telephone number of person to be contacted on matters involving this application (give area code) Richard Guinn 928-245-0181

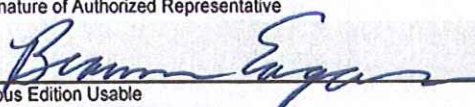
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 8 6 6 0 0 0 3 8 5	7. TYPE OF APPLICANT: (enter appropriate letter in box) A
6a. Dun & Bradstreet Number: 1 7 0 3 2 0 0 2 7	A. County B. Municipal C. Township D. Interstate E. Intermunicipal O. Other (Specify)
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	F. Independent School Dist. G. Private University H. Indian Tribe I. Individual J. Profit Organization

If Revision, enter appropriate letter(s) in box(es) A. Increase Award B. Decrease Awa C. Increase Duration D. Decrease Duration Other (specify):	9. NAME OF STATE AGENCY: Arizona Division of Emergency Management
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10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE: Emergency Management Performance Grant 9 7 - 0 4 2	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Emergency Management State & Local Assistance
12. AREAS AFFECTED BY PROJECT (Cities, Counties, etc.): Countywide	

13. PROJECT DATES: Start Date: 10/01/2011 Ending Date: 09/30/2013	14a. CONGRESSIONAL DISTRICTS: 1	14b. LEGISLATIVE DISTRICTS: 2
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15. ESTIMATED FUNDING:	16. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.
a. Federal \$ 127,262.60	
b. Applicant \$ 127,262.60	
d. TOTAL \$ 254,525.20	

17. a. Type Name of Authorized Representative Brannon Eagar	b. Title Emerg Mgmt Director	c. Telephone Number 928-337-4321
d. Signature of Authorized Representative 		e. Date Signed (date formatted) 4/7/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Emergency Management Director
APPLICANT ORGANIZATION Apache County Sheriff's Office	DATE SUBMITTED April 7, 2014

BUDGET INFORMATION - Non-Construction Programs
SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1.		\$	\$	\$	\$	0.00
2. EMPG	97.042			127,262.60	127,262.60	254,525.20
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 127,262.60	\$ 127,262.60	\$ 254,525.20

SECTION B - BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$ 48,918.20	\$ 48,918.20	\$	\$	\$ 97,836.40
b. Fringe Benefits	31,166.87	31,166.87			62,333.74
c. Travel	9,172.00	9,172.00			18,344.00
d. Equipment	25,828.29	25,828.29			51,656.58
e. Supplies	3,927.25	3,927.25			7,854.50
f. Contractual					0.00
g. Construction					0.00
h. Other	8,250.00	8,250.00			16,500.00
i. Total Direct Charges (sum of 6a-6h)	127,262.61	127,262.61	0.00	0.00	254,525.22
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$ 127,262.61	\$ 127,262.61	\$ 0.00	\$ 0.00	\$ 254,525.22
7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES						
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS		
8.	\$	\$	\$			0.00
9.						0.00
10.						0.00
11. EMPG						
12. TOTAL (sum of lines 8-11)	\$	\$	\$	127,262.60	127,262.60	127,262.60
SECTION D - FORECASTED CASH NEEDS						
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
	\$		\$	\$	\$	\$
13. Federal	127,262.60	31,815.65	31,815.65	31,815.65	31,815.65	31,815.65
14. Non-Federal	127,262.60	31,815.65			31,815.65	31,815.65
15. TOTAL (sum of lines 13 and 14)	\$ 254,525.20	\$ 63,631.30	\$ 63,631.30	\$ 63,631.30	\$ 63,631.30	\$ 63,631.30
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT						
(a) Grant Program	FUTURE FUNDING PERIODS (Years)					
	(b) First	(c) Second	(d) Third	(e) Fourth		
16. EMPG	\$ 31,815.65	\$ 31,815.65	\$ 31,815.65	\$ 31,815.65	\$ 31,815.65	\$ 31,815.65
17.						
18.						
19.						
20. TOTAL (sum of lines 16-19)	\$ 31,815.65	\$ 31,815.65	\$ 31,815.65	\$ 31,815.65	\$ 31,815.65	\$ 31,815.65
SECTION F - OTHER BUDGET INFORMATION						
21. Direct Charges:			22. Indirect Charges:			
23. Remarks:						

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Brannon Eagar

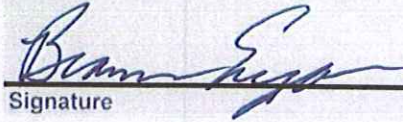
Name

PO Box 518

Address

St Johns, AZ 85936

City, State Zip



Signature

4/7/2014

Date

Exercise Data Table Template

Exercise Name	Date(s) of Exercise	Type of Exercise ¹	# of EMPG-Funded Personnel Participating ²	Date AAR Completed
Communications Exercise	TBD	Functional	3	
JIC/Call center Exercise	TBD	Functional	3	
EOC Standup	TBD	Functional	3	
Statewide Exercise	TBD	TBD	3	

Training Date Table Template³

EMPG-Funded Personnel: Name	NIMS Courses – Completion Dates				FEMA Professional Development Series – Completion Dates							
	IS 100b	IS 200b	IS 700a	IS 2800	IS 120a	IS 230d	IS 235b	IS 240a	IS 241a	IS 242a	IS 244b	
Brannon Eagar		2/29/12	9/30/05	?		2/29/12	2/29/12	2/29/12	2/29/12	2/29/12	2/29/12	
Richard Guinn	5/11/10	5/12/10	11/30/11	?	8/13/10	8/2/10	8/5/10	8/5/10	2/10/11	2/3/11	8/13/10	
Beverly Parks	2/8/12	2/9/12	9/16/10	?	8/6/12	2/23/12	2/27/12	2/16/12	2/21/12	2/23/12	2/23/12	

¹ Exercise type includes: Seminar, Workshop, Tabletop, Game, Drill, Functional, and Full Scale

² Attach sign-in sheet(s) to EMPG Quarterly Reports

³ Each course is required to be completed once and upon revision

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature:

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

Sheriff's Office request authorization to accept the Governor's Office of Highway Safety Grant (GOHS) Selective Traffic Enforcement; 2015-PT-001, in the amount of \$44,668.00. This funding will support the purchase of ten (10) radars, and overtime with employee related expenses to enhance speed enforcement throughout Apache County.

BOS Meeting Date Requested September 16, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: *[Signature]* 9-2-14

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

Sheriff's Office request authorization to accept the Governor's Office of Highway Safety Grant (GOHS) Selective Traffic Enforcement; 2015-PT-001, in the amount of \$44,668.00. This funding will support the purchase of ten (10) radars, and overtime with employee related expenses to enhance speed enforcement throughout Apache County.

BOS Meeting Date Requested September 16, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

HIGHWAY SAFETY CONTRACT

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

		CFDA: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2015-PT-001	
ADDRESS PO Box 518, St. Johns, AZ 85936	PROGRAM AREA: 402-PT	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Lance Spivey	
ADDRESS PO Box 428, St. Johns, AZ 85936	3. PROJECT TITLE:	
4. GUIDELINES: 402-Police Traffic Services (PT)	Selective Traffic Enforcement (STEP) and Equipment	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses and Capital Outlay: Ten (10) Radars to enhance Speed Enforcement throughout Apache County.		
6. BUDGET COST CATEGORY	Project Period FFY 2015	
I. Personnel Services	\$14,286.00	
II. Employee Related Expenses	\$5,714.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$24,668.00	
TOTAL ESTIMATED COSTS	\$44,668.00	
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$44,668.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

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

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

Agency Problem:

The Apache County Sheriff's Office has become more proactive in selective traffic enforcement over the past seven years. Because of the funding from the AZGOHS, the Apache County Sheriff's Office has been able to participate in the White Mountain DUI Taskforce on a limited basis. However, more participation could be realized with more funding. Likewise, the Apache County Sheriff's Office has an increase in injury collisions, citations issued and speed related citations, despite efforts to educate the public in regards highway safety. During this fiscal year, the Apache County Sheriff's Office would like to attempt to solve the DUI Drug, speed-related injuries and alcohol related injuries in Apache County. In order to be more proactive in selective traffic enforcement and impaired driver enforcement, the Apache County Sheriff's is requesting more funding for overtime and equipment.

Agency Attempts to Solve Problem:

Over the past seven years, the Apache County Sheriff's Office has become more and more proactive in selective traffic enforcement. While the department has become more active, our manpower, staffing and equipment resources have made it impossible to devote deputies to full-time positions to this type of enforcement and education mission. Deputies have been diligent in enforcing traffic law and arresting the motoring public for impaired driving and aggressive driving. However, despite those best efforts, people died in collisions related to speed, alcohol and/or drug impairment.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses and Capital Outlay: Ten (10) Radars to enhance Speed Enforcement throughout Apache County.

How Agency Will Solve Problem With Funding:

The Apache County Sheriff's Office will purchase and implement the capital outlay during the first quarter of FY 15.

The Apache County Sheriff's Office will utilize funding to conduct monthly STEP campaigns throughout Apache County. The Apache County Sheriff's Office believes the continued STEP/Speed enforcement will help produce positive results and make the roadways in Apache County safer for the motoring public.

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

- Implement a system of programs designed to educate the public regarding safe and responsible driving.
- Develop a calendar of STEP activities for FY 15 throughout Apache County, Arizona.
- Participate in monthly STEP enforcement campaigns throughout Apache County.
- Reduce or maintain the number of collisions investigated by the Apache County Sheriff's Office through STEP campaigns throughout the County for FY 15
- Reduce the number of speed related injuries and fatalities in Apache County for FY 15.
- Reduce or maintain the number of injury collisions in Apache County for FY15.

The Apache County Sheriff's Office will utilize grant funding throughout the federal fiscal year by participating in saturation patrols and STEP enforcement details. The Apache County Sheriff's Office will improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage and promote roadway safety; along with deterring aggressive and distracted drivers. Furthermore, the Apache County Sheriff's Office will continue to report necessary statistical data to ensure accurate comparisons of STEP enforcement citations that are issued. The Apache County Sheriff's Office will continue to increase the public's awareness associated with the dangers of speeding, aggressive/distracted driving; and continue to provide training and updates on traffic laws to Apache County Sheriff's Office deputies.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses and Capital Outlay: Ten (10) Radars to enhance Speed Enforcement throughout Apache County.

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

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 10:00a.m. the morning following each day of the event.**

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

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

METHOD OF PROCEDURE:

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

Personnel Services – To support Overtime for STEP/Speed Enforcement and Equipment Activities

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

Capital Outlay – To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities:

Ten (10) Radars

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

EQUIPMENT:**Ten (10) Radars**

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

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

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

Administrative and Maintenance Costs:

The Apache County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the Ten (10) Radars.

Decals:

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

Equipment Purchase:

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

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

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

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

Original Purpose of Equipment:

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

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

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

Insurance:

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

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

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

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

Requirements for Speed Monitoring Trailer Systems:

Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, data collection. The Apache County Sheriff's Office will maintain a written policy covering usage of the Speed Trailer System, which will be available upon request for review by GOHS.

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

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

EQUIPMENT –**Requirements for Equipment:**

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** 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 ONLINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishment

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Michelle Kennedy, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of 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 \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. 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 or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records

- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$14,286.00
II.	Employee Related Expenses (ERE)	\$5,714.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$24,668.00
	Ten (10) Radars = \$2,466.80 each	
	TOTAL ESTIMATED COSTS	*\$44,668.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$44,668.00.

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

Signature of Project Director:

Joseph Dedman, Sheriff
Apache County Sheriff's Office

*Signature of Authorized Official of
Governmental Unit:*

Tom White, Chairman
Apache County Board of Supervisors

Date Telephone

Date Telephone

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: [Signature] 9-2-14

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

Sheriff's Office request authorization to accept the Governor's Office of Highway Safety Grant (GOHS) DUI Enforcement Equipment; 2015-AL-027, in the amount of \$4,535.00. This funding will support the purchase of eight (8) portable breath testers, and two (2) blood kits, to support and enhance DUI enforcement and education throughout Apache County.

BOS Meeting Date Requested September 16, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature:

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

Sheriff's Office request authorization to accept the Governor's Office of Highway Safety Grant (GOHS) DUI Enforcement Equipment; 2015-AL-027, in the amount of \$4,535.00. This funding will support the purchase of eight (8) portable breath testers, and two (2) blood kits, to support and enhance DUI enforcement and education throughout Apache County.

BOS Meeting Date Requested September 16, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:

Contract Number: 2015-AL-027
Purpose of Project: DUI Enforcement Equipment
Eight (8) Portable Breath Testers (PBTs) to include
Eight (8) Mouthpieces and Materials/Supplies:
Two (2) Blood Kits

Dear Sheriff Dedman:

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

Please complete the following steps:

1. Please review the entire contract as there have been significant changes throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 22) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Tom White, Chairman, Apache County Board of Supervisors as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-18-14

Date

Enclosures
AG: mmk

HIGHWAY SAFETY CONTRACT

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

CFDA: 20.600

1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2015-AL-027
ADDRESS PO Box 518, St. Johns, AZ 85936	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Lance Spivey
ADDRESS PO Box 428, St. Johns, AZ 85936	3. PROJECT TITLE:
4. GUIDELINES: 402-Alcohol (AL)	DUI Enforcement Equipment

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay: Eight (8) Portable Breath Testers (PBTs) to include Eight (8) Mouthpieces and Materials/Supplies: Two (2) Blood Kits to support and enhance DUI Enforcement and Education throughout Apache County.

6. BUDGET COST CATEGORY	Project Period FFY 2015
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	\$308.00
VII. Capital Outlay	\$4,227.00
TOTAL ESTIMATED COSTS	\$4,535.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$4,535.00

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

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: Eight (8) Portable Breath Testers (PBTs) to include Eight (8) Mouthpieces and Materials/Supplies: Two (2) Blood Kits to support and enhance DUI Enforcement and Education throughout Apache County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & 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 incidence 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.

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 10:00a.m. the morning following each day of the event.**

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

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

METHOD OF PROCEDURE:

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

Materials and Supplies – To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Activities:

Two (2) Blood Kits

Capital Outlay – To purchase/procure the following Capital Outlay for DUI/Impaired Driving Activities:

Eight (8) Portable Breath Test Devices (PBTs) and Eight (8) Mouthpieces

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to

the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

EQUIPMENT:

Eight (8) Portable Breath Test Devices (PBTs) and Eight (8) Mouthpieces

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

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

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

Administrative and Maintenance Costs:

The Apache County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **Eight (8) Portable Breath Testing Devices (PBTs) and Eight (8) Mouthpieces.**

Decals:

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

Equipment Purchase:

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

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

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

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

Original Purpose of Equipment:

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

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

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

Insurance:

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

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Apache County Sheriff's office will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the agency and will be available upon request for review by GOHS.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

EQUIPMENT –

Requirements for Equipment:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** 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 ONLINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishment

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Michelle Kennedy, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of 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 \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. 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 or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records

- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (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	\$308.00
	Two (2) Blood Kits = \$154.00 each	
VII.	Capital Outlay	\$4,227.00
	Eight (8) Portable Breath Testing Devices (PBTs) = \$3,749.00 each	
	Eight (8) Mouthpieces = \$478.00 each	
	TOTAL ESTIMATED COSTS	*\$4,535.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$4,535.00.

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Beverly Parks

Title: E.M. Specialist

Telephone Number: 928-337-7630 Fax Number: 928-337-3778

E-mail Address: bparks@co.apache.az.us

2. Agency's Fiscal Contact:

Name: Beverly Parks

Title: E.M. Specialist

Telephone Number: 928-337-7630 Fax Number: 928-337-3778

E-mail Address: bparks@co.apache.az.us

Federal Identification Number: 8161000385

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Apache County

Warrant/Check to be mailed to:

Apache County Sheriff's Office
(Agency)

P.O. Box 518
(Address)

St. Johns, Az 85936
(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

Signature of Project Director:

Joseph Dedman, Chief
Apache County Sheriff's Office

*Signature of Authorized Official of
Governmental Unit:*

Tom White, Chairman
Apache County Board of Supervisors

Date Telephone

Date Telephone

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Ferrin Crosby, Engineering,

Date/Signature: 9/2/14

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

Discussion and possible approval of a new franchise agreement between Apache County and Arizona Public Service Company to enter upon all present and future public rights-of-way within the area described in the agreement, to connect electric transmission and distribution system with APS systems elsewhere

BOS Meeting Date Requested 9/16/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: legal review attached

Signature:

Finance Review: No Budget impact

Signature:

Human Resources Review:

N/A

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Ferrin Crosby

From: Michael B. Whiting <MWhiting@apachelaw.net>
Sent: Wednesday, August 27, 2014 11:53 AM
To: Ferrin Crosby; Joe Young
Cc: Delwin P. Wengert
Subject: RE: franchise agreement

Legally sufficient please take this email as a signature

Michael B. Whiting
Apache County Attorney
mwhiting@apachelaw.net

*

Please be aware that this email and any response may be subject to a public records request!

The information contained in this electronic mail message is confidential information intended only for the use of the individual or entity named above, and may be privileged. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (928-337-7560), and delete the original message.

From: Ferrin Crosby [mailto:FCrosby@co.apache.az.us]
Sent: Monday, August 25, 2014 6:26 AM
To: Joe Young; Michael B. Whiting
Cc: Delwin P. Wengert
Subject: franchise agreement

Michael, Joe,

Attached is the proposed draft franchise agreement between Apache County and APS. Also attached is the soon to expire franchise agreement.

Please notice that the legal description is missing from the document, APS does not intend to change the legal description I will verify this when I receive it.

Please review the remainder of the agreement, upon your approval the agreement will be placed on the BOS agenda for final approval and signature.

Thank You,

Ferrin Crosby
Apache County Engineer
PO Box 238
St. Johns, AZ 85936
928-337-7528 - Office
928-245-0930 - Cell

FRANCHISE AGREEMENT

between

ARIZONA PUBLIC SERVICE COMPANY

and

THE COUNTY OF APACHE, ARIZONA

1. The Board of Supervisors of Apache County, Arizona, acting for and on behalf of said County (the "County"), does hereby grant unto Arizona Public Service Company, an Arizona corporation (hereinafter called "Grantee"), its successors and assigns, the right, privilege, license and franchise for a period of twenty-five (25) years to enter upon all present and future public rights-of-way (including but not limited to streets, alleys, ways, highways, and bridges, except within the present confines of any incorporated city or town and excluding state highways) within the following described area in Apache County, Arizona, to-wit:

BEGINNING at the Southwest corner of Section 31, T13N, R24E; thence North 48 miles more or less, along the West boundary of Apache County to the Northwest corner of Section 6, T20N, R24E; thence East 6 miles more or less to the Northeast corner of Section 1, T20N, R24E; thence South 3 miles more or less to the Northeast corner of Section 24, T20N, R24E; thence East 3 miles more or less to the Northeast corner of Section 21, T20N, R25E; thence South 9 miles more or less to the Southeast corner of Section 33, T19N, R25E thence West 3 miles more or less to the Southeast corner of Section 36, T19N, R24E; thence South 36 miles more or less to the Southeast corner of Section 36, T13N, R24E; thence West 6 miles more or less to the POINT OF BEGINNING. (See Exhibit A.)

and such additional county highways, streets, roads and thoroughfares within Apache County as may be necessary to connect the electric transmission and distribution systems of Grantee in the

above-described area with its systems located elsewhere (hereinafter the "Franchise Area"), for the purpose of constructing, installing, operating, and maintaining upon, along, across, over, and under said public rights-of-way, power lines together with all necessary or desirable appurtenances (including but not limited to poles, towers, wires, cables, transmission lines, distribution lines, transformers, switches and signals, and telephone and telegraph wires for its own use) (hereinafter the "Franchise") for the purpose of supplying electric energy to the County, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

2. County hereby reserves the right to impose such reasonable restrictions and limitations in the use of the public rights-of-way by Grantee as County may deem necessary for the public safety and welfare which are consistent with all applicable laws and the rules, regulations and orders of the Arizona Corporation Commission.

3. All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way.

4. Grantee shall bear all expenses, including damage and compensation, for any alteration of the direction, surface, grade, or alignment of a County road as a direct result of the exercise of this Franchise.

5. If any lines or appurtenances installed or constructed under this Franchise shall at any time be found by County to interfere unduly with any project affecting the public rights-of-way, Grantee hereby agrees that it will, within a reasonable time after notice thereof by County relocate said lines or appurtenances so as to minimize said interference.

A. If County requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to County's acquisition of the public right-of-way from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement if necessary) shall be borne by County. County shall also bear the entire cost of all subsequent relocations of the relocated facilities required by County, until such time as County condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for County's carrying out of its governmental functions. Governmental functions are those duties imposed by the state on County, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of County. Notwithstanding the foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by County or the contractor working on the governmental project.'

C. County will bear the entire cost of relocating any facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of County in furtherance of a proprietary function. All functions of County which are not governmental are proprietary.

D. County will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner.

6. This Franchise shall extend to and be binding upon the successors and assigns of Grantee and is granted pursuant to and is expressly subject to the provisions of A.R.S. § 40-283.

7. This grant is not exclusive, and nothing herein contained shall be construed to prevent County from granting other like or similar grants or privileges to any other person, firm, or corporation.

8. County and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise: Upon the termination or expiration of this Franchise, if Grantee shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system within the Franchise Area or at its option, may continue operating its facilities and system therein, but it shall be required to obtain proper permits each time it makes additional extensions upon, over, along, across, and under the public rights-of-way within County unless or until such time as a new franchise is obtained or the system and facilities are removed or are acquired by County through the exercise of its power of eminent domain.

Executed this ____ day of _____, 2014.

APACHE COUNTY

ARIZONA PUBLIC SERVICE COMPANY,
an Arizona corporation

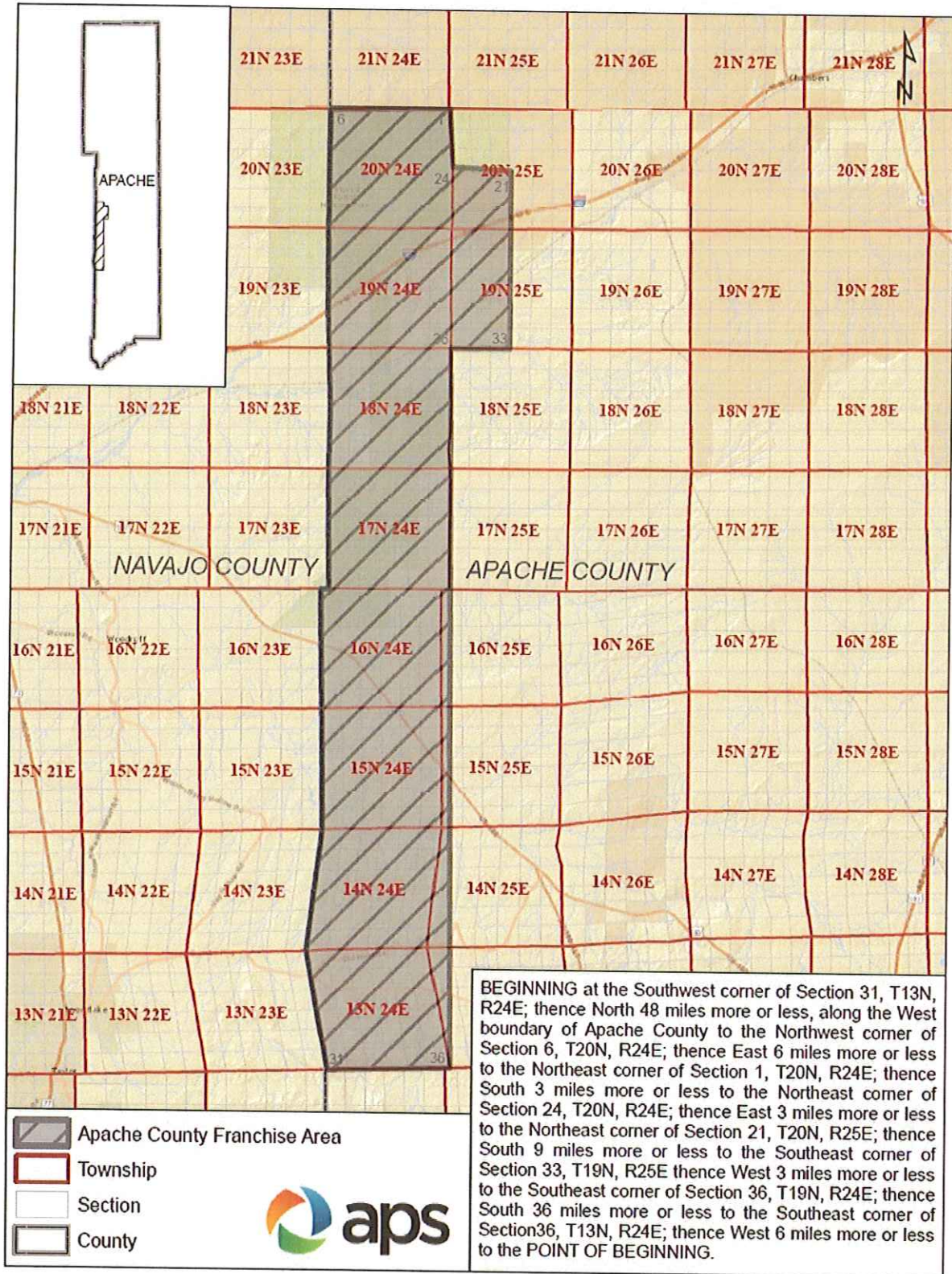
By _____
Name Chairman, Board of Supervisors
Chairman, Board of Supervisors

By _____
Daniel Froetscher, Sr Vice President
APS Transmission Distribution & Customers

Attest:

Clerk, Board of Supervisors

Exhibit A - Apache County APS Franchise Area



Contract No.
40970

OFFICE OF THE BOARD OF SUPERVISORS
OF APACHE COUNTY, ST. JOHNS, ARIZONA

NOVEMBER 6, 1989

The Board of Supervisors of Apache County, Arizona, met in regular session at 8:30 o'clock, a.m., this 6th day of November, 1989, with Supervisors Arthur N. Lee, Henry Curley, n/a, n/a and n/a present, this being the day and hour set for a hearing on the Application of Arizona Public Service Company, an Arizona corporation, for an electric franchise to use the public rights-of-way within Apache County. The Board proceeded thereupon to a consideration of the matter. After hearing and considering all aspects of the matter, it appearing to the Board that it is in the public interest that said Application be granted, upon motion of Supervisor Curley, seconded by Supervisor Lee, and duly carried, Arizona Public Service Company was granted said franchise as follows:

RESOLUTION GRANTING FRANCHISE

WHEREAS, ARIZONA PUBLIC SERVICE COMPANY, an Arizona public service corporation, has duly and regularly applied and petitioned, pursuant to A.R.S. § 40-283, to the Board of Supervisors of Apache County, Arizona, for the right, privilege, license, and franchise to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways, within

that portion of the County legally described in said Application, electric transmission and distribution systems, for the purpose of supplying electric energy to the County, its successors, the inhabitants thereof, and any and all individuals and entities either within or beyond the limits thereof, for all purposes; and

WHEREAS, the Board of Supervisors on the 5th day of September, 1989, ordered that public notice be given in the manner provided by A.R.S. § 40-283, of the filing of said Application and of the intention of the Board to grant said Application, and fixed, November 6, 1989 at 8:30 o'clock a.m. at the regular meeting place of the Board in the City of St. Johns, Arizona, as the time and place for the consideration of the matter; and

WHEREAS, the Application coming on regularly for hearing on this, the 6th day of November, 1989, and it appearing from the affidavit of publication of the ~~which was made~~ ^{Falcon} ~~independant~~ that due and regular notice of said date, time, and place set for the consideration of such action has been published once a week for three (3) consecutive weeks prior to the said date of the hearing, to-wit: in the issues of the 3rd day of October, 1989; the 10th day of October, 1989; and the 17th day of October, 1989, of said newspaper, and the matter being called at 8:30 o'clock a.m., and it appearing that the Board of Supervisors has not received a petition signed by more than 50% of the qualified electors of said County asking the Board to deny said Application; and

WHEREAS, said Application came on regularly to be heard on the 6th day of November, 1989, before the Board of Supervisors of Apache County, and the Board considered the Application for the franchise;

NOW, THEREFORE, it being determined by the Board of Supervisors of Apache County that the grant of this franchise is regular, proper, authorized by law and in the best interest of Apache County, and the inhabitants thereof;

IT IS HEREBY AGREED that the Board of Supervisors of Apache County, Arizona, acting for and on behalf of said County, will this day enter into a franchise agreement with Arizona Public Service Company, an Arizona corporation, in the form attached hereto as Exhibit "A" and by this reference incorporated herein.

IN WITNESS WHEREOF, the BOARD OF SUPERVISORS of Apache County, Arizona, has caused these presents to be executed and signed by the Chairman of the Board of Supervisors and attested to by the Clerk and the seal of the Board affixed hereto this 18th day of December, 1989.

BOARD OF SUPERVISORS

By: 

Chairman

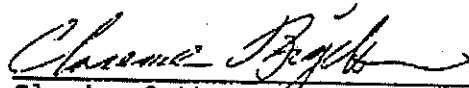
ATTEST:


Clerk

CERTIFICATE OF CLERK

I, Clarence A. Bigelow, Clerk of the Board of Supervisors of Apache County, Arizona, do hereby certify that the foregoing excerpt from the minutes of the meeting of the Board of Supervisors of Apache County, Arizona, held on December 18, 1989, constitutes a true and correct copy of the said minutes insofar as they relate to the Application of Arizona Public Service Company for an electric franchise in the County and to the granting of said electric franchise pursuant to the resolution hereinabove set out, all as appears in the official records of the Board of Supervisors.

IN WITNESS WHEREOF, I have set my hand and official seal of the Board of Supervisors of Apache County, Arizona, this 18th day of December, 1989.


Clarence A. Bigelow
Clerk of the Board of Supervisors
of Apache County, Arizona

(8377M/0442L) (12/15/88)

EXHIBIT "A"
PROPOSED
FRANCHISE AGREEMENT

between

ARIZONA PUBLIC SERVICE COMPANY

and

THE COUNTY OF APACHE, ARIZONA

The Board of Supervisors of Apache County, Arizona, acting for and on behalf of said County (the "County"), does hereby grant unto Arizona Public Service Company, an Arizona corporation (hereinafter called "Grantee"), its successors and assigns, the right, privilege, license and franchise for a period of twenty-five (25) years to enter upon all present and future public rights-of-way (including but not limited to streets, alleys, ways, highways, bridges and public utility easements, except within the present confines of any incorporated city or town and excluding state highways) within the following described area in Apache County, Arizona, to-wit:

BEGINNING at the Southwest corner of Section 31, T13N, R24E; thence North 48 miles more or less, along the West boundary of Apache County to the Northwest corner of Section 6, T20N, R24E; thence East 6 miles more or less to the Northeast corner of Section 1, T20N, R24E; thence South 3 miles more or less to the Northeast corner of Section 24, T20N, R24E; thence East 3 miles more or less to the Northeast corner of Section 21, T20N, R25E; thence South 9 miles more or less to the Southeast corner of Section 33, T19N, R25E; thence West 3 miles more or less to

the Southeast corner of Section 36, T19N,
R24E; thence South 36 miles more or less to
the Southeast corner of Section 36, T13N,
R24E; thence West 6 miles more or less to
the POINT OF BEGINNING

(hereinafter the "Franchise Area") for the purpose of constructing, installing, operating, and maintaining upon, along, across, over, and under said public rights-of-way, power lines together with all necessary or desirable appurtenances (including but not limited to poles, towers, wires, cables, transmission lines, distribution lines, transformers, switches and signals, and telephone and telegraph wires for its own use) (hereinafter the "Franchise") for the purpose of supplying electric energy to the County, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

2. County hereby reserves the right to impose such reasonable restrictions and limitations in the use of the public rights-of-way by Grantee as County may deem necessary for the public safety and welfare which are consistent with all applicable laws and the rules, regulations and orders of the Arizona Corporation Commission.

3. All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way.

4. Grantee shall bear all expenses, including damage and compensation, for any alteration of the direction, surface,

grade, or alignment of a County road as a direct result of the exercise of this Franchise.

5. If any lines or appurtenances installed or constructed under this Franchise shall at any time be found by County to interfere unduly with any project affecting the public rights-of-way, Grantee hereby agrees that it will, within a reasonable time after notice thereof by County relocate said lines or appurtenances so as to minimize said interference.

A. If County requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to County's acquisition of the public right-of-way from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement if necessary) shall be borne by County. County shall also bear the entire cost of all subsequent relocations of the relocated facilities required by County, until such time as County condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for County's carrying out of its Governmental functions. Governmental functions are those duties imposed by the state on County, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of County. Notwithstanding the

foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by County or the contractor working on the governmental project.

C. County will bear the entire cost of relocating any facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of County in furtherance of a proprietary function. All functions of County which are not governmental are proprietary.

D. County will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner.

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7. This grant is not exclusive, and nothing herein contained shall be construed to prevent County from granting other like or similar grants or privileges to any other person, firm, or corporation.

8. County and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise:

Upon the termination or expiration of this Franchise, if Grantee shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system within

the Franchise Area or at its option, may continue operating its facilities and system therein, but it shall be required to obtain proper permits each time it makes additional extensions upon, over, along, across, and under the public rights-of-way within County unless or until such time as a new franchise is obtained or the system and facilities are removed or are acquired by County through the exercise of its power of eminent domain.

9. It is understood, that County has or will adopt a permit fee schedule pursuant to A.R.S. § 11-251.08, to defray the cost of inspection of construction within the County rights-of-way. Grantee agrees to comply with said ordinance to pay set fees for all new construction or any upgrading of facilities within the County rights-of-way.

Executed this 18th day of December, 1989.

BOARD OF SUPERVISORS

ARIZONA PUBLIC SERVICE COMPANY,
an Arizona corporation

By: 

Chairman

By: 

Its: Executive Vice-President

By: _____

By: _____

ATTEST:



Clerk of the
Board of Supervisors

Approved as to form:
Apache County Attorney

By: *Michael H. Ginn*
Deputy County Attorney

Approved as to form:
Arizona Public Service Company
Law Department

By: *Ronald A. Marden*

(8377M/0442L) (8/30/89)

Cea, Kendra J

From: Ramsey, Jason
Sent: Friday, July 25, 2014 11:43 AM
To: Cea, Kendra J
Cc: Looney, James D
Subject: RE: Apache County Franchise
Attachments: ApacheCountyFranchiseMapExhibit.pdf

Kendra,

Attached is the exhibit which depicts the franchise area. We did not update the legal description. The legal description describes a portion of Apache County and, after creating the exhibit, we think the legal description is sufficient. Here is the wording for the legal description:

BEGINNING at the Southwest corner of Section 31, T13N, R24E; thence North 48 miles more or less, along the West boundary of Apache County to the Northwest corner of Section 6, T20N, R24E; thence East 6 miles more or less to the Northeast corner of Section 1, T20N, R24E; thence South 3 miles more or less to the Northeast corner of Section 24, T20N, R24E; thence East 3 miles more or less to the Northeast corner of Section 21, T20N, R25E; thence South 9 miles more or less to the Southeast corner of Section 33, T19N, R25E thence West 3 miles more or less to the Southeast corner of Section 36, T19N, R24E; thence South 36 miles more or less to the Southeast corner of Section 36, T13N, R24E; thence West 6 miles more or less to the POINT OF BEGINNING.

Please let us know if this is sufficient, or if you would like any changes. Thank you, Kendra!

-Jason

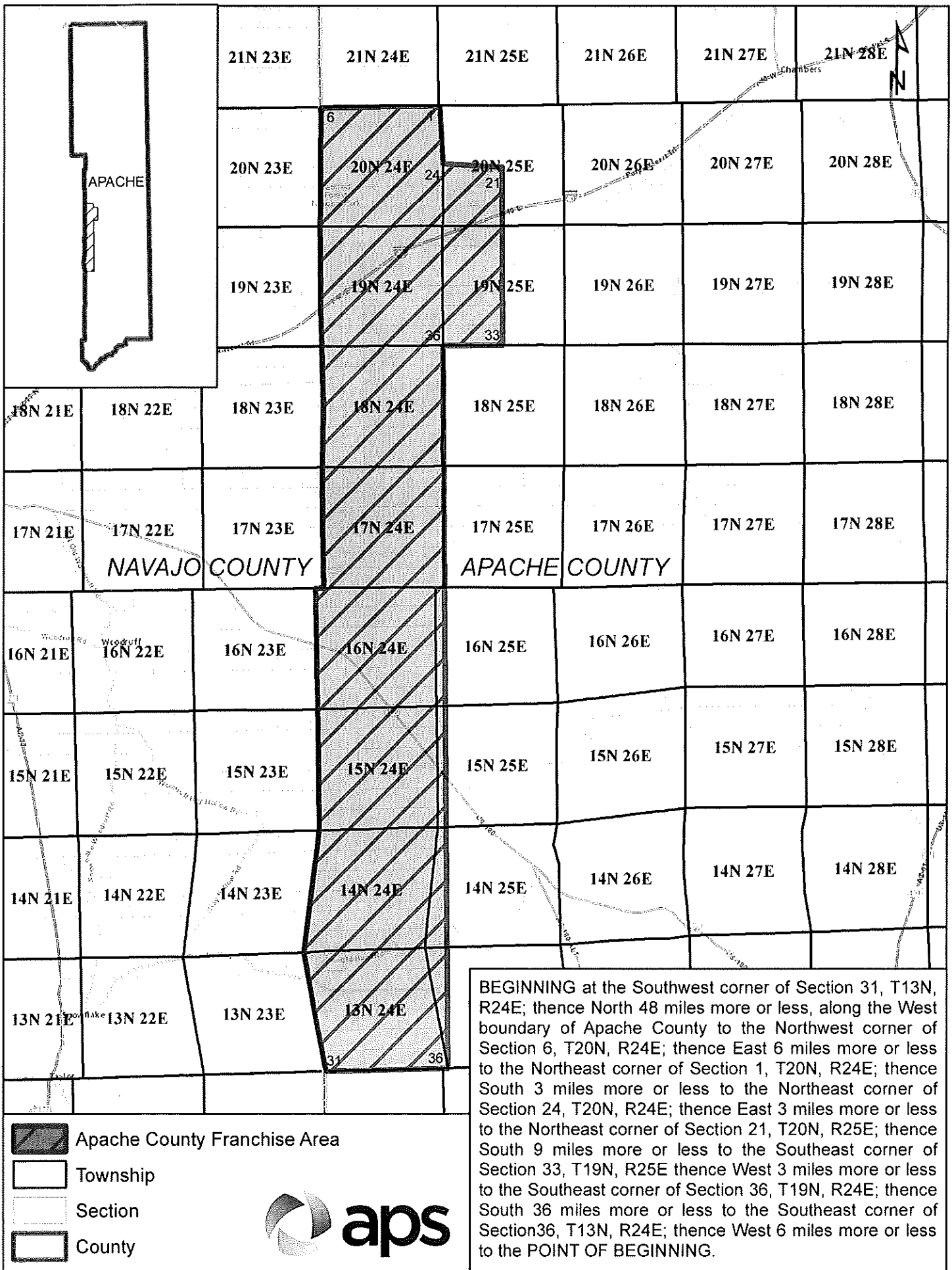
From: Cea, Kendra J
Sent: Wednesday, July 23, 2014 5:44 PM
To: Ramsey, Jason
Subject: RE: Apache County Franchise

Thank you!

~ Kendra Cea, APS Technical Account Services ~ Sent via iPhone (602-809-1147). Please excuse my short-cuts, typos, and formatting errors. ~ Take care & be safe!

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

From: Ramsey, Jason
Sent: Wednesday, July 23, 2014 04:28 PM US Mountain Standard Time
To: Looney, James D
Cc: Cea, Kendra J
Subject: RE: Apache County Franchise



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature: 9/8/14

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

DISCUSSION AND POSSIBLE ACTION TO REJECT BIDS FOR BID # 200503 FOR BLASTING SERVICES.AND PERMISSION TO REBID FOR BLASTING SERVICES.

PRE-AGENDA ITEM REVIEW

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

Legal Review:_____

Signature:_____

Finance Review:_____

Signature:_____

Human Resources Review:_____

Signature:_____

Other Review:_____

Signature:_____

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

Office Of
APACHE COUNTY ENGINEER

P.O. Box 238
ST. JOHNS, ARIZONA 85936

FERRIN CROSBY, P.E.
County Engineer

Telephone: (520) 337-4364
Facsimile: (520) 337-2062

9/8//14

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for **BID # 201503**.

AZ BLASTING & DRILLING	\$6.42 per cubic yard
-----------------------------------	------------------------------

It is the recommendation of the Engineer's Office to REJECT the bid.

THANK YOU,

DALE HAUSER

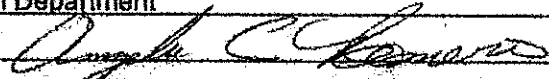
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero / Election Department

Date/Signature:



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

Election Department: Request approval to cancel the school elections and appoint persons who filed the required paperwork to fill the positions for the following districts: N.A.T.I.V.E: Ganado (NE AZ Technical Institute of Vocational Ed and Ganado USD #20.

Election Department: Request approval to cancel the special district elections and appoint persons who filed the required paperwork to fill the positions for the following districts: Alpine Fire District #02, Concho Fire District #09, Greer Fire District #25, Nutrioso Fire District #46, Puerco Fire District #18, Alpine Domestic Water Improvement District #02, Ojo Bonito Water District #83, White Mountain Community Health Care District: HD 01, HD03 and HD 05, Little Colorado Sanitary District #25 and the Alpine Sanitary District #02 with the Board of Supervisor's drawing the names for the Alpine Sanitary District #02 vacancies - First three selected will receive the 4 Year Term and the fourth selected would receive the 2 Year Term.

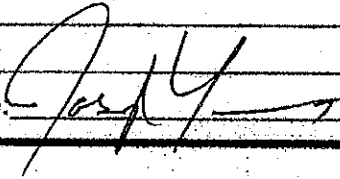
BOS Meeting Date Requested 9/16/14 BOS mtg

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Beth Bond

From: Angela Romero
Sent: Thursday, August 28, 2014 3:12 PM
To: Beth Bond
Subject: FW: Agenda item for BOS 9/16/14.cancel sch and sp dist elections

Please print and attach this to my Agenda Item to serve as legal counsel signature. Thank you.

Angela C. Romero

Apache County Elections Director

CELL: 928.321.0007

PH: 928.337.7537

FAX: 928.337.7676

aromero@co.apache.az.us

From: Michael B. Whiting [<mailto:MWhiting@apachelaw.net>]
Sent: Thursday, August 28, 2014 2:52 PM
To: Angela Romero
Subject: RE: Agenda item for BOS 9/16/14.cancel sch and sp dist elections

thanks for putting this together Angela it is legally sufficient please take this email as a signature for such
thanks for all your hard work you do a great job

"Talk to Text" please ignore errors.

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

From: Angela Romero

Date:08/28/2014 1:23 PM (GMT-07:00)

To: Joe Young

Cc: Beth Bond

Subject: Agenda item for BOS 9/16/14.cancel sch and sp dist elections

Please review/approve and send a signed copy back to Beth Bond and myself. Thank you.

Angela C. Romero

Elections Director

PO Box 425

St. Johns, Arizona

Phone: 928-337-7537

Cell: 928-321-0007

Fax: 928-337-7676

SCHOOL DISTRICT ELECTIONS

Filed appropriate paperwork with the Apache County Schools Dept.

(Cancellation of election requested)

Appointed by BOS

School District	Term	Seats Open	Candidate Name
N.A.T.I.V.E: Ganado		1	
	(2) YR		Jeremy J. Curtis
GANADO USD #20		3	
	(4) YR		Phillip Bluehouse
	(4) YR		Teresa M. Gorman
	(4) YR		Wanda Begay

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero / Election Department

Date/Signature:

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

Election Department: Request approval to cancel the school elections and appoint persons who filed the required paperwork to fill the positions for the following districts: N.A.T.I.V.E: Ganado (NE AZ Technical Institute of Vocational Ed and Ganado USD #20

Election Department: Request approval to cancel the special district elections and appoint persons who filed the required paperwork to fill the positions for the following districts: Alpine Fire District #02, Concho Fire District #09, Greer Fire District #25, Nutrioso Fire District #45, Puerco Fire District #18, Alpine Domestic Water Improvement District #02, Ojo Bonito Water District #83, White Mountain Community Health Care District: HD 01, HD03 and HD 05, Little Colorado Sanitary District #25 and the Alpine Sanitary District #02 with the Board of Supervisor's drawing the names for the Alpine Sanitary District #02 vacancies - First three selected will receive the 4 Year Term and the fourth selected would receive the 2 Year Term.

BOS Meeting Date Requested 9/16/14 BOS mtg

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Beth Bond

From: Angela Romero
Sent: Thursday, August 28, 2014 3:12 PM
To: Beth Bond
Subject: FW: Agenda item for BOS 9/16/14.cancel sch and sp dist elections

Please print and attach this to my Agenda Item to serve as legal counsel signature. Thank you.

Angela C. Romero
Apache County Elections Director
CELL: 928.321.0007
PH: 928.337.7537
FAX: 928.337.7676
aromero@co.apache.az.us

From: Michael B. Whiting [<mailto:MWhiting@apachelaw.net>]
Sent: Thursday, August 28, 2014 2:52 PM
To: Angela Romero
Subject: RE: Agenda item for BOS 9/16/14.cancel sch and sp dist elections

thanks for putting this together Angela it is legally sufficient please take this email as a signature for such
thanks for all your hard work you do a great job

"Talk to Text" please ignore errors.

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

From: Angela Romero
Date: 08/28/2014 1:23 PM (GMT-07:00)
To: Joe Young
Cc: Beth Bond
Subject: Agenda item for BOS 9/16/14.cancel sch and sp dist elections

Please review/approve and send a signed copy back to Beth Bond and myself. Thank you.

Angela C. Romero
Elections Director
PO Box 425
St. Johns, Arizona
Phone: 928-337-7537
Cell: 928-321-0007
Fax: 928-337-7676

2014 SPECIAL DISTRICT ELECTIONS

Filed appropriate paperwork with the Apache County Election Dept.
 (Cancellation of election requested and Board of Supervisor's to draw names for
 terms of office for: Alpine Sanitary District.)

Appointed by BOS

District	Seats Open	Candidate Name
Alpine Fire District #2	3	3 Member Board
	4 YR Term	Mike Cox
	4 YR Term	Linda Fite
	4 YR Term	Lavon M. Martin
Concho Fire District #9	2	3 Member Board
	4 YR Term	Tracy Candelaria
	4 YR Term	VACANT - No filing received
Greer Fire District #25	2	5 Member Board
	4 YR Term	Peter Pegnam
	4 YR Term	VACANT - No filing received
Nutrioso Fire District #45	2	3 Member Board
	4 YR Term	James (Jim) Schuring
	4 YR Term	Leo Witkowski
Puerco Fire District #18	2	5 Member Board
	4 YR Term	Josephine Forrester
	4 YR Term	Bodie Shane
Alpine Domestic Water Improv. #2	5	5 Member Board
	4 YR Term	Lee Barnes
	4 YR Term	Bobby F. Nelson
	4 YR Term	Oscar Miranda
	2 YR Term	VACANT - No filing received
	2 YR Term	VACANT - No filing received
Ojo Bonito Water District #83	2	5 Member Board
	4 YR Term	David Burrows
	4 YR Term	Sam Massey

2014 SPECIAL DISTRICT ELECTIONS

Alpine Sanitary District # 2	5	5 Member Board
		Mike Cox
Draw Names: Three 4 Yr Terms and One 2 Yr Term) *First three selected receive the 4Yr Term *The fourth selected receives the 2 Yr Term		Terry L. Fillipi
		Robert L. Fite
		Oscar Miranda
	2 YR Term	VACANT - No filing received
White Mtn. Com. Health Care District	5	1 Member per HD Board
(HD 02 and HD 05 are contested races going to the 2014 General Election)	HD 01	Kenneth Isaacson
	HD 03	Jerry Campeau
	HD 04	Bryce Hamblin
Little Colorado Sanitary District# 25	3	5 Member Board
	4 YR Term	Robert Shupak
	4 YR Term	VACANT - No filing received
	4 YR Term	VACANT - No filing received

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

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

County Attorney: Request approval of Attorney General's Victims Rights Program grant agreement, A.G.

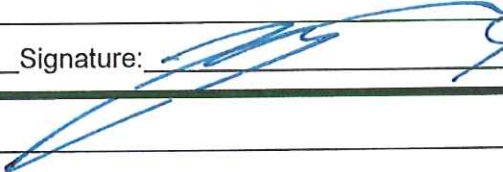
#:2015-001 in the amount of \$28,500.00, awarded for FY15.

BOS Meeting Date Requested September 16, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature:  9-8-16

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



State of Arizona
Office of the Attorney General
FY 2015 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2015-001

RECIPIENT

Name:	Apache County Attorney's Office
Contract:	Stephanie McCarthy
Address:	P.O. Box 637, St. Johns, AZ. 85936
Award Amount:	\$28,500.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2014, by and between the Arizona Attorney General, and the AGENCY, the "Contractor", to commence on July 1, 2014 and terminate June 30, 2015. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

- I. The Contractor agrees:
 - A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
 - B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the Program Guidelines - Section IV, and as specified in Contractor's approved \$28,500.00 award budget as follows:

Personnel:	\$21,459.00	ERE/Benefits:	\$7,041.00
Title:	Legal Coordinator	Percent:	40%
Title:	Legal Secretary I	Percent:	21%
Consulting:	\$0.00		
Operating:	\$0.00		
Equipment:	\$0.00		
 - C. To complete and submit, on or before August 14, 2015, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F)
 - D. To comply with FY 2015 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
 - E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
 - F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.
 - G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws
 - H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.
 - I. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
 - J. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.
- II. It is further agreed between the parties as follows:
 - A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.
 - B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
 - C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2015, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
 - D. Any and all award funds not expended by June 30, 2015, will be returned to the Attorney General.
 - E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: _____
 FOR THE CONTRACTOR: Jerry Connolly, Procurement Manager _____ Date: _____

Authorized Signature _____ Date: _____ Printed Name and Title _____

ATTEST: _____ APPROVED AS TO FORM: _____
 Clerk of the Governing Board (if applicable) _____ Date: _____ Legal Counsel (if applicable) _____ Date: _____

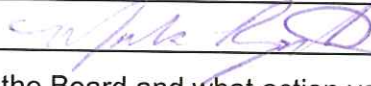
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, Grants Manager

Date/Signature: 9/4/14



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

Request review and approval of Project Agreement 14-PA-11030121-034 between USDA Forest Service and Apache County for RAC Project on the Apache-Sitgreaves National Forest along the west side of Hall Creek in Greer. Work will be performed by the Arizona State Forestry Conservation Crew. Grant funds total \$33,249.90

BOS Meeting Date Requested 9/16/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: Please see attached. (see email)

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Bonnie Stallings

From: Michael B. Whiting <MWhiting@apachelaw.net>
Sent: Thursday, September 04, 2014 11:06 AM
To: Bonnie Stallings; Glenn Joy; Karen Houston
Subject: RE: Final Hall Creek documents

Bonnie please take this email as a signature for the items you requested

"Talk to Text" please ignore errors.

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

From: Bonnie Stallings
Date: 09/04/2014 10:19 AM (GMT-07:00)
To: Joe Young ,Glenn Joy ,Karen Houston
Subject: FW: Final Hall Creek documents

Could you please approve the agenda item and sign the attached agenda please. Thanks, Bonnie

From: Beth Bond
Sent: Thursday, September 04, 2014 10:07 AM
To: Bonnie Stallings
Subject: Fwd: Final Hall Creek documents

Sent from my iPhone

Begin forwarded message:

From: Malena Bazarro <mjaramillo@co.apache.az.us>
Date: September 4, 2014 at 9:12:07 AM MST
To: Michael Whiting <mwhiting@apachelaw.net>, Barry Weller <bweller@co.apache.az.us>, Ryan Patterson <rpatterson@co.apache.az.us>, Beth Bond <bbond@co.apache.az.us>
Cc: "Delwin P. Wengert" <dpwengert@co.apache.az.us>, "Doyel [doyel@veritasresearchconsulting.com]'" <doyel@veritasresearchconsulting.com>
Subject: FW: Final Hall Creek documents

Good Morning,

Please review the attached to go before the Board on 9/16/14. The originals have been sent to Beth.

Thank you!

Malena

From: Bogardus, Larisa -FS [<mailto:lbogardus@fs.fed.us>]
Sent: Thursday, August 28, 2014 1:18 PM
To: Malena Bazarro
Cc: Doyel Shamley (doyel@veritasresearchconsulting.com); Pfeleiderer, Marcia L -FS; Lever, Rob -FS
Subject: Final Hall Creek documents



FS Agreement No. 14-PA-11030121-034
Cooperator Agreement No. _____

PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT
To
MASTER PARTICIPATING AGREEMENT # 12-PA-11030112-024
BETWEEN
APACHE COUNTY, ARIZONA
AND THE
USDA, FOREST SERVICE
APACHE-SITGREAVES NATIONAL FORESTS

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between Apache County, Arizona, hereinafter referred to as “the County,” and the USDA, Forest Service, Apache-Sitgreaves National Forests, hereinafter referred to as the “U.S. Forest Service,” as specified under the provisions of Master Participating Agreement #12-PA-11030112-024.

I. GENERAL PROJECT DESCRIPTION

Strategic tree thinning of approximately 25 acres of Forest Service lands to create fire-defensible stands and reduce ladder fuels bordering the community of Greer, Arizona, as per Attachment A, Financial Plan, in cooperation with Springerville Ranger District staff.

In consideration of the above premises, the parties agree as follows:

II. RESPONSIBILITIES:

A. The the County shall:

1. Complete the project using county crews and Arizona State Forestry Division crews, in adherence with the Technical Specifications to be provided by the Forest Service.

Certified chain saw operators are required. Chainsaws will be needed for cutting standing and down trees, branches and slash into sections that can be piled for future burning.

Project consists of outdoor work, requiring training in chainsaw operation, crosscut saw operation, and safety. Project areas may be located on an undulating and hilly landscape, with interspersed drainages. Crews must drive on established roads, then hike to the project work site as appropriate. The terrain may be steep and covered with boulders, rocks, and shrubs, creating difficult walking conditions on the ground. Hot or cold temperatures, lightning, rain, and mud may be encountered during the work period.



2. Conduct a documented daily safety session, reviewing the Job Hazard Analyses provided by the Forest Service, with all crew members attending, prior to beginning work each day.
3. Provide an accomplishment report, including photos, within 30 days of final invoice to the Forest Service Project Manager and the Grants Management Specialist.

B. The U.S. Forest Service shall:

1. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$33,250.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the the County's quarterly invoice. Each invoice from the the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the the County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the the County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The the County's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period
6. Statement that the invoice is a request for payment by 'reimbursement'
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Larisa Bogardus, Grants Mgt. Specialist, lbogardus@fs.fed.us



2. AVAILABILITY OF FUNDS. U.S. Forest Service funds in the amount of \$ 33,250.00 are currently available for performance of this agreement through September 30, 2019. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond September 30, 2019, until funds are made available to the U.S. Forest Service for performance and until the the County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
3. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the the County to purchase equipment necessary to accomplish activities described in this Supplemental Project Agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the the County on completion of the project, if appropriate.
4. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
5. Provide Technical Specifications (Silviculture Prescription) for the thinning and slash treatment, regular inspections and oversight of the work to be performed.
6. Provide GIS mapping/spatial data for the area to be treated.
7. Coordinate archaeological and biological surveys of the target areas.
8. Provide a copy of the decision notice and work with the County to assure all requirements are met during project implementation.
9. Provide written Job Hazard Analyses for the project. Forest Service representative(s) will meet with the crews(s) prior to start of work to review the Job Hazard Analyses and discuss safety issues.
10. Conduct regular monitoring of the work as it progresses to ensure compliance.
11. Provide written monitoring reports to the Grants Management Specialist for the 1580 file.



III. CONTACTS & TIME LIMITS:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Doyel Shamley, Natural Resource Coord. Apache County Government PO Box 238 – 75 W. Cleveland St. Johns, AZ 85936 Phone: 928-333-2942 FAX: 928-337-7600 Email: vrcltd@hotmail.com	Ryan Patterson, Finance Director Apache County Government PO Box 238 – 75 W. Cleveland St. Johns, AZ 85936 Phone: 928-337-7634 FAX: 928-337-7600 Email: rpatterson@co.apache.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
James E. Zornes, Forest Supervisor PO Box 640 – 30 S. Chiricahua Dr. Springerville, AZ 85938 Phone: 928-333-4301 FAX: 928-333-5966 Email: jzornes@fs.fed.us	Larisa Bogardus, Grants Mgt. Specialist PO Box 640 – 30 S. Chiricahua Dr. Springerville, AZ 85938 Phone: 928-333-6312 FAX: 928-333-5966 Email: lbogardus@fs.fed.us

B. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through September 30, 2019 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.



IV. APPROVAL

AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

TOM M. WHITE, JR., Chairman
Apache County Board of Supervisors
Date

ATTEST:

Clerk
Date

APPROVED AS TO FORM:

County Attorney
Date

JAMES E. ZORNES, Acting Forest Supervisor
U.S. Forest Service, Apache-Sitgreaves National Forests
Date

The authority and format of this agreement have been reviewed and approved for signature.

LARISA BOGARDUS
U.S. Forest Service Grants Management Specialist
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require



USDA, Forest Service

OMB 0596-0217
FS-1500-16B

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FINANCIAL PLAN

Attachment: A

USFS Agreement No.: 14-PA-11030121-034
Cooperator Agreement No.:

Mod. No.:

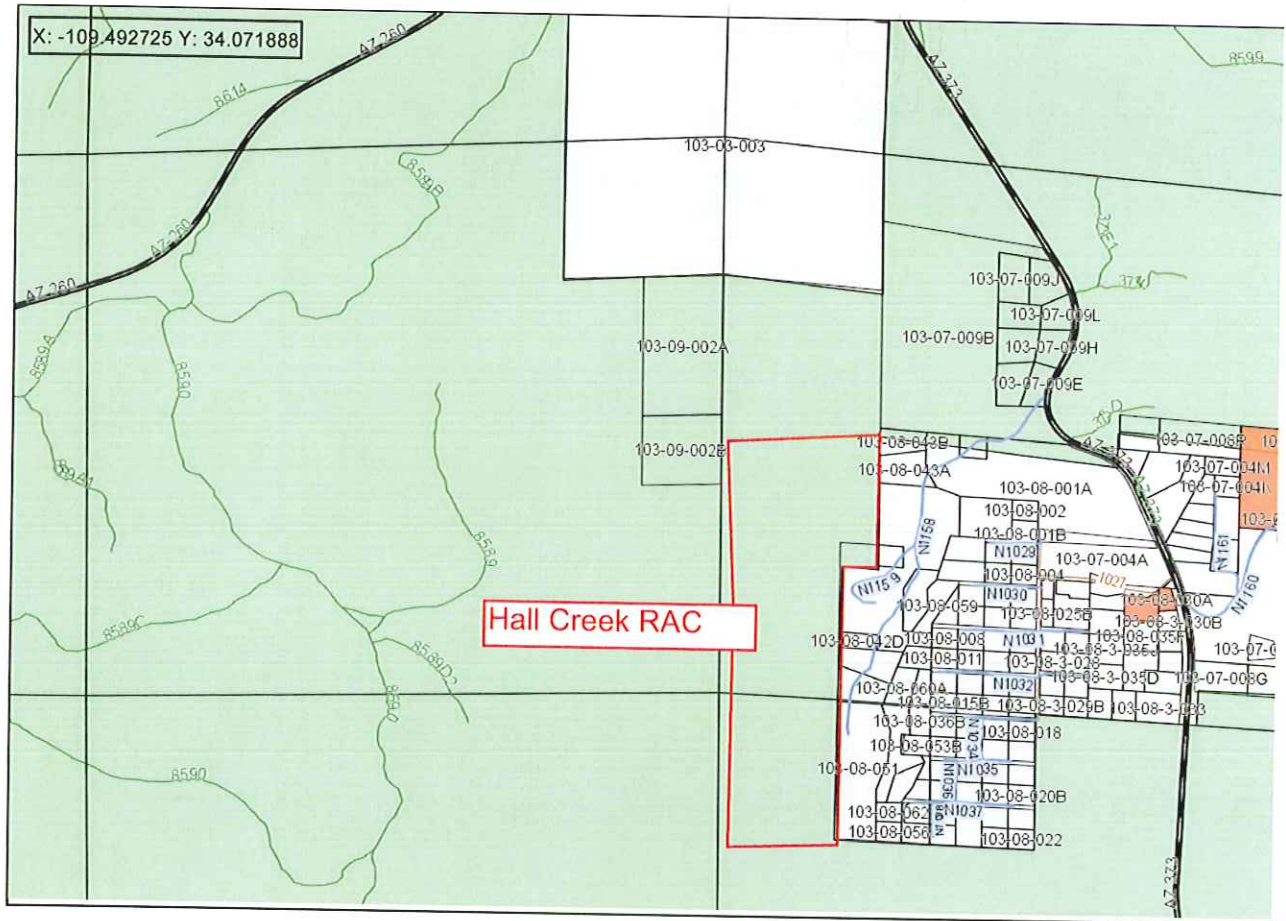
Note: This Financial Plan may be used when:
 (1) No program income is expected and
 (2) The Cooperator is not giving cash to the FS and
 (3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total	
Direct Costs						
Salaries/Labor	\$14,312.96	\$33,249.90	\$14,400.00	\$0.00	\$0.00	\$61,962.86
Travel	\$0.00	\$0.00	\$1,498.50	\$0.00	\$0.00	\$1,498.50
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$4,108.10	\$0.00	\$0.00	\$4,108.10
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,875.00
Other						\$0.00
Subtotal	\$16,187.96	\$33,249.90	\$20,006.60	\$0.00	\$0.00	\$69,444.46
Coop Indirect Costs		\$0.00	\$0.00			\$0.00
FS Overhead Costs	\$1,750.00					\$1,750.00
Total	\$17,937.96	\$33,249.90	\$20,006.60	\$0.00	\$0.00	\$71,194.46
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 71.90%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 28.10%
Total (f+g) = (h)	(h) 100.00%



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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Delwin Wengert, County Manager

Date/Signature: 9/2/14

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

Discuss And Approve the Settlement Agreement
And general Release between the Apache County
Sheriff's Posse And Apache County relating to
improvements made to the County's Rodeo Grounds in Eagar, AZ

BOS Meeting Date Requested 9/16/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: We should add the language included above.

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE of claims ("Agreement") is entered into by and between Apache County, a political subdivision of the State of Arizona (the "County") and The Apache County Sheriff's Posse (the "Posse").

Over the course of several years, the Posse has made certain improvements to the Apache County Rodeo Grounds as the Posse formerly put on a rodeo at the Apache County Rodeo Grounds. The County owns the Apache County Rodeo Grounds; and now will work with others to run the Rodeo itself. In order to ensure the Posse is adequately compensated for any and all improvements made to the Rodeo Grounds, both parties wish to enter into this agreement which settles any and all potential claims. The specifics of this Settlement Agreement is as follows:

A. The County and Posse agree that:

1. The County will pay ten thousand dollars (\$10,000) to the Posse in one lump sum; and
2. The County will pay Posse twenty-five percent (25%) of advertising revenue derived from the large sign on the back of the Apache County Rodeo Grounds grandstands for as long as Posse remains an operating entity and for as long as revenue is earned from the large sign referenced in this paragraph.


B. Posse for itself, its heirs, executors, administrators, assigns, and successors, agrees as follows:

1. To forever fully release, remise, acquit and discharge the County, Apache County, and its and their predecessors and successors, and its agents, attorneys, employees and assigns (hereafter collectively referred to as ("Releases")), and covenant not to sue or otherwise institute or cause to be instituted or any way participate in (except at the request of the County) legal or administrative proceedings against Releases with respect to any matter, including, without limitation, any matter arising out of or connected with any dispute relating to improvements made on the Apache County Rodeo Grounds or otherwise related to the July 4th rodeo and the rodeo grounds and causes of action of every nature, kind and description, in law, equity, or otherwise, whether or not now known or ascertained, which heretofore do or may exist.
2. That it is waiving any rights it may have had or now has to pursue any and all remedies available to it under any cause of action in relation improvements made on the Apache County Rodeo Grounds during Posse's lease.

C. The County and Posse, for itself, any owner or member, any heirs, executors, administrators, assigns, and successors, jointly agree as follows:

1. That nothing contained in this Agreement shall constitute or be treated as an admission by County or Posse of liability, of any wrongdoing, or of any violation of law.
2. That if any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce all remaining provisions to the extent permitted by law.
3. That this Agreement shall bind and benefit Posse's members, owners, administrators, successors, assigns, and each of them; it shall also bind and benefit the County and its successors and assigns.
4. That this Agreement shall be deemed to have been entered into in the State of Arizona and shall be construed and interpreted in accordance with the laws of that state.
5. That each party hereby agrees that, even in the event facts or laws used to reach the settlement constituting the basis of this Agreement may change, or be revealed to be different than currently understood, this Agreement shall be and will remain effective notwithstanding any such difference in fact or change in law.
6. That this Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.
7. That they have read and understand this Agreement, and that they affix their signatures hereto voluntarily and without coercion.

The Apache County Sheriff's Posse

By: 
Title: Captain

Apache County, a political subdivision
of the State of Arizona

By: Tom White, Jr.
Its Chairman of the Board of Supervisors

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Delvin Wenger County Manager

Date/Signature:

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

Discussion and approval of a letter from the BOS to the Secretary of the Interior and the Director of the US Fish & Wildlife Service regarding a proposed revision of the non essential Experimental Population of the Mexican Wolf with requirements
BOS Meeting Date Requested 9/16/11 (FR 17-8183)

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: [Signature]

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, Item approved for Agenda.

Supervisor/Board Clerk's Initials



DELWIN P. WENGERT, MANAGER-CLERK
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

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

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

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

September 17, 2014

The Honorable Sally Jewell
Secretary of the Interior
Department of the Interior
1849 C Street, N.W.
Washington DC 20240
feedback@ios.doi.gov

The Honorable Daniel Ashe
Director
U.S. Fish and Wildlife Service
Department of the Interior
1849 C Street, NW, Room 3359
Washington, D.C. 20240
dan_ashe@fws.gov

Re: Lack of compliance of the U.S. Fish and Wildlife Service *Proposed Revision of the Nonessential Experimental Population of the Mexican Wolf* process with the requirements of ESA under 50 CFR § 17.81 (d).

Dear Secretary Jewell and Director Ashe:

Apache County has been a stakeholder in the efforts to develop and implement landscape scale forested ecosystems restoration; watersheds restoration; endangered and threatened fauna and flora protection; and, natural resources management for the last two decades. Apache County is actively involved as stakeholder and coordinating local government in federal and state projects such as, among others, the Collaborative Forest Landscape Restoration Program (CFLRP); the Western Watershed Enhancement Partnership (WWEP); the Mexican Gray Wolf Recovery Program (MGWRP); and, numerous state or local scale natural resources management projects and natural resources-based economic development initiatives.

Apache County is uniquely affected by the Proposed Revision of the 10(j) rule establishing the Mexican wolf in Arizona-New Mexico as a nonessential experimental population due to the fact that a large part of the proposed Zones 1, 2 and 3 of the proposed expansion of the Mexican Wolf Experimental Population Area (MWEPA) would be located within the county.

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The U.S. Fish and Wildlife Service's recently published the *Proposed Revision of the Nonessential Experimental Population of the Mexican Wolf* and the *Draft Environmental Impact Statement for the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf (Canis Lupus Baileyi)*.

The regulation proposed to be promulgated does not, to any extent, represent an agreement between the Service, the affected State and local government agencies and persons holding an interest in the land which will be affected by the revision of the experimental population. Although the Service went through the minimum required motions (notices, limited public meetings, limited IPT meetings, etc.) no real good faith attempt has been made by the Service to develop an agreement between the Service, the affected state and local government agencies, and persons holding an interest in the land which will be affected by the revision of the experimental population rule.

Specifically, to date, the Service actions, or lack thereof, do not represent a genuine good faith attempt to develop an agreement, or even to actually work with the state and tribal agencies, local governments, and stakeholders. On one hand, as a coordinating county in the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf, Apache County has expended a substantial amount of time and money to provide personnel, expertise, comments, and travel funds to attend Mexican Wolf EIS Interdisciplinary Planning Team (IPT) meetings and Mexican wolf public hearings; review and comment on relevant Federal Register documents; review and comment on draft proposed 10(j) rule and draft EIS chapters; and research of numerous scientific and socioeconomic documents. On the other hand, the Service's actions have been limited to only three cooperating agencies IPT meetings that have been one-way downloads of predecisional determinations by Service personnel with virtually no opportunity for Apache County or various cooperating agencies and stakeholders to provide effective input into the proposed 10(j) rule and the analysis process.

The Mexican Wolf EIS Development Meeting held on August 8 and 9, 2013, and the Mexican Wolf EIS Cooperating Agencies IPT Meetings held on December 10, 2013 and April 15, 2014 did not allow adequate time on the agendas, and virtually any time at all in the actual conduct of the meetings, for anything except Service personnel reciting to cooperating agencies decisions they had already made in regard to Mexican wolf management and the proposed revision of the 10(j) rule. The August 8 & 9, 2013 meeting had only 1.5 hours out of 16 hours, set aside on the agenda to receive input from cooperating agencies. Less than 45 minutes were actually dedicated to that purpose in the actual meeting. The remainder of the agenda was filled with Service personnel projecting endless PowerPoint slides depicting decisions already made by the Service for the proposed revision of the 10(j) rule. The December 10, 2013 meeting had no time at all listed on the agenda for cooperating agencies input. The April 15, 2014 agenda had only 1 hour allocated at the very end of the day for cooperating agencies interventions, to be divided between all State, Tribal and local government agencies of both Arizona and New Mexico, resulting in only a few minutes for each cooperating agency to speak in a superficial 'round robin' format.

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Any attempt by individual cooperating agencies or groups of cooperating agencies at any time during the meetings to substantially address any issue was forcibly halted and dismissed by the Service under pretense of needing to follow the agenda or respect the timetable. At the end of the April 15, 2014 meeting when cooperating agency members voiced their continued and growing frustration over the one-sided meetings, the Service's Mexican Wolf Recovery Coordinator who chaired the meeting explicitly stated that cooperating agencies had been invited to Albuquerque to be told what the Service had done to date; that the cooperating agencies IPT meetings were meant to be informative, not deliberative; and, once again, that the tight agenda and schedule did not allow for discussion of the Service presentations. When several counties suggested that in such case more cooperating agencies IPT meetings were needed, the Service retorted that the tight timeline to meet the January 2015 deadline did not allow for any additional meeting.

In all three cooperating agencies IPT meetings, the majority of counties serving as cooperating agencies voiced incredulity, annoyance and concerns about the lack of opportunity to discuss issues and provide expertise, and directly questioned the compliance of the proceedings with the requirement under 50 CFR § 17.81 (d) and NEPA. Several counties specifically observed that the counties had demonstrated an inordinate amount of civic leadership and political courage in signing the required Cooperating Agency Memorandum of Understanding (MOU), in the face of steep and vocal opposition by a vast majority of their constituents, and that the Service was making a mockery of the ESA and NEPA requirements and processes, by 'checking cooperative boxes' in lieu of making a genuine attempt to develop agreement with the affected State agencies, local governments and stakeholders. When the Arizona Cooperating Agencies Alternative was submitted at the April 15, 2014, which itself required several counties to vehemently insist and force-fit this item in the meeting agenda, the Service only allowed 15 minutes for submission and refused to allow discussion of the alternative, despite the fact that this was a cooperating agencies alternative submitted during a cooperating agencies meeting; that it represented a good faith effort by the Arizona counties, supported by the Arizona Game & Fish Department to develop a viable public policy solution that met the ESA recovery requirements (proposed three-fold increase of the Mexican wolf population, and proposed nine-fold expansion of the MWEPA, etc.); and, that it afforded the Service a unique opportunity to develop a regulation that would represent an agreement between the Service, the affected State agencies, local governments and stakeholders having a direct interest in the land which is affected by the revision of the Mexican wolf experimental population rule, exactly as intended under 50 CFR § 17.81 (d).

At all three cooperating agencies IPT meetings, the Service PowerPoint presentations were provided to the cooperating agencies prior to the meeting, and cooperating agencies were required to come prepared. Time did not need to be used for virtually entire days on four different days by the Service to read slides that the cooperating agencies had already read prior to the meetings. Time should have been used to develop the information, answer questions, provide clarification in an interactive format, seek resolution of points of concern, discuss the contribution of the cooperating agencies alternative, explore the synergies and divergences

between the cooperating agencies alternative and the proposed action, and forge agreement. Instead, none of this happened. The meetings were a pro-forma exercise of going through the motions of the ESA and NEPA requirements without the Service intending to actually meet their substantial meaning. In addition, rather than being used, as intended, for an earnest and honest attempt to find agreement, the written comments on the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf, Preliminary Draft EIS Chapters 1 & 2 and the Implementation Management Plan Outside the MWEPA, submitted by Apache County and numerous cooperating agencies, counties, and other stakeholders were marginalized, or completely ignored, in the Service scoping document provided to the cooperating agencies at the April 15, 2014 meeting.

It was the expectation of Apache County, that its resources and political capital investment would result in the utilization of the county jurisdiction by law and special expertise to actively participate in the NEPA process at the earliest possible time; participate in the scoping process; and assume responsibility for developing information and preparing environmental analyses, including portions of the environmental impact statement of which each cooperating agency has special expertise. Several counties made available staff resources and designated representatives to represent them on the Interdisciplinary Planning Team. Several counties have met their Cooperating Agencies MOU obligations to ensure a productive working relationship with the Service in the development of an agreement with the Service as required under 50 CFR § 17.81 (d). Factually, several counties far exceeded their Cooperating Agencies MOU obligations by co-developing and co-submitting with other counties an Arizona Cooperative Agencies Alternative that objectively fulfills the ESA Mexican wolf recovery mandate, and arguably laid out the framework of an agreement between the Service, the affected State and Federal agencies, local governments, and persons holding an interest in the land. Apache County also provided information, data and supporting analyses, comments, and resources for the development of proper NEPA documentation in the EIS; timely review of the first two chapters of the EIS; and timely comments on the various Federal Register publications. Apache County helped collect socioeconomic data to the maximum extent possible afforded by the limited amount of information shared by the Service about their plans for the revision of the Mexican wolf reintroduction plan and rule in Arizona, despite being hampered by the Service steadfast refusal to communicate a wolf target population despite numerous and insistent requests by the cooperating agencies. Apache County further requested to be included in; attempted to provide special expertise in order to assist the Service for; and attempted to participate in discussions about data assessment and technical reports, alternatives selection, evaluation of the effectiveness of alternatives, environmental impact analysis, etc. but to no avail. All along the proposed revision to the nonessential experimental population of the Mexican Wolf, the Service has unilaterally rewritten alternatives, chastised cooperating agencies and stakeholders for attempting to submit their own alternatives, discouraged and ignored input from cooperating agencies and stakeholders, and unilaterally made decisions outside of the NEPA process on major federal actions that have significant adverse effects on the environment.

As a further illustration of the Service failure to comply with the requirements of ESA under 50 CFR § 17.81 (d), although compliance with the June 2010 Mexican Wolf Cooperators MOU is not a requirement for the EIS process, it is revealing of the Service lack of attempt at a good faith effort to reach agreement with the affected state and local government agencies. Despite “the primary purpose of this agreement [being] to provide a framework for collaboration that is based in sound science and which enables the Signatories to develop a mutually-agreeable, long-term collaboration in reintroduction of Mexican wolves in Arizona and New Mexico,” the June 2010 MOU Mexican Wolf cooperators have been entirely ignored as a coherent group in the entire proposed revision of the nonessential experimental population of the Mexican Wolf, in as much as no attempt was made by the Service to engage the June 2010 MOU Mexican Wolf cooperators to develop an agreement with the Federal, State and local government signatories, or for any other purpose.

The revision of the nonessential experimental population of the Mexican Wolf 10(j) rule process is fatally flawed. The Service has abrogated its duty to use the best scientific data available and made a number of politically expedient decisions such as suspending the revision of the Mexican Wolf Recovery Plan; refusing to develop population goals for the proposed expanded MWEPA under the proposed 10(j) rule revision; discontinuing the development of a Mexican Wolf Management Plan Outside of the MWEPA; and, ignoring the input of cooperating agencies with special expertise and jurisdiction by law. In its single-minded haste to comply with the consent decree January 12, 2015 deadline, the Service is directly violating the requirement under ESA that: “Any regulation promulgated pursuant to this section shall, to the maximum extent practicable, represent an agreement between the Fish and Wildlife Service, the affected State and Federal agencies and persons holding any interest in land which may be affected by the establishment of an experimental population” (50 CFR § 17.81 (d)), and the Service is violating a long list of NEPA requirements related to purpose and need (40 CFR § 1502.13); commitment of resources prejudicing selection of alternatives (40 CFR § 1502.2 (f)); connected actions (40 CFR §§ 1502.4 (a), 1508.25 (a) (iii)); cumulative effects analysis (40 CFR § 1508.25 (a) (iii)); scoping (40 CFR § 1501.7 (a)); alternatives selection criteria (40 CFR § 1502.2 (e)); range of alternatives (40 CFR § 1502.2 (e)); cooperating agencies proposals (40 CFR § 1501.6 (a) (2)); environmental impact analysis (40 CFR §§ 1502.1, 1502.14, 1502.15, 1502.16, 1502.22 (a)); mitigation (40 CFR § 1502.14 (f)); consistency review and conflict reduction (40 CFR §§ 1502.16 (c), 1506.2 (d)); etc.

The Service must comply with the ESA requirements and make a genuine attempt to develop an agreement with the affected local government agencies and persons holding an interest in the land which will be affected by the revision of the experimental population rule. This involves completing the revision of the Recovery Plan and nesting the revision of the nonessential experimental population of the Mexican Wolf 10(j) rule within the prime objective of the revised recovery plan, including a clear quantified population objective; complying with the NEPA requirements regarding work with the cooperating agencies; completing a full and fair analysis of the alternative proposed by the Arizona cooperating agencies, and of a reasonably foreseeable

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required alternative addressing a higher wolf population growth rate, a higher number of wolves, and the distribution of the wolves through and outside of the MWEPA according to domestic prey base availability in addition to wild prey base availability; completing a full and fair analysis of the environmental impacts of a meaningful range of alternatives; and, making a good faith attempt at resolving the inconsistency, reducing the conflicts, and reconciling the proposed action with the local government plans or laws, and the interests of people holding an interest in the land which will be affected.

If the Service believes that this may impact its ability to satisfy the consent decree, Apache County believes that good cause exists for the Service to file for an extension of its compliance deadline.

Thank you for your consideration.

Respectfully submitted,

Tom M. White
Chairman of the Board
Apache County Board of Supervisors

Date

ATTEST

Delwin Wengert
Clerk of the Board
Apache County Board of Supervisors

Date

Cc:

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: August 26, 2014

Winget

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

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(4), discussion and possible action related to the proposed 10(j) rule modification by the USFWS.

BOS Meeting Date Requested September 2, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

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

date/time stamp

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

Board of Supervisors

Date/Signature: _____

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

Call to the Public: 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 ongoing

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____
