



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Travis Simshauser
Vice Chairman, District III

**THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY LIBRARY DISTRICT**

August 5, 2019

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

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
August 5, 2019**

1. Discussion and possible approval to place employee Veronica Mireles on a leave of absence without pay for a period of no longer than 12 weeks in accordance with Section 3.6 of the Apache County Human Resources Manual.
2. Discussion and possible approval of an agreement between Apache County Health Services District and Alena Thompson, FNP, to provide the services of a contract nurse practitioner for Family Planning and Well Woman Health Check services. This expense has been budgeted for in FY20.
3. Discussion and possible approval of Heath Start Program Contract No. ADHS 15-096687, Amendment No. 2 which extends the contract date to June 30, 2020 for the fifth and final year. This was budgeted for in FY20.
4. Discussion and possible approval of relocation reimbursement in the amount of \$500.00 in accordance with the Apache County Human Resources Policy Manual, Section 1.7 for newly hired Public Health Director Preston Raban.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
August 5, 2019**

1. Submission of the Library District Annual Report for FY 2018-2019.
2. Discussion and possible approval of the acceptance of 480 books donated by Sanders Elementary School to the Sanders Public Library at an approximate value of \$11,847.80.
3. Discussion and possible approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2019 through June 30, 2020 at the annual rate of \$50.00.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
August 5, 2019**

1. Engineering Department: Notification of the retirement of Scott King and recognition of his 43 years of service.
2. Finance Department: Discussion and possible approval of the 2019-2020 Tax Levy Rates for all County jurisdictions.
3. Community Development: Following a public hearing, discussion and possible approval of an amendment to the Apache County Zoning Ordinance allowing guesthouses on parcels of 5-acres or larger without going through the conditional use permit process. Planning & Zoning unanimously recommended approval April 4, 2019. A copy of the proposed amendment is available on the County website at <https://www.co.apache.az.us/community-development/>.
4. Community Development: Following a public hearing, discussion and possible approval to adopt the Concho Community Plan. The people of Concho developed this plan over a two-year period after doing outreach and holding many community meetings. If the plan is approved, it will be incorporated into the Apache County Comprehensive Plan as a guide for future development. The Planning & Zoning Commission unanimously recommended for approval June 6, 2019. The proposed plan is available on the County website: <https://www.co.apache.az.us/community-development/>.

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between July 2, 2019 and August 5, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of the minutes dated July 2, 2019 and July 25, 2019.
- *C. Request approval of a resolution recognizing August as Child Support Awareness Month.
- *D. Request approval of a letter of support regarding the Arizona Game and Fish Department's plan to update the fish hatchery infrastructure supporting continued healthy outdoor recreation throughout Arizona's waters.
- *E. Request approval to cancel the August 19, 2019 regular Board of Supervisor meeting due to completion of the 2019-2020 budget process.

Community Development:

- *F. Request approval of a Conditional Use Permit to allow Makaela Van Winkle to grow industrial hemp on a portion of a 160-acre parcel. The farm will include two 24' x 84' x 12' hoop houses and irrigated fields from an existing well. Property is located off highway 180 & Apache County Road 5152 in Hunt, AZ 85936. A.P.N. 204-10-004. P&Z Commission unanimously recommended approval with conditions July 11, 2019.

Human Resources:

- *G. District III: Request transfer of the current Division Manager of Special Projects to the open position of Division Manager of Health, Safety, and Environmental, at the employee's current rate of pay.
6. Election Department: Discussion and possible approval, based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint David Bradley Peelman to the Vernon Precinct.

7. Election Department: Discussion and possible approval, based on the recommendation of the Democratic Party County Chairman, Jim McGrew, determine vacancies exist in the office of precinct committeeman and appoint Alice Ben, and Nellie Smith for the Canyon De Chelly Precinct; Criss E. Candelaria for the Concho Precinct; Philmer Bluehouse, Everett Ross, Moroni Fulton, Wilson C. Stewart Jr., Eva M. Dahozy-Platero, Leonard Platero, Sr., Larry Johnson, Juan Arviso, Katherine D. Arviso, Louva Dahozy, Tom M. White, Jr., Jeannie A. Martinez and Lenora Y. Fulton for the Ft. Defiance Precinct; Chelsea Holtsoi for the Many Farms Precinct; JoAnn Leigh Dedman for the Nazlini Precinct; Paul Rogers for the St. Johns Precinct; Flora Benn-Chapito, Steven C. Begay and Carol K. Perry for the St. Michaels Precinct; Henry Rowler for the Wheatfields Precinct; Tauve Begaye for the Wide Ruins Precinct; Darius Barney, Roz Whitehair, Sr., Rosalind Zah and Peterson Zah for the Window Rock Precinct.
8. Election Department: Discussion and possible approval of all Election Board Workers, Poll Workers and Election Day Technicians for the upcoming November 5, 2019 Special Election.
9. Election Department: Discussion and possible approval of the Election Board Worker Pay Schedule for the November 5, 2019 Special Election.
10. Election Department: Discussion and possible Approval of all Ballot Replacement Centers/Drop Boxes for the November 5, 2019 Special Election.
11. Emergency Management: Discussion and possible approval of Amendment #4 to Intergovernmental Agreement ADHS 17-133163 with Arizona Department of Health Services (ADHS) \$208,918.00. This has been budgeted for in FY20.
12. District III: Discussion and possible approval to accept the USDA Rural Business Development Grant in the amount of \$59,000 for development of a research and education center related to health care and opioid addiction treatment. The grant award includes contractual services with Yelton and Associates to carry out the scope of work as outlined in the grant agreement.
13. Sheriff's Office: Discussion and possible approval to place employee David Francisco on a leave of absence without pay not to exceed 12 weeks in accordance with Section 3.6 of the Apache County Human Resources Policy Manual, effective July 21, 2019, and to allow Mr. Francisco to use donated time in excess of 480 hours until the end of the approved leave of absence without pay.
14. Sheriff's Office: Discussion and possible approval of Agreement DC-20-001 between the Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$225,301.00. This grant requires a 25% match that will be paid using RICO funds.
15. Engineering Department: Discussion and possible action to receive petitions to adopt roads into the County Maintenance System. The roads that have been petitioned are N3119, N3120, N3323 and N3131.

16. Engineering Department: Discussion and possible approval to purchase a semi-truck tractor from Rush Truck Center for District II using the HGACBuy Contract #HT06-18 at a cost of \$148,381.17. Funds used are from carryover.
17. Engineering Department: Discussion and possible approval to purchase Asphalt Emulsions from Quality Emulsions, utilizing Navajo County's contract #B16-03-02. The projected need is 560 tons for a total of cost of \$225,000 for District III Roads.
18. County Attorney's Office: Discussion and possible approval to pay the Diversion Manager position from any County Attorney's Office fund.
19. County Attorney's Office: Discussion and possible approval of an Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program Grant Agreement No. DC-20-020, in the amount of \$67,976.00 for FY20, with a match amount of \$22,659.00.
20. County Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Victim Compensation Grant Agreement No. VC-20-049, in the amount of \$83,700.00 for FY20 with no match amount required.
21. County Attorney's Office: Discussion and possible approval of Arizona Attorney General's Office FY20 Victims' Rights Program Grant Agreement No. A.G. #2020-001, in the amount of \$19,700 with no match amount required.
22. 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 the 31st day of July 2019 @ 3:00 p.m. by 



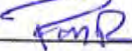
Ryan N. Patterson
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth

date/time stamp

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

Preston Raban, Director ACPHSD 

Date/Signature: 07/29/19

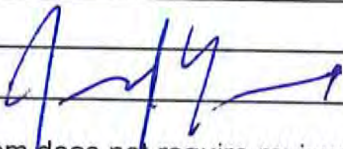
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval to place employee Veronica Mireles on a leave of absence without pay for a period of no longer than 12 weeks in accordance with Section 3.6 of the Apache County Human Resources Policy Manual.

BOS Meeting Date Requested 08/05/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

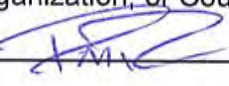
Reviews completed, item approved for Agenda.

Board Clerk's Initials 

Beth

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

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

Preston Raban, Director ACPHSD 

Date/Signature: 07/17/19

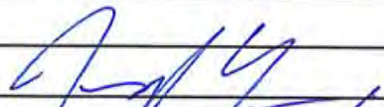
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ACPHSD requests discussion and possible approval of an agreement between Apache County Health Services District and Alena Thompson, FNP, to provide the services of a contract nurse practitioner for Family Planning Services and Well Woman Health Check Services. This expense has been budgeted into the FY20.

BOS Meeting Date Requested 08/05/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

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Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____


Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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

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

Preston Raban, Director ACPHSD

Date/Signature: 07/17/19

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 an agreement between Apache County Health Services District and Alena Thompson, FNP, to provide the services of a contract nurse practitioner for Family Planning Services and Well Woman Health Check Services. This expense has been budgeted into the FY20.

BOS Meeting Date Requested 08/05/19

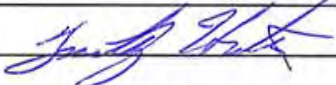
PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

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Finance Review: _____

Signature  _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials





Apache County Public Health Services District

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into between Apache County Health Services District (the "District"), a political subdivision of the State of Arizona, and Alena Thompson, FNP (the "Subcontractor").

WHEREAS, the District requires the services of a contract nurse practitioner to provide Family Planning Services and Well Woman Health Check Services; And

WHEREAS, the district wishes to contract with the Subcontractor for reproductive health consulting and physical examination services as described herein, and the subcontractor is willing to provide such services upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Terms:** This Agreement shall commence as of July 1, 2019 (the "Effective Date") and shall continue in effect through June 30, 2020 unless terminated as provided in section 10.
2. **Services:** The Subcontractor shall provide reproductive health services, physical examination services and interpretation of laboratory results, counseling and referral in accordance with the ADHS Contracts. The Subcontractor acknowledges receipt of a copy of the ADHS Contracts and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS Contracts. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Registered Nurse Practitioners. The parties shall agree upon a mutually satisfactory schedule.
3. **Compensation:** As full and complete compensation for the services to be provided hereunder, the District shall pay the Subcontractor an hourly rate of \$80.00 as follows:
 - One five-hour (Noon to 5 PM) clinic per month at:
Apache County Public Health Services District
323 S. Mountain Ave, Ste 102
Springerville, AZ 85938
 - Any required training, deemed necessary, to fulfil the Districts requirements for the Family Planning or the Well Woman Health Check programs. Dates and times of training to be agreed upon by the District and Subcontractor.

- At the end of the first month that this Agreement is in effect and at the end of each month thereafter, the District will submit to Apache County a demand in the amount of the monthly fee. Payment shall be made directly to the Subcontractor in accordance with the County's standard procedures for processing demands.
4. **Independent Contractor:** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
 5. **Insurance:** The subcontractor shall maintain in force during the term of the Agreement at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the District's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
 6. **Compliance with Laws:** The subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws required to be incorporated into this Agreement shall be enforced as though fully set forth herein.
 7. **Professional Licenses:** The Subcontractor shall maintain in force throughout the term of this Agreement any and all licenses, permits and accreditations required for the Subcontractor to provide services hereunder. The Subcontractor shall notify the District and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
 8. **Reports and Records:** The record of a client at the time of physical examination and all other client records are the property of the District and shall be retained by the District. The Subcontractor is familiar with all record retention and confidentiality requirements set forth in the ADHS Contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.
 9. **Indemnification:** To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify and defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "indemnities") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of the agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnities shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent act, errors, mistakes or omissions the Indemnitor may be liable).

10. Termination: This agreement shall terminate immediately and automatically upon the termination of the ADHS contracts for any reason. In addition, either party may terminate this agreement for any reason upon 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure any default in performance within ten (10) days after delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS 38-511 (concerning conflicts of interest).

11. Non-Assignment: The Subcontractor shall not assign any right or interest in the agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the district's prior written approval shall be void.

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the Department:

Chairman, Board of Supervisors

Date

For and on behalf of the Department:

Apache County Health Director

Date

For and on behalf of the Department:

Attorney

Date

Subcontractor:

Alena Thompson, FNP

Date

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

BeM

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

Preston Raban, Director ACPHSD 

Date/Signature: 07/17/19

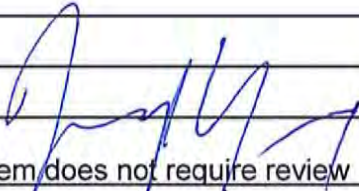
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of Health Start Program Contract No: ADHS15-096687, Amendment No:2 which extends the contract date to June 30, 2020 for the fifth and final year. This was budgeted for FY20.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature  _____
Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

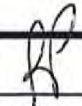
Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

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

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

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

Preston Raban, Director ACPHSD

Date/Signature: 07/17/19

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 Health Start Program Contract No: ADHS15-096687, Amendment No:2 which extends the contract date to June 30, 2020 for the fifth and final year. This was budgeted for FY20.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature



Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

x

Reviews completed, item approved for Agenda.

Board Clerk's Initials



CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
OFFICE OF PROCUREMENT
150 N. 18th Ave., Suite 260
Phoenix, Arizona 85007

CONTRACT No.: ADHS15-096687

AMENDMENT No.:2

PROCUREMENT OFFICER
**Felicia Marquez/
Jacqueline Ortega-Avila**

Health Start Program

Effective upon signature, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to the Special Terms and Conditions, **Provision Three (3), Contract Extensions Five (5)-Year Maximum**, the Contract is hereby extended through **June 30, 2020**, the Fifth and final year of the Contract.

ALL OTHER PROVISIONS OF THIS CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this _____ day of _____, 20____ at Phoenix, Arizona.

Signature and Date

Authorized Signatory's Name and Title

Apache County

Contractor's Name

Procurement Officer Signature

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth

date/time stamp

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

Preston Raban, Director ACPHSD PR

Date/Signature: 06/25/2019

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 relocation reimbursement in the amount of \$500, in accordance with the Apache County Human Resources Policy Manual, Section 1.7 for newly hired Public Health Director, Preston Raban.

BOS Meeting Date Requested 08/05/2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: July 29, 2019 SueAn Stradling-Collins

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

Acceptance of Library District annual report for FY 2018-2019.

BOS Meeting Date Requested: **August 6, 2019**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County Library District

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

July 29, 2019

Dr. Joe Shirley, Chairman, Apache County Board of Supervisors, District I
Travis Simshauser, Vice-Chairman, Apache County Board of Supervisors, District III
Alton Joe Shepherd, Apache County Board of Supervisors, District II

Ryan Patterson, Manager, Apache County

Gentlemen:

According to the Arizona Revised Statutes § 11-911 I am obligated to submit a report to the Board of Supervisors on or before July 31 of each year. I have quoted the entire statute below for your convenience.

11-911. Reports by county librarian

The county librarian shall, on or before July 31 of each year, report to the board of supervisors and to the director of the Arizona state library, archives and public records on the condition of the county free library for the year ending on the preceding June 30. The report, in addition to other matters deemed expedient by the county librarian, shall contain statistical and other information deemed desirable by the director. For this purpose the director may send to the county librarians instructions or question blanks so as to obtain the material for a comparative study of library conditions in the state.

For your convenience and your information, I have attached the annual report for the Apache County Library District for the Fiscal Year 2018-2019 in fulfillment of my statutory obligation.

Cordially,



SueAn Stradling-Collins
Director/County Librarian

Apache County Library District

Annual Report 2018-2019

MISSION STATEMENT:

We work to make our best better.

DEPARTMENT DESCRIPTION:

The Apache County Library District has a full and part-time staff of 31 employees. Our public services, technical services, facilities and administrative staff work together to provide a range of library services, collections, programs, and facilities for the communities of Alpine, Concho, Greer, Round Valley, Sanders, St. Johns and Vernon, Arizona. A digital branch has been created to offer resources to remote areas of the county.

ACCOMPLISHMENTS FY 2018-2019

Public Services: Last year our seven libraries were open a total of 10,274 hours and realized a combined annual attendance of 103,753 library patrons (a decrease of 5.6%). With the assistance of 13 volunteers (1 fewer than last year) who worked a total of 359 hours, staff handled 136,769 public service transactions. They provided computer assistance to 11,445 Apache County residents and visitors and answered 26,541 reference questions. These numbers represent an increase in all areas except those noted. This is partly due to a re-evaluation and understanding of what these transactions entail as detailed/defined by the guidelines provided by the Arizona State Library. The number of registered patrons of all ages on June 30th was 17,097, an increase of 5.7%.

Apache County residents logged 77,159 computer sessions throughout the Library District. This combines those using the computers in our libraries and connections to our WiFi in and out of the library. Combined, our libraries housed 70,759 print, 6,052 audio, and 17,189 video items. Atrium, our automated library system, tallied 170,523 items circulated, of which 47,085 were children's materials. In addition, our collection of 8,323 electronic materials, available for all residents who own electronic reading devices: eReaders, smart phones, laptops, tablets, and computer workstations, circulated 8,751 items. This is a 27% increase in use from last year.

Managers and staff continue to practice thoughtful collection development. They study items circulated and listen to patrons, trying to purchase items that meet patrons' needs and interests. Part of collection development is weeding items that are damaged or in poor condition, have low demand or interest, or are out of date or scope. This past year, 5,018 items were removed per these weeding criteria. The weeded items are sold in book sales in our libraries with the proceeds returning to collection funds, or the items are donated to non-profit entities in the County.

We borrowed 627 items through our interlibrary loan service which obtains requested materials from participating libraries located throughout Arizona and the United States. This was a 4.8% decrease from last year. We loaned 456 items to other libraries who participate in this service. This is the largest difference in loaned vs. borrowed items that we have seen in some years. We do honor all requests made of our libraries, and so I can only suppose that our materials were not in demand.

Apache County Library District

Annual Report 2018-2019

In an effort to meet the broadest possible information needs of our residents, we provided access to 31 licensed databases, giving our citizens the opportunity to conduct research on a wide range of topics, take a variety of online classes, learn languages, create resumes, practice interviewing skills, and search their family's history. Residents were able to access the majority of these resources from the comfort of their own homes.

Library staff planned and presented pre-school story times, children's reading programs, teen programming, book discussions, author visits, gardening classes, robotic classes, cooking groups, and craft classes, as well as computer classes. In all, library staff presented 838 programs with a total attendance of 8,483. This represents a 13% increase in programs, but an 8.25% decrease in attendance over the last year. The staff is very thoughtful about programming, and our goal is not just to offer more, but to offer quality programs that encourage the patrons to attend.

Technical, Facilities, and Administrative Services:

One of our goals for last year was to work with the County Manager and Human Resources for suggestions on the possible restructuring of some of our positions. We did this by having our senior library manager, Felipa Earl, take over the managerial duties at the Greer Memorial Library upon the retirement of the previous manager. We also had LeRoy Nosker Tanner, Head of Technical Services, wear two hats by managing the St. Johns Public Library after the resignation of the former manager and after an extensive recruitment that did not produce a viable candidate. To ensure coverage at both Round Valley and St. Johns Public Libraries, four 32 hour positions were increased to 40 hour positions upon Board approval.

Ever mindful of staff and patron safety, and with the help of the County IT Department, we installed panic buttons at all of our libraries and in the administrative office.

We ordered, cataloged, processed, and distributed 8,394 print, audio, and video materials. We also purchased a total of 842 eBooks and eAudios to add to our digital collection.

The district was awarded \$44,246 in E-rate funding. The Library District, along with the Apache County Schools Business Consortium, waited throughout the fiscal year for USAC to complete the PIA review of our broadband application. In Spring of 2019 we finally got news that we were funded. We are now in the initial stages of our upgrade to broadband connections at all Apache County Libraries.

The district maintained a web presence that featured our catalog, an events calendar, community information, tutorials, and access to electronic resources. Four of our libraries maintain Facebook pages. Our awareness of the wide reach of social media has 4 of our 7 libraries, and the Administration Office utilizing the Facebook platform, while the other 3 libraries have pages in progress.

With Board approval, the custodian position was changed from 24 to 28 hours a week. Bruce Chavez, the sixth employee to take on these duties, has proven to be an excellent employee. We were hoping for the right person and think we have found him.

Apache County Library District

Annual Report 2018-2019

Electronic Resources

- The number of County residents registered with *OverDrive* to borrow eBooks, eAudios and streaming videos increased 10.8%. The number of electronic checkouts increased by 1,877, an increase of 27.3% The eAudios seem to be the most popular format with a 48% increase in usage.
- Patrons can choose from 6,300 eBooks, approximately 1,060 eAudios, and over 120 eVideos through the *OverDrive* eContent site.
- Over 360 courses taught by professors and professionals are offered through Gale courses. 134 enrollments were logged for the fiscal year. Some of the most popular classes taken were Grammar Refresher, Sign Language, Leadership, and Microsoft Excel.
- With the financial aid of the State Library, over 31 databases are available along with test preps and encyclopedias. With the State's aid, over 120 magazines covering everything from hobbies to business are also available.
- Our Biblioboard database provides over 38,000 eBooks including primary sources, documents, images, audio clips, and video clips. Biblioboard includes online self-publishing and database components. We also have three local history collections featured on Biblioboard. Thanks to the Oklahoma Department of Corrections Yearbook Project (which is a free service), we were able to have the yearbooks from the St. Johns and Round Valley High Schools digitized as far back as 1952. These digitized collections are now available on Biblioboard
- Job help is offered through the Cypress Resume, Career Transitions, and Learning Express sites.
- All of our libraries provided 24/7 wireless Internet services.

Strategic Planning

- The strategic planning process consists of two community planning meetings during which community representatives select two service priorities. The staff writes goals and sets objectives for these priorities, creates a brochure for general distribution which summarizes the strategic plan, receives Board of Supervisors approval, and implements the plan. The process is repeated every three years for each library.
- The Sanders Public Library and the Concho Public Library completed the process this fiscal year. Sander's service priorities are **Know Your Community** and **Learn to Read and Write**. Concho's service priorities are **Express Creativity** and **Know Your Community**.
- Implementation of strategic plans will continue in all of our libraries.
- The Vernon Public Library has begun the process and will seek Board approval early in the 2019-2020 FY.
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Training

- All library staff completed the KnowBe4 Training dealing with cybersecurity. It has proven helpful.
 - We continue to cross train. Unfortunately, with staff stretched thin, very few of our staff can specialize, but need to be able to cover in many situations.
 - Technical services staff continued to rotate responsibilities for cataloging, ordering and processing library materials, equipment and supplies.
 - Our Alpine and Sanders library managers attended their first year of training at the all-expenses paid Library Institute in Prescott in June 2019, which was hosted by the
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Apache County Library District

Annual Report 2018-2019

Arizona State Library, Archives and Public Records Division. This is a three-year program. The training they received there is manifesting itself in their programs and service to the patrons.

- Ted Newman, Facilities and Construction Manager, attended a webinar dealing with Best Key Access System allowing him to manage and cut keys needed throughout the District.
- Network Administrator, Dolly Patterson, attended the Leadership Summit hosted by the Arizona State Library, Archives and Public Records Division. This was a five-day summit held in Oracle, Arizona. This too, is part of cross training as Dolly often covers in my absence.
- In July of 2019, Dolly traveled to Prescott to attend the Library Leaders' Summit entitled Collaborating for the Future of Arizona Libraries. This was an opportunity to make connections and network with other library representatives throughout the state.
- LeRoy Nosker Tanner, acting manager of the St. Johns Public Library, attended the Young Adult Librarian Summit held every two years sponsored by YALSA (Young Adult Library Services Association) and the Arizona State Library to learn about current trends and issues in serving that demographic in our communities.
- Gloria Castillo and Mandy Whiting, both Library Specialist I, attended training on using the STEAM (Science, Technology, Engineering, Art, and Math) resources of Star.net. made possible by the Arizona State Library.

Programming and Exhibits

- Six libraries provided children's reading programs on a regular basis.
 - Six libraries and the County Annex hosted exhibits in a variety of media which featured the work of local artists.
 - Five libraries hosted book discussion groups with participation increasing in all.
 - Sanders Public Library offered Brain Box training for parents to engage their children ages 2-5 in reading. With the help of the University of Arizona Extension Service, they also offered Block Parties which focused on parents playing with their children and reading to and with them in Navajo.
 - Author Anne Hillerman spoke to a crowd of 76 at the Round Valley Public Library, and author Nancy E. Turner spoke to a crowd of over 30 at the Vernon Public Library.
 - St. Johns Public Library provided a monthly venue for home-town authors to share their works, their writing process, and to sell their books.
 - Frank Talks - "free, thought-provoking, expert-facilitated discussions on important issues facing our communities" continued at the Round Valley and Greer Libraries.
 - Round Valley Library's theme for Preservation Week focused on family recipes and memories surrounding food and its preparation and partaking of. The open house included food tasting and was attended by over 84 people.
 - The St. Johns Public Library continued to hold story time at the St. Johns Park this past summer, sharing stories and activities with the children who were there to receive free breakfast. The attendance ranged from 27 to 49.
 - St. Johns Public Library began a robotics team sponsored in part by a grant from the Arizona Library. The team utilizes two different robotic systems to teach 7 to 13 year olds about teamwork, engineering, robotic design, and computer programming.
 - Partnering with the University of Arizona Extension Services, the Round Valley and St. Johns Libraries hosted classes on gardening and nutrition for their communities.
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Apache County Library District

Annual Report 2018-2019

Services

- All of our libraries provide Interlibrary Loan services which make a variety of materials not collected by our libraries, available to the public upon request.
- Sanders and Vernon provide free notary services.
- Several of our library staff proctor exams for students who participate in distance learning programs.
- In the course of a year, various libraries host meetings, lectures, movies, workshops, classes, displays, and tours.
- The meeting rooms of the Alpine, Concho, Round Valley, St. Johns, and Vernon Libraries are in constant use by the libraries themselves as well as numerous community groups.

GOALS AND OBJECTIVES FOR FY 2019-2020

Library Promotion:

- Dedicate funds and staff to increase promotion of our libraries and the services they offer.

Facilities:

- Continue working with Sanders Unified School District in improving the rented space used to house the Sanders Public Library.

EResources

- Continue to actively promote awareness of and use of the many resources offered free to all library card holders.
- Continue to find ways to share these resources with all residents of the County.
- Move forward with our Broadband Upgrade Project which will include replacing network equipment at each library that is able to handle the increase in bandwidth.

Strategic Planning

- Round Valley Public Library and Alpine Public Library will be repeating the strategic planning process during this fiscal year as they will have completed the implementation of their last plan.

Circulation and Attendance

- Continue to address ways of encouraging patrons to physically walk through the library doors and participate in all the resources available inside.
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APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2018-2019

LIBRARY INFORMATION		
Facilities: square footage, internet connectivity and maximum speed of connection		
Alpine Public Library	DSL connectivity	3,120 square feet
	1.6 Mbps - 3.0 Mbps	
Concho Public Library	DSL connectivity	3,120 square feet
	1.6 Mbps - 3.0 Mbps	
Greer Memorial Library	DSL connectivity	1,300 square feet
	6.0 Mbps	
Round Valley Public Library	Metro Ethernet connectivity	10,149 square feet
	10.0 Mbps	
Sanders Public Library	Microwave connectivity	2,947 square feet
	10.0 Mbps	
St. Johns Public Library	Municipal Network connectivity	10,149 square feet
	10.0 Mbps	
Vernon Public Library	DSL connectivity	3,867 square feet
	6.0 Mbps	
Library Administration Building	Municipal Network connectivity	2,985 square feet
	20.0 Mbps	
Total number of libraries		7

APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2018-2019

LIBRARY COLLECTIONS		
Collection--print		70,977
Collection--physical audio		6,052
Collection--physical video		17,189
Collection--electronic		7,637
Total collection		101,855
Collection--children's print		25,028
Collection--children's other		5,865
Total children's collection		30,893
Collection--print serial subscriptions		124
Collection--databases--local		4
Collection--databases--State supplied		27
Total databases		31
LIBRARY CIRCULATION		
Circulation transactions--physical		170,523
Circulation transactions--electronic		8,751
Total circulation transactions		179,274
Total circulation transactions--children's materials		47,085

APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2018-2019

REGISTRATIONS	
Number of registered users (All ages)	17,097
Number of registered users (0-11)	2660
PUBLIC ACCESS COMPUTERS	
Number of internet computers used by the general public	147
Number of internet computer sessions by the general public	27,218
<i>LIBRARY IS COMPLIANT WITH ARS 34-501 and ARS 34-502 RESTRICTING ACCESS TO HARMFUL MATERIALS ON THE INTERNET.</i>	
PROGRAMS AND ATTENDANCE	
Total library programs	838
Total program attendance	8,483
PAID STAFF	
FTE positions : all library district staff	23.625
Total number of persons: all library district staff	29

**APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2018-2019**

LIBRARY REVENUE	BUDGETED	FUND	EXPENSES
Government revenue--local (County/District)--Contingency	\$ 100,000.00	1000	\$ 24,708.81
Government revenue--local (County/District)	\$ 1,687,165.00	8000	\$ 1,534,880.75
Government revenue--state (including State Grants-In-Aid)	\$ 25,000.00	8012	\$ 25,000.00
Government revenue--eRate	\$ 44,246.00	8030	\$ 33,811.36
Other revenue	\$ 37,630.00	8060	\$ 11,811.36
Total operating revenue	\$ 1,894,041.00		\$ 1,630,212.28
CAPITAL REVENUE			
Capital revenue--local	\$ 220,800.00	8010	\$ 18,447.13
BOND			
Debt service fund	\$ 727,225.00	580	\$ 725,000.00

APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2018-2019

STAFF EXPENDITURES	
Staff expenditures--salaries & wages	\$ 763,774.87
Staff expenditures--employee benefits	\$ 364,426.31
Total staff expenditures	\$ 1,128,201.18
COLLECTION EXPENDITURES	
Collection expenditures--print	\$ 91,705.54
Collection expenditures--media	\$ 40,291.76
Collection expenditures--electronic	\$ 29,378.76
Total collection expenditures	\$ 161,376.06
OTHER EXPENDITURES	
Other operating expenditures	\$ 244,842.54
OPERATING EXPENDITURES	
Total operating expenditures	\$ 1,534,419.78
CAPITAL EXPENDITURES	
Total capital expenditures	\$ 18,447.13

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: July 26, 2019 Sue A Stradling-Collins

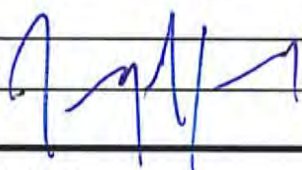
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of the acceptance of 480 books donated by Sanders Elementary School to the Sanders Public Library at an approximate value of eleven thousand eight hundred forty-seven dollars and eighty cents (\$11,847.80).

BOS Meeting Date Requested: August 6, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Donation Books

Titles	Quantity	Cost	Total
Beauty and the Beast: The Enchanted Rose	40	\$ 8.03	\$ 321.20
Cars 3: Project Undercover	300	\$ 8.99	\$ 2,697.00
Cinderella: The Heart That Believes	200	\$ 29.99	\$ 5,998.00
Dora the Explorer: Dora Goes to School	40	\$ 2.65	\$ 106.00
Finding Nemo: Lost and Found	40	\$ 19.23	\$ 769.20
Kai-Lan's Super Sleepover	40	\$ 11.89	\$ 475.60
Scooby-Doo! Shiny Spooky Knights	80	\$ 17.21	\$ 1,376.80
Toy Story 3: Together Again	40	\$ 2.60	\$ 104.00
	Grand Total		\$ 11,847.80

Donated by Sanders Elementary School

Pros and cons for accepting a donation of books from the Sanders Elementary School.

Agenda item as written:

Discussion and possible approval of the acceptance of 480 books donated by Sanders Elementary School to the Sanders Public Library at an approximate value of eleven thousand eight hundred forty-seven dollars and eighty cents (\$11,847.80).

Pros

- These books were dropped off at the Sanders Library and are already in their possession.
- The books are new and in perfect condition.
- Some of the titles will fit nicely in the collection of the Sanders Library or possibly in the collection of one of the other District Libraries.
- Opportunity to share the titles with approved entities.
- Place various titles in the Sanders book sale and use the revenue to purchase other titles.
- Use the titles as prizes for summer reading and as promotional incentives at the County Fair.

Cons

- All titles were multiples, some in excess of 200 copies making the title hard to sell or share.
- The books are taking up space and need to be cataloged or sold to make room for other donations.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: 26 July 2019 SueAn Stradling-Collins

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 lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2019 through June 30, 2020 at the annual rate of \$50.

BOS Meeting Date Requested: August 6, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Alpine Area Library Friends, Alpine, Arizona

LEASED PREMISES

In consideration of the covenants herein made, Lessor does lease to Lessee a portion of the Alpine Public Library grounds for the Alpine Area Library Friends to place an 8 x 10 foot shed next to the shed already placed on the property.

TERM

This lease shall be for a term of one (1) year commencing on the 1st day of July, 2019, and expiring on the 30th day of June, 2020.

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$50.00 per year, with payment to occur on or before the 1st day of August, 2019.

In the event of late payment (payment after the 10th of the month), the parties agree that a late fee of \$25.00 shall be added to the base rent.

BREACH

Lessee understands that any breach of these terms and conditions of this Lease may result in Lessee being evicted from the premises. In such a case, time is of the essence. Lessee agrees to vacate the premises upon receiving thirty (30) days advance written notice of eviction from the Lessor, should Lessee be responsible for breach of any of the terms and conditions set forth herein.

USE OF PREMISES

Lessee agrees to use the leased premises for the sole purpose of setting a storage shed to house supplies and materials for their annual quilt show. Lessee shall not substantially change from such purpose without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

Lessee may not sublease or assign this lease to any third party without the express written permission of the Lessor.

MAINTENANCE OF PREMISES

The Lessor acknowledges that Lessee owns said shed, and that Lessee shall, during the term of the tenancy, bear sole responsibility for maintaining the interior and exterior of said shed in good and sanitary order, condition and repair.

Lessee shall not make such alterations, additions, or improvements in such parts of the leased premises without the written permission of the Lessor. Lessee hereby waives the right to make repairs at the expense of the Lessor.

Notwithstanding the above provision regarding regular and routine maintenance, any damage to the Leased Premises which is the direct result of the conduct of the Lessee shall be the financial responsibility of the Lessee.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon thirty (30) days advance written notice.

The parties hereto also acknowledge that they are aware of the conflict of interest provisions contained in A.R.S § 38-511 and are further aware that this contract may be terminated under the conditions set forth by statute.

DESTRUCTION OF PREMISES

If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

INSURANCE

During the entire term of this Lease, the Lessee shall, at the Lessee's sole cost and expense, maintain a general liability insurance against claim of personal injury, death, or property damage occurring in, upon, or about the Leased Premises. A copy of said insurance policy shall be provided to Lessor upon request.

During the term of the Lease, Lessor shall maintain, at the Lessor's sole cost and expense, premises liability insurance to cover any potential liability for potential claims of personal injury that arise from incidents in the parking area or other common areas of the Lessor's property. A copy of said insurance policy shall be provided to Lessee upon request.

MEDIATION AND JURISDICTION

In the event of a dispute between the parties to this agreement, it is agreed that the parties will seek mediation of their dispute prior to bringing an action in Court. In the event the parties are unable to resolve their disputes in that forum, any lawsuits that arise out of this contract shall be litigated in the Courts of Apache County, Arizona.

ENTIRE AGREEMENT

This lease constitutes the entire agreement of the parties and no representations have been made by the parties other than those contained herein.

MODIFICATION

No modifications to the lease shall be binding on the parties unless in writing and signed by both Lessor and Lessee.

IN WITNESS WHEREOF the parties hereto have executed this Lease by proper person duly authorized to do so on the date designated below.

Executed this ____ day of _____, 2019, at Apache County, Arizona.

DR. JOE SHIRLEY, JR.
Chairman, Apache County Library Board



PAULETTE HUNT
President, Alpine Area Library Friends

Apache County Library District
Agenda Item for Board Meeting of August 6, 2019

Discussion and possible approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2019 through June 30, 2020 at the annual rate of \$50.

This lease allows the Alpine Area Library Friends to continue to place a 8 x 10 foot shed on the Alpine Public Library grounds.

Pros

- Allows the Alpine Area Library Friends to store the materials for their annual quilt show. Part of the proceeds from the quilt show come back to the Alpine Library through donations the Friends make to the Library
- Continued good relations with the Alpine Area Friends of the Library who have helped the Library in numerous ways
- The shed is placed beside our shed and does not create an obstruction of any kind

Cons

- Asking them to remove the shed would be extremely costly to them. This would create hard feelings toward the District and possibly cause the Friends to discontinue as a 501c, and we would no longer have their support


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature:

7-23-19 

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

Notification of retirement of Scott King and recognition of his 43 years of service.

BOS Meeting Date Requested 08-06-2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: *[Signature]* 7/29/19

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

Discussion and possible of approval of the 2019-2020 Tax Levy Rates for all County Jurisdictions.

BOS Meeting Date Requested August 5th, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials *[Signature]*

APACHE COUNTY
RESOLUTION SETTING FY2019-2020 TAX LEVIES AND RATES

TAX AUTHORITY NUMBER	RESOLUTION NO.	FY19 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY19 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2019/2020	RATE % INCREASE (DECREASE) 2019/2020
APACHE COUNTY							
Primary:							
02000	County	0.6176	461,587,670	2,850,765	0.5922	0.0254	4.29%
02001	State School Equalization (State Mandated)	0.4566	461,587,670	2,107,609	0.4741	(0.0175)	-3.69%
	Total Primary Rate	1.0742			1.0663	0.0079	0.74%
Secondary:							
52000	General Fund Override	-	461,587,670	1,447,539	-	0.0069	2.25%
14900	Library District	0.3136	461,587,670	1,153,969	0.2478	0.0022	0.89%
29999	Public Health District	0.2500	461,587,670	923,175	0.1978	0.0022	1.11%
28000	Jail District	0.2000	461,587,670	461,588	0.0889	0.0111	12.49%
28002	Juvenile Jail District	0.1000	461,587,670	1,730,954	0.3750	-	0.00%
58000	Jr. College Tuition	0.3750	461,587,670	646,223	0.1400	-	0.00%
56000	Post Secondary Education	0.1400	461,587,670	163,714	0.0861	0.0032	3.72%
15000	Flood Control	0.0893	183,330,712	513,747	0.1089	0.0024	2.20%
14901	Library Construction Bond	0.1113	461,587,670	393,273	0.0844	0.0008	0.95%
11900	Fire Dist. Assistance	0.0852	461,587,670	7,434,182	1.6356	0.0288	1.76%
	Total Secondary Rate	1.6644					
TOWN OF EAGAR							
04106	Primary	-	-	-	-	-	0.00%
54106	Secondary	-	-	-	-	-	0.00%
TOWN OF SPRINGERVILLE							
04103	Primary	-	-	-	-	-	0.00%
54103	Secondary	-	-	-	-	-	0.00%
CITY OF ST. JOHNS							
04150	Primary	-	-	-	-	-	0.00%
54150	Secondary	-	-	-	-	-	0.00%
ST. JOHNS SCHOOL #1							
07001	Primary	3.7788	28,340,664	1,070,937	3.8072	(0.0284)	-0.75%
57001	Secondary	0.7184	28,340,664	203,599	0.6759	0.0425	6.29%
	<i>(Additional Assistance Override approved 2016)</i>	0.3741	28,340,664	106,022	0.3282	0.0459	13.99%
	<i>(M&O Override Approved 2014)</i>	0.3443	28,340,664	97,577	0.3477	(0.0034)	-0.98%
67001	Class A Bonds	-	-	-	-	-	0.00%
77001	Class B Bonds	-	-	-	-	-	0.00%
87001	Adjacent Ways	-	-	-	-	-	0.00%

APACHE COUNTY
RESOLUTION SETTING FY2019-2020 TAX LEVIES AND RATES

TAX AUTHORITY NUMBER	RESOLUTION NO.	FY19 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY19 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2019/2020	RATE % INCREASE (DECREASE) 2019/2020
CONCHO SCHOOL #6							
05006	Primary	6.5088	17,773,135	1,156,818	8.3080	(1.7992)	-21.66%
55006	Secondary	-	-	-	-	-	0.00%
65006	Class A Bonds	-	-	-	-	-	0.00%
75006	Class B Bonds (payable 2009 - 2022)	0.5817	17,773,135	103,386	0.3816	0.2001	52.44%
85006	Adjacent Ways	-	-	-	-	-	0.00%
ALPINE SCHOOL #7							
05007	Primary	3.1628	15,978,118	505,356	3.1013	0.0615	1.98%
55007	Secondary	-	-	-	-	-	0.00%
65007	Class A Bonds	-	-	-	-	-	0.00%
75007	Class B Bonds	-	-	-	-	-	0.00%
85007	Adjacent Ways	-	-	-	-	-	0.00%
WINDOW ROCK SCHOOL #8							
07008	Primary	-	15,733,773	-	-	-	0.00%
57008	Secondary	-	-	-	-	-	0.00%
67008	Class A Bonds	-	-	-	-	-	0.00%
77008	Class B Bonds (payable 2009 - 2022)	2.8203	15,733,773	443,740	1.7747	1.0456	58.92%
87008	Adjacent Ways	-	-	-	-	-	0.00%
VERNON SCHOOL #9							
05009	Primary	6.3328	16,257,530	1,029,557	6.2014	0.1314	2.12%
55009	Secondary	-	-	-	-	-	0.00%
65009	Class A Bonds	-	-	-	-	-	0.00%
75009	Class B Bonds	-	-	-	-	-	0.00%
85009	Adjacent Ways	-	-	-	-	-	0.00%
ROUND VALLEY SCHOOL #10							
07010	Primary	2.1101	323,468,780	6,825,515	2.0015	0.1086	5.43%
57010	Secondary (M&O Override approved 2017)	0.2970	323,468,780	960,702	0.2922	0.0048	1.64%
67010	Class A Bonds (payable 2009 - 2023)	-	323,468,780	-	0.0144	(0.0144)	0.00%
77010	Class B Bonds (payable 2009 - 2023)	0.2177	323,468,780	704,192	0.0209	0.1968	941.63%
87010	Adjacent Ways	-	-	-	-	-	0.00%
07999	Minimum School Tax	-	323,468,780	-	0.1208	(0.1208)	0.00%
SANDERS SCHOOL #18							
07018	Primary	-	17,997,621	-	-	-	0.00%
57018	Secondary	-	-	-	-	-	0.00%
67018	Class A Bonds	-	-	-	-	-	0.00%
77018	Class B Bonds	-	-	-	-	-	0.00%
87018	Adjacent Ways	-	-	-	-	-	0.00%

APACHE COUNTY
RESOLUTION SETTING FY2019-2020 TAX LEVIES AND RATES

TAX AUTHORITY NUMBER	RESOLUTION NO.	FY19 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY19 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2019/2020	RATE % INCREASE (DECREASE) 2019/2020
GANADO SCHOOL #20							
07019	Primary	2.0904	20,936,609	437,659	2.0900	0.0004	0.02%
57019	Secondary	-	-	-	-	-	0.00%
67019	Class A Bonds	-	-	-	-	-	0.00%
77019	Class B Bonds	-	-	-	-	-	0.00%
87019	Adjacent Ways	-	-	-	-	-	0.00%
McNARY SCHOOL #23							
05023	Primary	-	877,178	-	-	-	0.00%
55023	Secondary	-	-	-	-	-	0.00%
65023	Class A Bonds	-	-	-	-	-	0.00%
75023	Class B Bonds	-	-	-	-	-	0.00%
85023	Adjacent Ways	-	-	-	-	-	0.00%
CHINLE SCHOOL #24							
07024	Primary	4.0919	2,714,982	111,094	4.0918	0.0001	0.00%
57024	Secondary	-	-	-	-	-	0.00%
67024	Class A Bonds	-	-	-	-	-	0.00%
77024	Class B Bonds	-	-	-	-	-	0.00%
87024	Adjacent Ways	-	-	-	-	-	0.00%
RED MESA SCHOOL #27							
07027	Primary	-	1,509,280	-	-	-	0.00%
57027	Secondary	-	-	-	-	-	0.00%
67027	Class A Bonds	-	-	-	-	-	0.00%
77027	Class B Bonds	-	-	-	-	-	0.00%
87027	Adjacent Ways	-	-	-	-	-	-
CONCHO FIRE DISTRICT							
11603	Primary	3.2500	3,314,452	107,720	3.2500	-	0.00%
11604	Secondary	3.1757	15,744,792	500,000	2.9242	0.2514	8.60%
11618	PUERCO VALLEY FIRE DISTRICT	3.2500	14,371,388	467,070	3.2500	-	0.00%
11619	GANADO FIRE DISTRICT	3.2454	20,936,609	679,477	3.2414	0.0040	0.12%
11605	ALPINE FIRE DISTRICT	2.2000	15,079,574	331,751	2.1000	0.1000	4.76%
11620	VERNON FIRE DISTRICT	3.2500	14,935,423	485,401	3.2500	-	0.00%
11621	NUTRIOSIO FIRE DISTRICT	2.1100	7,944,516	167,629	2.0000	0.1100	5.50%
ALPINE SANITARY DISTRICT							
21701	Primary	2.2763	5,507,977	125,380	2.2181	0.0582	2.62%
16002	ALPINE DOMESTIC WID	-	-	-	-	-	0.00%
10251	NAVAPACHE HOSPITAL DISTRICT	-	-	-	-	-	0.00%
16000	OJO BONITO WATER DISTRICT	-	-	-	-	-	0.00%
16001	VERNON WATER DISTRICT	-	-	-	-	-	0.00%
21710	LITTLE COLO. SANITARY	0.3415	14,641,467	50,000	0.2956	0.0459	15.51%
10260	WHITE MOUNTAIN HCD	-	105,630,414	-	-	-	0.00%
10270	NO. APACHE COUNTY HCD	3.7285	58,892,265	2,195,776	3.6142	0.1142	3.16%
30000	NO. ARIZONA VIT	0.0500	351,809,444	175,905	0.0500	-	0.00%
30001	NATIVE	0.0500	58,892,265	29,446	0.0500	-	0.00%

APACHE COUNTY
RESOLUTION SETTING FY2019-2020 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX AUTHORITY NUMBER	FY19 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY19 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2019/2020	RATE % INCREASE (DECREASE) 2019/2020
----------------------	---------------	------------------------	--------------------------	---------------	---	--------------------------------------

	RATE	NUMBER OF PARCELS	EXPECTED AMOUNT PRODUCED			
28003 CONCHO COUNTY IMPROVEMENT	\$ 85.00	683	58,055	\$80	5.0000	6.25%

APPROVED: _____

Chairman, Board of Supervisors

ATTEST: _____

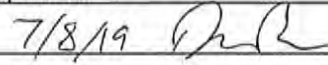
Clerk, Board of Supervisors

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 7/8/19 

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

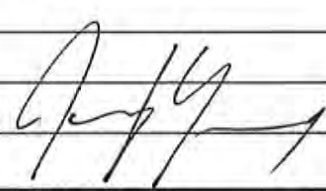
PUBLIC HEARING, consideration and possible recommendation for approval of an amendment to the Apache County Zoning Ordinance Article 4 Section 403-7, allowing guesthouses on parcels of 5-acres or larger without going through the conditional use permit process. Planning & Zoning unanimously recommended approval April 4, 2019. A copy of the proposed amendment is available on the Apache County website:

<https://www.co.apache.az.us/community-development/>

BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials 



ORDINANCE NO. _____

AN ORDINANCE OF THE APACHE COUNTY BOARD OF SUPERVISORS AMENDING THE ZONING ORDINANCE BY ADDING SECTION 750 AND AMENDING SECTION 403(A)(7) TO ALLOW GUESTHOUSES ON PARCELS OF FIVE ACRES OR MORE WITHOUT GOING THROUGH THE CONDITIONAL USE PERMIT PROCESS.

WHEREAS, A.R.S. §11-811 and §11-813 allows for adoption or amendment of a zoning ordinance; and

WHEREAS, The Apache County Zoning Ordinance currently only allows one residence per parcel regardless of parcel size, and guesthouses are only allowed through a Conditional Use Permit; and

WHEREAS, the Planning and Zoning Commission has recommended the following amendments to the Zoning Ordinance; and

WHEREAS, per A.R.S. §11-251.05, the Board of Supervisors has advertised and conducted a public hearing, and finds that the amendments to the Zoning Ordinance are appropriate and should be approved,

NOW, THEREFORE, BE IT ORDAINED BY THE APACHE COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

Adding Section 750 to Article 7 of the Zoning Ordinance:

SECTION 750 GUESTHOUSES

One guesthouse is allowed on parcels of 5 acres or more. On parcels of less than 5 acres, guesthouses are only allowed through the Conditional Use Permit process in Article 11 of this ordinance.

1. On parcels of 5 acres or more, guesthouses are allowed subject to the following rules:

- a. Only one guesthouse is allowed. Any additional guesthouses must be approved through a Conditional Use Permit process in Article 11.
- b. The guesthouse must go through the same permitting as the principal residence, and must meet all other zoning, building, and health code requirements including setbacks, height restrictions, use restrictions, and septic tank requirements.
- c. Guesthouses are only allowed in zones where single-family dwellings are permitted.
- d. Guesthouses cannot be more than 100% of the size of the principal residence. A Conditional Use Permit is required to exceed the size limitation.
- e. Guesthouses in Greer are governed by the specific zones established in Greer.

Amending Section 403(A)(7) as follows:

Section 403. Permitted Uses

...

7. One single family dwelling or one modular or mobile home per parcel.

Guesthouses are allowed as prescribed in Section 750....

PASSED AND ADOPTED by the Apache County Board of Supervisors at a meeting held this ____ day of _____, 2019.

Chairman, Apache County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Apache County Attorney

WHITE MOUNTAIN PUBLISHING LLC.
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Fax (928) 537-1780

ORDER CONFIRMATION (CONTINUED)

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Status: New WHOLD WHOI

The Apache County Board
of Supervisors
will hold a meeting on Monday, August
5, 2019 at 8:30 a.m. in the Board of
Supervisors Room, located in the
Apache County Annex at 75 W. Cleve-
land, St. Johns, Arizona, at which the
Board will hold a public hearing to
consider and possibly approve the fol-
lowing item:

PUBLIC HEARING, consideration and
possible approval to adopt the Concho
Community Plan. The people of Con-
cho developed this plan over a two-
year period after doing outreach and
holding many community meetings. If
the plan is approved, it will be incorpo-
rated into the Apache County Compre-
hensive Plan as a guide for future de-
velopment. The Planning & Zoning
Commission unanimously recom-
mended for approval June 6, 2019.
The proposed plan is available on the
Apache County website: <https://www.co.apache.az.us/community-development/>

PUBLIC HEARING, consideration and
possible recommendation for approval
of an amendment to the Apache Coun-
ty Zoning Ordinance Article 4 Section
403.7, allowing guesthouses on
parcels of 5-acres or larger without go-
ing through the conditional use permit
process. Planning & Zoning unani-
mously recommended approval April
4, 2019. A copy of the proposed
amendment is available on the
Apache County website: <https://www.co.apache.az.us/community-development/>

Copies are available at the Community
Development Department or you may
review them on the web at www.co.apache.az.us 24 hours prior to the
meeting date. Those wishing to com-
ment may do so in writing, by e-mail,
or in person. Mail comments to
Apache County Community Develop-
ment, P.O. Box 238, St. Johns, AZ
85936 or send e-mails to planning@co.apache.az.us.

Published in White Mountain Indepen-
dent: #48173, F, July 19, 2019

The Apache County Board of Supervisors

will hold a meeting on **Monday, August 5, 2019** at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following item:

PUBLIC HEARING, consideration and possible approval to adopt the Concho Community Plan. The people of Concho developed this plan over a two-year period after doing outreach and holding many community meetings. If the plan is approved, it will be incorporated into the Apache County Comprehensive Plan as a guide for future development. The Planning & Zoning Commission unanimously recommended for approval June 6, 2019. The proposed plan is available on the Apache County website:

<https://www.co.apache.az.us/community-development/>

PUBLIC HEARING, consideration and possible recommendation for approval of an amendment to the Apache County Zoning Ordinance Article 4 Section 403.7, allowing guesthouses on parcels of 5-acres or larger without going through the conditional use permit process. Planning & Zoning unanimously recommended approval April 4, 2019. A copy of the proposed amendment is available on the Apache County website: <https://www.co.apache.az.us/community-development/>


Copies are available at the Community Development Department or you may review them on the web at www.co.apache.az.us 24 hours prior to the meeting date. Those wishing to comment may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936 or send e-mails to planning@co.apache.az.us.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 7/8/19 

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

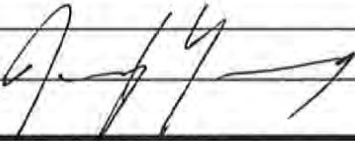
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BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature





RESOLUTION NO. _____

A RESOLUTION OF THE APACHE COUNTY BOARD OF SUPERVISORS ADOPTING THE CONCHO COMMUNITY PLAN

WHEREAS, A.R.S. §11-804 and §11-805 require the county to formulate and adopt a comprehensive plan to serve as the official guide for the development of the county; and

WHEREAS, the community of Concho has formulated a community plan after holding numerous community meetings and public hearings, and is desirous that the community plan be incorporated into the Comprehensive Plan; and

WHEREAS, the Planning & Zoning Commission has recommended approval of the Concho Community Plan; and

WHEREAS, per A.R.S. §11-805, the Board of Supervisors has advertised and conducted a public hearing, and finds that the Concho Community Plan is appropriate and should be adopted and incorporated into the Comprehensive Plan,

NOW, THEREFORE, BE IT RESOLVED BY THE APACHE COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

Adopting the Concho Community Plan, which is to be incorporated into the Comprehensive Plan, as shown in Exhibit A.

...

PASSED AND ADOPTED by the Apache County Board of Supervisors at a meeting held this ____ day of _____, 2019.

Chairman, Apache County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Apache County Attorney

Exhibit

A

Concho Community Plan

**Approved by Apache County Board of Supervisors
August 5, 2019**

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Planning Committees

After the Apache County Community Development Department announced that the Apache County Land Use Comprehensive Plan was to be updated and that that department desired involvement and input from communities, there were three widely publicized meetings in the Concho area open to all residents of the Concho voting district. These meetings were advertised, promoted and sponsored by the Apache County Community Development Department. The initial meeting on May 2, 2017 was attended by 100 – 150 residents. Some of those residents who expressed an interest in working on a community plan met again on June 1, 2017 and June 5, 2017. The organization of a committee to develop a community plan was discussed and a chairman and co-chairman were nominated and selected.

On June 6, 2017, a second County sponsored meeting was held and attended by approximately 80 residents where (1) the needs and wants developed by the County at the May 2, 2017 meeting were presented to the residents and given general priority ranking, (2) a formal commission of a Committee of the Whole, comprised of and open to all residents of Concho voting district, was instituted along with confirmation of its organization and election of the chairman and co-chairman. On June 28, 2017 a well-advertised official meeting of the Committee of the Whole was held resulting in a Steering Committee being elected. The composition of the Steering Committee and their responsibility and function within the Committee of the Whole was reported to the County for adoption as the Concho Community Area Plan Committee.

On July 11, 2017 the final County sponsored meeting of the Committee of the Whole, its Chairman and Co-Chairman, including the newly established Steering Committee presented a plan to develop a greater Concho Community Area Plan focused on the top needs and wants previously established by the County as a result of our community input. These findings and plans were presented to the residents of the greater Concho area for edit, comment, modification, deletion or addition. The items included herein and plans for their implementation are the result of all the meetings listed below.

Concho Community Area Plan Public Meetings

July 12, 2017	Steering Committee meeting
July 24, 2017	Meeting to establish Subcommittees for each element of the plan
August 24, 2017	Steering Committee Meeting

September 11, 2017	Committee of the Whole meeting
September 23, 2017	Steering Committee meeting for review of Subcommittee's progress
October 14, 2017	Steering Committee meeting for review and re-focus of roads element of plan
November 4, 2017	Committee of the Whole meeting for update, review, and report of progress; community update by Supervisor Shamley
November 9, 2017	Steering Committee meeting
January 23, 2018	Steering Committee Meeting
March 3, 2018	Steering Committee Meeting to review final draft Annex and Appendices **Minutes are available upon request.
March 15 to 30, 2018	Public review of final draft provided at Concho Library and other points of community contact.
April 7, 2018	Public meeting of the Committee of the Whole for discussion and vote on a final Annex with Appendices to be submitted to the Apache County Board of Supervisors.
April 20, 2018	Steering Committee meeting to reviewed Public input from April 7, 2018 and made changes to the Plan as appropriate. Determined that outside, uninvolved review was advised.
April 20 to June 30, 2018	Outside Review
July 13, 2018	Steering Committee meeting to review comments from outside review and make appropriate final changes and determine timeline for submission to the Planning and Zoning Commission.
August 2, 2018	Feedback and recommendations from Apache County Planning and Zoning (P&Z) Commission

Through discussion, nomination, and open vote in above listed meetings there was elected a Concho Community Area Plan Committee, (herein after CCAP), a Chairman and Steering Committee members. Its purpose was to represent the Concho voting district area utilizing open and frequent communications with all Concho community members to provide area specific plans as part of the County's general plan.

At subsequent CCAP meetings, the newly commissioned members of CCAP set about to develop a document that would be attached to the Apache County Comprehensive Plan, required by Arizona Statute, as an Annex with Appendices which the Concho

community desires the County to view as an implementation document. All meetings were open to all residents and participation varied from time to time. All meetings of the CCAP Committees were announced through an email network distribution system.

Concho Community Survey

The protocol used in determining the needs and wants of the greater Concho community was a survey conducted by the Apache County Community Development Department. In the course of conducting that survey the entire community was called to attend a public meeting sponsored by the Apache County Community Development staff. It had approximately 150 residents in attendance.

The Community Development staff and the District Three Supervisor were present and moderated the initial discussion. A survey was distributed, and an open discussion was conducted. Subsequently, interest groups on various priority topics from the list developed by the County were assembled, and further group discussions were conducted. Each interest group was represented by a member of the group and delivered a summary of the group's discussion. The results of the open discussion and the group discussions were written on a white board and prioritized according to the number of times each item was recommended or mentioned in the discussions. The survey was taken by the County Community Development staff and was tabulated and distributed at the second public meeting sponsored by them. Result of the survey are available online at www.co.apache.az.us/community-development/ under the heading of Top Concerns.

CCAP Steering Committee

Gerald (Jerry) Hunsicker, Chairman (Resigned Aug. 3, 2018)
Bob Bothner, Co-Chairman
Gail Golden
Barry Weller (Acting Spokesman as of August 7, 2018)
Tracy Howard, Secretary, *iam non est*
Tim Tower
Jim Staffnik
Frank Wright

The CCAP Steering Committee established eight sub committees to address each of the eight highest priority elements as determined by the citizens at the public meetings and collated by the Apache County Community Development Department.

Subcommittees	Chair(s)
Law Enforcement	Tim Tower & Gerald Hunsicker
Animal Welfare and Control	Gail Golden
Non-Tax Paying Properties	Tracy Howard, <i>iam non est</i>
Community Appearance	Barry Weller
Road Maintenance	Gina Prichard <i>in vicem</i> Gail Golden
Jobs	Vivien McCool
Medical Services	Bob Bothner
Subdivision Deed Restrictions	Frank Wright

Each of the Subcommittee Chairs acquired members for their committees and worked on the elements of the Annex as Appendices attached hereto.

The CCAP Steering Committee also developed the Land Use section of this Plan after receiving a request to document the communities' position on such matters at the Aug. 2, 2018 P&Z Commission meeting. The Land Use portion of this Area Plan clearly reflects the overwhelming majority of the community and their desire to limit government restrictions, intrusion of personal property rights and regulation in the area.

Introduction and Mission Statement

The goal of the Concho Community Area Plan is to direct and focus Apache County's participation in and support of the greater Concho community's desires and needs for its social, economic, cultural, religious and political structures. The Concho community (defined as the Concho Voting Precinct) expects this participation by Apache County to be accomplished in a cooperative and mutually respectful manner understanding the often different, but not contrary or mutually exclusive needs and desires of the County and the Concho community. The focus of all government is to provide for the safety and security of its citizens or residents and to allow them the greatest freedom and liberty to pursue and direct their own individual best interests.

This supportive relationship between Apache County and the greater Concho community's needs and desires, within the parameters described above, shall be demonstrated by distributions of County resources, both financial and physical to meet those needs and desires described in this Plan balanced equitably with all unincorporated county communities.

Vision Statement

The residents of greater Concho see their independence, liberty, and rights of property as citizens under the United States Constitution, as God-given, and those rights are not subject to any governmental incursion into them. We hold to one of the original mottos proposed by our Founders on the first coin of America: "Mind Your Business". The residents of greater Concho see Apache County's minding its business to be providing for the safety of our citizens and the County Assets as well as the equitable financial support of projects that allow the residents to mind their own business; being free to enjoy their God-given liberty.

Regional Setting

The unincorporated community of greater Concho is located in Apache County, Arizona, in the northeastern portion of the State of Arizona. The Concho community voting district is approximately 200 miles north and east of the Phoenix area and centered at the Western border of Apache County District Three. The population of this community is generally encompassed by the Western County line, Arizona State Highways 180, 180A and 61. It is approximately 40 miles south of Interstate 40. The elevation ranges from 5,700 to 6,300 feet.

The Planning Area

The planning area, as defined by the CCAP Steering Committee, coincides with the voting precinct of Concho as described in the Apache County political subdivisions and is referred in this report as greater Concho. It consists of more than 700 square miles and more than 190,000 acres, at least 61,760 acres of this is privately owned land. The planning area falls in parts of T12 & T13, R2 and R26 E Gila and Salt River Base and Meridian, Apache County, Arizona. (See Appendix I)

Population

The latest population figures available for greater Concho is between 3,000 and 3,500.

Plan Elements

Introduction

The CCAP Committee, based on community input throughout the process, determined that there were eight elements that were priorities for the Committee of the Whole and Subcommittees were established for each of those elements. Those Subcommittees researched, developed, and wrote the following presentations to be included as shall proposals as part of an Annex to the Apache County Comprehensive Plan. Each element has specific, measurable, personnel and financial elements to accomplish them in coordination, cooperation and support with Apache County, its Supervisors, the Sheriff's department, and each of those entities staffs and subordinates.

Appendix A - Law Enforcement addresses the issue of law enforcement response and presence within the community in addition to a substation. This Appendix describes a cost-effective beginning towards a larger law enforcement presence.

Appendix B - Animal Welfare and Control addresses the 501(c)3 (created by residents of greater Concho to begin the process of animal control within greater Concho using various sources of funding and support. County support and funding is necessary in order to fund an Apache County Animal Control Officer for unincorporated areas such as greater Concho and to assign resources in the District Three Supervisor's office for grant writing and project assistance.

Appendix C Non-Taxpaying Properties addresses a process for the County to utilize existing State Statues to address and reclaim non-tax paying properties which will result in a net financial increase to the County and re-establishing a broader tax paying base.

Appendix D - Community Appearance addresses 501(c)3 organizations to be created by residents of greater Concho initially and/or other areas of the unincorporated parts of the county in the future to begin the process of clearing up blighted areas improving the community's appearance through various sources of funding and support. The Concho Area will serve as a pilot program to be expanded county wide. Additionally, the plan addresses county and state road easement appearance and safety.

Appendix E - Jobs addresses development of a County supported center for accessing jobs through local, State and national apprentice sources for workers who are outside the traditional process of preparing for and finding jobs. The function of this center will be to connect job seekers in greater Concho with apprentice programs already in place nationally and connect apprentice job seekers with local sources.

Appendix F - Road Maintenance addresses the formation of a greater Concho Roads Maintenance Project Team composed of residents of greater Concho and County personnel who are parties in interest in road maintenance, to develop and implement stages of road identification, postings, maintenance priorities and schedules of completion. The Roads Maintenance Project Team will further undertake road improvement recommendations to the Board of Supervisors for prioritization and implementation.

Appendix G - Medical Services addresses the formation of a greater Concho medical services clinic to serve the urgent and pressing medical needs of the residents of greater Concho. It describes the process, parties in interest, and benchmarks for establishing a medical clinic in Concho.

Appendix H – Subdivision Deed Restrictions addresses the need for insuring that anyone who purchases a residence or land in greater Concho knows the Subdivision Deed Restrictions that are in force in almost every subdivision in the greater Concho area. The proposals include use of the library, signage, and realtor education and accountability to address the resident's concerns in this area.

Appendix I – Land Use addresses the expectations for the county government to make land use decisions with local area input as directed in the Apache county general plan. This CCAP does not attempt to change or direct the county with respect to land use planning or with respect to zoning and use. The citizens of the Concho voting precinct expect appropriate notice and involvement in land use issues as already outlined in State Statute.

Appendix J – Planning Area Map and Discussion explains the reasoning behind the decision to use the Concho voting precinct boundary map as the CCAP map and shows the location with respect to significant county land marks.

Closing Statement

The volunteer work to produce this Plan was comprised of hundreds of hours of dedicated effort and included many public community meetings. This commitment and lengthy public process demonstrate the best achievable participation of the residents of greater Concho, Apache County. The various interests and peoples of the greater Concho area did not always agree but nonetheless did come together to adopt, support, and advance the proposals, prescriptions and descriptions in this Annex by an overwhelming majority. These facts should serve the Planning and Zoning Commission and our Elected Board of Supervisors well in understanding that this document is the most cohesive and inclusive voice for the local Community.

The CCAP expects the Board of Supervisors to accept, support and help implement the Appendices in this Annex so that the greater Concho community's desires and needs are met. The committee has outlined benefits to ourselves as well as many benefits that accrue to the County with these projects.

Several of these projects have already begun and are providing benefits to Concho and the County but need to be strengthened with resource investment from the County.

As a community, we are ready to work with the Board to bring these changes to our community.

Appendix A - Law Enforcement

Benefits

The issue of a broader and more visible law enforcement presence in the Concho community was of great concern during all the meetings of the residents of Concho and strong feelings exist regarding this issue. While the Sheriff's Deputies are visible, routinely present, and conduct law enforcement procedures effectively in Concho, their personnel resources, according to their own reports to the community are severely limited and less than sufficient.

There are no longer resources to accommodate vacant house patrols, school liaison officers, drug surveillance operations, or many other procedures, operations or presences previously provided.

This subcommittee recognizes that the County may not be able to rapidly change the resources provided to the Sheriff's Department, but we do recommend that greater attention is directed to the safety of the Concho area residents. Drugs lead to crime and it is common knowledge in the area that we have residents using drugs and identified drug houses. The committee's recommendations begin a process to maximize the resources we have and focus them towards this major problem.

As of June 5, 2018, the **Apache County Special Crimes Enforcement Team (S.C.E.T.)** was re-funded by the Board of Supervisors; as stated on their website, their primary objective of the task force is to provide a coordinated drug, gang and violent crime investigation and prosecution effort in Apache County to reduce drug abuse and drug trafficking. This describes exactly the condition that we are living with in the greater Concho area and we need a coordinated effort to root it out of our Community.

While the monthly meetings between the residents of Concho and the Sheriff's deputies are a valuable and important interface between the Sheriff's department and the residents of Concho and while it addresses many concerns of the residents and deputies about effective law enforcement, it too, by the deputies' own reports falls short of what could and should be done to accommodate appropriate law enforcement coverage in the greater Concho community.

The committee recommends that we begin slowly and build upon our success as follows:

1. Monthly Concho community S.C.E.T. meetings focused on preparing a coordinated community and law enforcement plan to eliminate the drug-related

- problems from Concho;
2. The establishment of a Concho Law Enforcement Substation;
 3. The establishment of a Law Enforcement supported Community Watch Program.

Measurable Benchmark Guidelines:

1. Within 3 months after the approval of the Concho Area Community Plan inside the County Comprehensive Plan, the Sheriff assigns a Community Liaison Officer (from S.C.E.T. or otherwise) whose responsibilities to greater Concho are to arrange monthly meetings at the Concho Elementary Community Meeting Room which will:
 - a. Exchange information with and educate the community on drug related issues;
 - b. Provide a give and take discussion about community solutions that will help target and eventually alleviate the drug problems we are experiencing;
 - c. Produce a plan to reduce and eradicate illicit drugs and drug related crimes in greater Concho;
 - d. To keep the community informed of the progress towards these mutual goals.
2. Within 6 months after the approval of the Concho Area Community Plan inside the County Comprehensive Plan, a Concho area Sheriff's Department substation shall be in operation. Once Board of Supervisors and the Sheriff agree that a substation location in Concho is needed and viable, this can be done very inexpensively; utilizing one of these 3 options: 1) Concho Elementary School Community Meeting Room, 2) the presently planned, new Mellon Community Center, or 3) the Lions Community Park plans which are being developed. This substation would be a facility where the officers could do their paperwork while "in the Community", thereby showing their presence in the community on a regular basis. We realize, especially considering recent shooting events around the country, that particular emphasis should be on the school so that school children may get familiar with the presence of Law Enforcement Officers and better understand that these officers can be trusted. The substation presence additionally provides a significant deterrent to those that may be considering criminal behavior.
3. Within 3 months after the approval of the Concho Area Community Plan inside the County Comprehensive Plan, the County will assign a community development liaison to work with a Concho Community Watch Program Coordinator to plan the details of a Community Watch Program and present any costs for approval by the Board of Supervisors.

Final Goal

1. The greater Concho area population knows that there is an "official drug eradication program" and that there are monthly meetings to hear about progress from our Community Liaison Officer who community members can talk with by personal cell phone, text or email whenever they see something concerning in the area;
2. The Concho Community will see officers every single day at or around our area's law enforcement substation;
3. The Concho Community sees signs at the Community Park, at the School, at Businesses and on our streets letting all know that there is a Community Watch Program. The Program Coordinators will be at all our Community Events and be in an ongoing process to educate our community on safety and securing their home sites.

Financial Costs

1. Operational Costs for Law Enforcement Substation.
2. Costs for signage for the Community Watch Program.

County: There shouldn't be major costs for the S.C.E.T. or Community Liaison Officer, just a rearrangement of priorities for people already being paid in the County budget. There may be minimal costs for the substation (electric, water, but no large expenses are perceived). There will be cost to the county for the Community Watch Program signage to be determined by that project team.

State: The committee hopes to utilize the District III grant writer and Sheriff's Department to acquire State grants to fund projects and possibly expand them.

Federal: The committee hopes to utilize the District III grant writer and Sheriff's Department to acquire Federal grants to fund projects and possibly expand them,

Private: The community and the Community Watch Program participants will seek contributions for specific items needed in the program.

Appendix B - Animal Welfare and Control

Benefits

Our residents have indicated that the control of unmanaged domestic animals is a problem that they would like a solution to. Our committee believes that the following solutions apply:

1. We need a person or organization that provides education, emergency services, pet food, shots, training, spay/neuter services and rehoming services in order to properly maintain wanted pets and reduce unwanted stray pets in the greater Concho area. With this in mind, that organization has been formed as a result of this plan: Concho Animal Advocates. Since its inception on October 30, 2017, 21 spays and neuters have been accomplished on feral strays and for people who would otherwise not been able to afford it and 36 feral puppies and kittens have been taken out of the Greater Concho area and re-homed in Phoenix. Adoptions of strays within the Greater Concho area have taken 7 animals off the streets. Another 5 strays were managed back to their own homes. This group found its own funding to become a 501(c) 3 designated organization so that contributions are tax-deductible and it can qualify for available grants.
2. We need an Animal Control Officer on a limited but very necessary basis to deal with Vicious Domestic Pets and all rabid and/or diseased wild animals and who will support our families in the farm animal arena. We understand that the Greater Concho Area alone may not be able to justify an Animal Control Officer but the needs of all the Apache County Unincorporated areas should be considered. The other areas have not only stray animal problems but more wild animal problems and we all have had disease problems in the animal populations that an Animal Control Officer could address more appropriately.

Measurable Benchmark Guidelines:

1. Within 3 months after the approval of the Concho Area Community Plan by the Apache County Planning and Zoning Commission, this plan is approved as part of the County Comprehensive Plan by the Apache County Board of Supervisors.
2. The receipt of a 501(c) 3 Determination Letter for Concho Animal Advocates from the Internal Revenue Service within 6 months after the approval. (This was accomplished on January 11, 2018)
3. Within 6 months after the approval of the Concho Area Community Plan inside the County Comprehensive Plan, the assignment of an Apache County Animal Control Officer who is responsible for not only the Concho Unincorporated Area but also for all Apache County unincorporated areas.

Final Goal

1. The Concho Community uses the Concho Animal Advocates Organization as a one-stop call for all domestic animal issues. They no longer have to wonder about who can help them.
2. Concho Animal Advocates performs the following services for the Concho Community:
 - Coordinates resources and helps financially (as funds are available) to make sure that all wanted pets remain healthy and safe in their homes and can be contained in such a way that they are not a nuisance to any other resident of the area.
 - Provides neuter/spay opportunities so that unwanted domestic animal numbers are reduced in the area.
 - Provides education and training opportunities so that all pet owners understand their responsibilities.
3. The Concho Community may call the Sheriff or the Animal Control Officer whenever there is an animal or a pack of animals threatening their person or their property. The Community can count on these officials because it is now their job to resolve these problems such as vicious feral dogs, plague-ridden vermin, outbreaks of predatory vermin like Coyotes, etc. according to the existing situations and statutes.

Financial Costs

1. Cost to fund the Concho Animal Advocates. This has already been raised by the Concho Animal Advocates from the Community and the 501c3 has been obtained.
2. Ongoing costs will be funded by donations, grants from like organizations and corporate foundations and Fundraising Events.

County Costs

1. Costs to fund the Concho Community portion of the Salary and ERE OR the contracted amount for the Animal Control Officer.
2. Costs to prepare job description or contract for the Animal Control Officer.
3. Concho Animal Advocates will be asking for Grants Assistance from the District III Grant Writer.

State Costs

1. Concho Animal Advocates will be issuing request for a portion of the Special License Plate Fund to support spay/neuter operations.
2. Concho Animal Advocates will be applying for Concho's share of all state grants involving domestic animals.

Federal Costs

Concho Animal Advocates will be applying for Concho's share of all Federal Grants involving domestic animals.

People Involved

We are fortunate to have a dedicated group of Subcommittee Members who became the founders of and the Board of Directors for Concho Animal Advocates. This Organization is built around a key person who was doing much of this work but without any funding coming her way. We have been introduced to the Community through local events, our work and the local news magazine and it has been well received.

Appendix C - Non-Taxpaying Properties

Benefits

A large number of properties in the Concho Voting Precinct were marketed and sold to out-of-state buyers during the 1970s when a developer built the Concho Valley Country Club and Golf Course. The Non-Taxpaying Properties Subcommittee has selected the Concho Valley area as the pilot project for this subcommittee, simply because it has many if not the most abandoned and tax deficient properties.

In turn, many of the out-of-state buyers of property in Concho Valley have abandoned their properties and have stopped paying their taxes. Each of these properties now may have a tax lien or liens against them which far exceed the value of the parcel. The loss of this tax base has caused a deficit in the County's tax income for years as well as creating a scourge on this community.

If the Board of Supervisors of Apache County ("Board") will resolve to set up and follow the procedures outlined in Arizona Revised Statutes ("ARS") Title 42 to deal with abandoned and non-taxpaying properties, this problem will be turned around in a reasonable amount of time. The County Assessor and the County Treasurer must be tasked with this job as a priority by the Board and be required to provide a reasonable, but specific timeline that is made transparent to the Public so that they can follow the progress to completion.

Measurable Benchmark Guidelines:

1. Within 3 months after the approval of the Concho Area Community Plan by the Apache County Planning and Zoning Commission, this plan is approved as part of the County Comprehensive Plan by the Apache County Board of Supervisors.
2. Within 3 months of the approval of this plan, the Board will assign a Task Force to determine costs and personnel needs in order to accomplish the goal of following the ARS schedule for turning delinquent properties over to the state and then returning them to the County. The laws in ARS Title 42 provide for the reclamation of delinquent properties by the Counties. The Board will follow the procedures on a strict timing schedule.
3. This task force will complete its work in 90 days.
4. Within 3 months of the approval of this plan, the Apache County Board of Supervisors will have discussed and taken action on a Board item regarding the value of all individual tax deficient non-paying properties. This information will then be processed to begin the foreclosure procedure to the State, and the

- return to the County for resale of the properties back to the public.
5. Within 8 months of the approval of this plan, create a committee consisting of Concho Area Volunteers, County Assessor's Office, County Treasurer's Office, County Attorney's Office and the District III County Supervisor to resolve the out of balance condition between property values and unpaid tax obligations and revise the current resale policy.
 6. By 2020, most abandoned properties will be back in the hands of Apache County for resale at a marketable price that will return the properties to tax paying status and increase the revenues of the county.

Final Goal

1. The optimum goal of this subcommittee is that the properties that have delinquent taxes in Apache County are well within the Arizona Revised Statutes guidelines and if the County takes steps to revitalize this area, every citizen living or moving into the Concho Voter Precinct area will see that the area is recovering from the scourge created by previous developers.
2. Apache County will follow statutes that provide for accountability to its citizens.

Financial Costs

Most of the costs for the improvement of the tax base in Apache County, will be borne by the tax-paying citizens of Apache County. However, once the project is completed, there will be new property tax revenue, which will, in its turn, reimburse the tax base.

People Involved

The County through its Treasurer's Office budgeting procedures will take the necessary steps to accommodate the expenses needed to fulfill the fiscal duty outlined in the Arizona Revised Statutes Title 42 regarding tax delinquencies and proceed to accomplish the foreclosures needed to correct the problems outlined above.

Appendix D – Community Appearance

Benefits

Benefits shall be community specific since the desire, goals and needs of various areas in Apache County are different and are measured by each community independently. The Concho area alone has varied demographics.

In some areas of Apache County residents want little to no change in their environment or to their property conditions. In these areas this committee is bound by a principle to not force change on anyone or anything if there is no imminent safety or health risk as determined by State and/or County Health department personnel and regulations. This committee wishes not to act on these properties for value or aesthetic judgments without documented direction from these authorities.

In some areas reduction of debris, removal of abandoned structures and disposal of general trash will help the area appearance as determined by that area population. In areas that encourage these reductions the individuals in that area will experience improved aesthetics. Additionally, property values will improve, the property sales will improve and ultimately populations will gradually increase to help the tax base.

In some areas the activities by this committee (when needed or appropriate in cooperation with various government jurisdictions) will improve road easements and government property maintenance. In these areas aesthetics will improve as well as safety and health risks shall be reduced.

This committee realizes that there are significant health and safety risks in some areas where support from Government resources may be essential. This for example may be the case where safety and health issues presented in areas with infestations of unmanaged vermin potentially spreading disease or unmanaged fuel loads are creating significant fire safety concerns. Additionally, as this committee or the promoted herein 501c3 organizations expand their capability and resource cooperation with government, ranchers, land owners and or developers, they may expand to address swaths of overabundant biomass.

In areas that have imminent safety and health risks associated with property conditions as determined by State and/or County Health department personnel the benefits will be targeted to be safety and health related.

Measurable Benchmark Guidelines:

Within 3 months after the approval of the Concho Area Community Plan by the Apache County Planning and Zoning Commission, this plan is approved as part of the County Comprehensive Plan by the Apache County Board of Supervisors.

Community Liaison appointed and publicized by the County Board of Supervisors within 3 months after approval of the Concho Community Area Plan. This person to be the ongoing communications single point for future projects, concerns and activities.

1. Formation of one or more non-profit organizations strictly dedicated to the benefits detailed above. At least one non-profit organization dedicated to the benefits listed herein shall be functional within 6 months of the approval of this plan by the Board of Supervisors of Apache County.
2. News articles of recognition, for the progress of one or more of these non-profit organizations, shall be published within 1 year of the formation of non-profit organization discussing one or more completed and successful pilot projects.
3. Consistent and defined periodic (minimum bi-annual) maintenance for the improved appearance and reduction of fire danger on road easements and right of ways in the Concho area to include but not be limited to State Route 61 and other major State and County highways in and through the unincorporated area. This agreement and plan shall be in place within 18 months of the Concho Community Area plan approval by the County Board of Supervisors.

Final Goal

Help Apache County area by area, community by community, district by district become the desired destination and show place of Arizona and to ultimately reduce and /or eliminate a need for outside government or other financial assistance.

Financial Costs

This is a community improvement project and it is expected that the majority of costs associated with achieving this success will be borne by local individuals, organizations and personal investment from the property owners that benefit from the activities. Since the Community, the County and the State also ultimately benefit through improved economic activities it is expected that Local businesses, other concerned citizens, State and Federal government departments and/or organizations will also contribute funding

for the projects within the constraints of law (Considering Art. 9 Sect. 7 of Arizona Constitution called the "Gift Clause").

Individuals and volunteers

Individual property owners that may benefit by these activities will participate financially and seed, match or completely fund projects when possible.

County

1. Within the constraints of the Arizona Constitution's Gift Clause law, \$50,000 annually to be budgeted and available for County wide uses as benefits are demonstrated or presented by any non-profit organization targeting these goals.
2. Enter into agreements with approved non-profit organizations and / or other entities to reduce associated costs such as dump fees, transportation, periodic prisoner labor, training for health and safety risks, disposal of hazardous materials, shared equipment use etc.
3. Donations or discounted cost for county resources such as equipment or materials as benefits are demonstrated and presented.
4. The Board of Supervisors shall formally direct the engineering department to create a schedule of road easement mowing and maintenance in the Concho and Concho Valley areas along State Route 61 of at a minimum of every 6 months. The schedule should be available to the public for understanding and monitoring. Additionally, the County Engineering department shall be directed to be active in support and lobby effort, as requested by the community, to help the State set similar schedules and improvements along the State Route 61 in the same areas.
5. The County Board of Supervisors shall appoint a county employee to be a dedicated Community Liaison as described in Bench Marks section above and also publicize the position and its contact information.

State

Within the constraints of the Arizona Constitution's Gift Clause law, to be a resource for grants and funding distributions as may be developed by the State and or presently available. This program and related projects are expected to expand and demonstrate benefit to our county tax base, tourism and general economic development.

Federal

To be a resource for grants and funding distributions as may be developed by the federal government and or presently available. This program and related projects are expected to expand and demonstrate benefit to our County tax base, tourism and

general economic development.

People

The success of this community appearance project is dependent on community members and volunteers, by their dedicated time and efforts. Presently we have several committed Concho area people with many other interested parties wishing to become involved. This initial group will develop and operate the first non-profit organization targeting the benefits listed above for Apache County. Our focus will be the Concho voting precinct until resources and personal capabilities allow expansion or duplicated efforts elsewhere. We look at this as a pilot project that should ultimately be duplicated by other communities or expanded from this community to benefit the entire County.

Appendix E - Jobs

Benefits

Job creation brings direct and indirect tangible social and economic benefit to the Concho community and Apache County as a whole. Apache County has the lowest average income earning in Arizona. Within Apache County, Concho has the lowest income average in the County. One hundred (100) percent of the Concho Elementary School qualified for and utilizes the state and federal nutrition programs that are available to such low-income families. The Concho community is in immediate need of an available Job and Employment Center, which should be located in the village of Concho, as it will partially alleviate the problem. This appendix will outline a plan to establish such a greater Concho job center. Having a job will provide the inhabitants of Concho more than money-it will provide them a path to happiness, self-esteem and prosperity.

Measurable Benchmark Guidelines:

The benchmarks for establishing a greater Concho Job Center focused on an Apprenticeship Program and one that will allow for accessing of such programs by the community that are already available, but difficult to find and so "go untapped."

1. Within 3 months after the approval of the Concho Area Community Plan by the Apache County Planning and Zoning Commission, this plan is approved as part of the County Comprehensive Plan by the Apache County Board of Supervisors.
2. Within 8 months after the approval of the Concho Area Community Plan, establish a location with both paid and volunteer staff for the job center. Recommended sites:
 - a) Building beside the Post Office which is available for purchase, lease or rental by the County;
 - b) Concho Elementary School Annex or dedicated meeting room/office. This site has been discussed with the current District Administrator and is a viable option;
 - c) Participate with OCCAC, Concho Can, Lions Club Community Park Foundation or other organizations in matching funds by the County to build a Community Center within which such a job center can be located;
 - d) Expansion of this program to other community neighbors in the White Mountains;

3. Within 6 months after the approval of the Concho Area Community Plan, start providing publicized access to a county sponsored program for vetted individuals. The following initial apprenticeship sources have been identified:

- a) Electrical-under the supervision of an electrician the candidate will learn basic electrical skills necessary to work within the electric field;
- b) Log Cabin Construction-learn how to prepare raw tree wood into logs for the basic construction of log cabins;
- c) Wood-Working-learn to measure, prepare and estimate the necessary materials needed.
- d) Horsemanship-instruction in the proper method of caring for equine. Saddling, grooming, feeding and watering and some basic horse training.
- e) Ranch Apprentice-proper branding and gathering cattle.
- f) Physical Therapy- how to be of assistance with non-medical needs of clients to a trained therapist.
- g) Roofing-proper method of measuring and cutting roofing material and the installation of same.
- h) Mike Rowe's "Micro" -assistance on how to apply for his newest program, which will provide a stipend while training in various fields. When training is complete apprentice will then be sent to various companies seeking trained candidates i.e. ALCOA (application necessary).
- i) Arizona Department of Transportation- program partnered with Junior Colleges will provide the necessary programs to work with Arizona Department of Transportation (ADOT). ADOT pulls from this "pool" when job openings are available.
- j) Heavy Equipment Operator-instruction in the proper use of various heavy equipment used in construction, roads and surveying;
- k) Fencing-proper preparation and installing of fencing.
- l) Job Corp-instruction in completing the required application for Job Corp. If accepted they provide the means for earning a GED (if needed) a monthly stipend, education and/or job training.
- m) Ranching-local Snowflake Ranch will train in all aspects of cattle ranching. This is a summer program which is partnered with the Concho Elementary School;
- n) Aquaponics-land already secured for that purpose can utilize several apprentices.

Additional Apprenticeship programs should be identified for Biomass Production, and Plumbing and Framing skills.

Final Goal

The final goal of the Job and Employment Center and its focus on the Concho Apprenticeship Program (CAP) is to provide employment experience, to those youth and young adults who have left the traditional and normative employment process through the conventional education system here in greater Concho. The youth and young adults in our community will be able to obtain future employment in the apprenticed fields or other areas after learning and practicing good work ethics and experiencing the benefits of accountability.

The current effort on the part of the County to establish a County wide high-speed Internet Service that can be used by the Job and Employment Center here in Concho, would be a valuable adjunctive reason to select the Elementary as an interim or permanent location. Such an Internet service would allow the Center to more effectively assist job seekers with properly completed paper work applications, applications for scholarship and grants and networking with apprenticeship providers and employers. Such locally driven apprenticeship opportunities have had an overwhelming interest by the community at large. Many administrative and legal issues have been addressed by this subcommittee and there isn't a minimum wage cost that would apply, to the Apprentice Program. In fact, those receiving government subsidies may continue to do so while enrolled in the program, as they are apprenticed and not actually employed. However, minimal monetary incentives should be provided.

It is a well-established fact that communities where employment rates are high have a lower rate of drug usage and crime, which directly reduces law enforcement expenses. Families living where employment rates and employment is available at the lowest entry level are solidified and seek higher education, when they are employed. Having a high rate of employment within the community raises the living standard for the individual and the community as well. Individuals who are employed spend more within the community and therefore it stimulates economic growth. The burden and individual places on the county and the community is removed and instead of being a drain on the County's financial resources, they become a contributor.

Financial Costs

County: Depending on the options for location and staffing that the County selects, the costs are expected to be less than 1/10 of 1% of the county budget.

State: State funds in the form of grants and matching grants are available.

Federal: Federal funds in the form of government programs, incentive programs and grants are available.

Appendix F - Road Maintenance

Benefits

Our residents have repeatedly stated that they desire visibility and improvement in how, when, and where Apache County utilizes Highway User Revenue Fund (HURF) dollars for the Concho Community. The benefits of following this plan are:

1. Improved public relations and reduced conflict through a publicly published Schedule of Maintenance and Budgeted Yearly Project report so that all citizens can educate and monitor for themselves when the road that they travel regularly may be improved and/or monitor for themselves that HURF dollars are equitably spent on each community.
2. Enhanced County and community pride with well-maintained and upgraded street signs to promote development as opposed to detracting from it.
3. Reduced public and private sector confusion and inadequate delivery or response services like 911 calls, and postal/home deliveries, if signage and road names are coordinated by an Apache County Project Team. Improved signage shall make it easier for our citizens and lead to better economic development and community self-reliance.
4. Improved safety and communications with Apache County citizens by development of processes, policies and procedures improving safety and/or emergency road work on "non-maintained" roads. These advancements should be published and maintained on the Apache County Website.

Measurable Benchmark Guidelines:

1. Within 3 months of the approval of the Concho Area Community Plan, Apache County will publish a list of all roads, and/or sections thereof with associated mileage, that have been "adopted" along with a list of all officially recognized "non-maintained" roads included in the Concho Voter Precinct on the Apache County Website.
2. Within 3 months, convene a Concho area personnel and County employee addressing and signage project team. This team shall discuss recommendations and finalize an addressing and signage system that combines the street name/911 address. This shall help the Post Office as well as all major materials deliverers find rural homes and businesses in the Concho area. This team shall prepare a Cost Estimate to replace Concho and Concho Valley Street signs so that they are a unified color and print type. These signs shall include both the County 911 Street Number and the Name of the Street. This project plan should include costs and schedule for completion and be

presented to the Board of Supervisors for approval in 90 days which shall become the template for the entire Concho Voting Precinct area.

3. Funding allocation and completion of the signage work in Item 3 by the beginning of the year 2020.

4. Within 9 months after approval of the Concho Community Area Plan, Apache County Website publishes a list of all "adopted" roads and when maintenance is scheduled to occur, describing the work to be done and costs associated with the work. We request the Concho and surrounding area to be the first area published and we suggest that the County review and utilize the Navajo County format for prioritization and maintenance schedule presentation.

5. Within 9 months after approval of the Concho Community Area Plan, Apache County presents a preliminary policy, procedures and report on Emergency Road Maintenance Services available to the adopted and non-maintained roads. Publish this report on the Apache County Website and post a public announcement of its availability at the Concho Post Office. This includes the "process" of Emergency Road Maintenance requests, standards and descriptions of services and expected response times.

Final Goal

1. Every citizen living on or near a maintained County Road in the Concho Voter Precinct area will know when their street should, barring reasonable cause for delay, receive maintenance in any given year from observing the Yearly Maintenance Schedule available to them on the Apache County Website. Delays and/or changes with associated cause and reasoning shall also be posted on this web site to communicate up to date activities.

2. Every citizen will have access to a process easily found on the Apache County Website as to what they do to obtain emergency help from the County if they are restricted from entering the main highways from their residence or receiving emergency services.

3. Every citizen living in or moving into the Concho Voter Precinct area will have an address that is recognized by the Post Office and all Delivery services.

Financial Costs

County

1. The majority of the costs involved will be borne by Apache County from HURF; these costs are already being allocated to functions such as road maintenance, clerical records keeping and customer service.
2. The Concho Community, in 2005, produced a very detailed signage plan that shall be utilized as the starting point and guideline for the signage project. Along with the community volunteer involvement this plan provides a significant reduction in the County burden or costs in this area.
3. The County has recently shown that it may use HURF in creative ways to improve community pride as exemplified in Chinle, Ganado, Alpine and Greer. The Concho Community looks forward to this improved visibility and directed use of HURF dollars.
4. The Concho Community also may request the shared use of Grant Writing services from the District III County Supervisor's office as projects mature and expand.

State

Any funds Apache County already receives from the state to support the administration of the county and maintenance of roads should be accounted for and equitably allocated to our community.

Federal

Apache County already receives federal funds to support the administration of the county and maintenance of roads, we are asking for accountability and equitable allocation in our community.

People Involved

Although our Elected Officials, Apache County Employees and HURF will bear the brunt of costs and burden for the Improvements and or Maintenance appendix section of the Concho Area plan, we are offering significant volunteer involvement and work as appropriate and available through team participation and the county Volunteer program. Once this plan is approved by the Board of Supervisors we will expect that our community members, as selected by our elected officials, will be directly involved with any planning and implementation of projects or improvements in the Concho Voting Precinct area.

Appendix G – Medical Services

Benefits

The residents of greater Concho have indicated that a need for medical services in our area is one of their top priorities. The greater Concho community consists of a diverse group of residents with a wide range of medical needs. Being a remote, rural community, local and accessible basic medical services are essential to the well-being of residents. While providing basic medical care is costly, the population of the elderly, veterans, retired military, and low-income families does provide for a financial support base for providing a medical clinic in Concho proper. The benefit to the County, the State, and the Federal governments is enormous. It has been proven by study after study that preventive medical care is the most cost-effective way to reduce major and catastrophic health care costs. A basic medical clinic is the answer to reducing medical costs and providing desperately needed services to the residents of greater Concho. This Appendix proposes the following:

1. That the County sponsors a project team composed of residents of greater Concho and appropriate County representatives to pursue a collaboration with Summit Health Care, the Arizona Health Care Cost Containment System (AHCCCS), and the Department of Veteran's Affairs (DVA) to establish a phased development of a medical clinic which can service all residents and access all funding benefits associated with the greater Concho resident demographics.
2. Initially establish a collaborative clinic in one of several buildings that are vacant or available for lease or rent (and some that would be free) leading to a new facility constructed over a reasonable period of time, but not to exceed two years.
3. Such an initial and thereafter permanent clinic would be based on the recommendations of The American Medical Association (AMA). Such a clinic as proposed here should provide the following services: primary care for minor, non-life-threatening illnesses and injuries; this clinic however, should not be a substitute for emergency medical care. The clinic will be staffed to conduct general physical exams and provide testing and treatment for chronic conditions (e.g., diabetes and high blood pressure) and minor medical problems (e.g., headaches, sore throats, cough/colds, stomach issues). Furthermore, the clinic may be able to provide prescription assistance programs and/or other pharmacy services. If the clinic, as staffed, is unable to diagnose or treat a patient's problem, it will typically provide a referral to an appropriate medical facility which can conduct such a diagnosis or treatment.

In a series of studies, the AMA found that such clinics as proposed here are typically

composed of a staff which includes a mixture of volunteer physicians, licensed health care professionals, and non-licensed medical personnel such as lay volunteers.

Board-certified physicians who typically devote approximately one to four half-day sessions each month are the most frequent types of volunteers. Nurses, nurse practitioners, physician assistants and, to a smaller extent, social workers and psychologists also volunteer at such medical clinics.

This type of clinic should be co-developed with Summit Health Care, AHCCCS, and DVA, the major employers in the county and the federal and state health care agencies who provide such financial and personnel support, the clinic should be open to all residents in the greater Concho area and in those adjacent areas where such a clinic could be able to more conveniently provide services.

4. Further contact and collaboration should be developed by the County project team with Northern Health Care, existing mobile clinics, Northern Arizona Council of Governments, and the bus transportation service provided for senior residents and veterans.

Measurable Benchmark Guidelines:

1. Within 4 months after approval of the Concho Community Area Plan, establish a County Project Team to discuss potential medical services for greater Concho with all stakeholders of interest.
2. Within 8 months, this project team submits collaborative proposals by Summit Health Care, and AHCCCS, who provide such financial and personnel support, the Northern Arizona Council of Governments, OCCAC, and the major employers in the county and present them to the County Board of Supervisors.
3. Within 1 year, open the initial clinic or other expanded services in greater Concho.

Final Goal

1. Provide an accessible medical clinic for residents of greater Concho in collaboration and cooperation with all parties of interest.
2. Establish the appropriate fiduciary agent of such a medical clinic for greater Concho.

Financial Costs

County

1. Existing Apache County Health Department Budget to provide stipends to volunteer clinic personnel.
2. Seek medical professionals local to greater Concho who would volunteer, with County stipends, to staff the clinic.

State and Federal

Utilization of State and Federal community medical grants through an appropriate fiduciary agent for the clinic.

Private

Seek investment and support for facilities, equipment, and personnel from local hospitals.

Appendix H – Subdivision Deed Restrictions

Benefits

The Concho residents have experienced significant problems due to people purchasing land without knowing that Subdivision Deed Restrictions are in place. The subcommittee believes that education, availability of Subdivision Deed Restrictions and visual reminders (signs) will correct this problem.

1. Subdivision Deed Restrictions must become a priority at the Apache County Recorder's Office. We understand that all Subdivision Deed Restrictions in effect are not satisfactorily recorded and searchable.
2. Once the area's Subdivision Deed Restrictions are verified, the County should send copies of all Subdivision Deed Restrictions to the Public Library System and keep them current.
3. Educational seminars should be offered to the public and real estate professionals. Subdivision Deed Restrictions should be a mandatory part of any sale in Concho.
4. The subcommittee thinks it is important to visibly alert potential real estate buyers in Concho that Subdivision Deed Restrictions are in effect in some Subdivisions by maintaining signage at entrances to these areas.

Measurable Benchmark Guidelines:

1. Within 3 months after the approval of the Concho Area Community Plan by the Apache County Planning and Zoning Commission, this plan is approved as part of the County Comprehensive Plan by the Apache County Board of Supervisors.
2. Within 6 months after the approval of the Concho Area Community Plan, the Apache County Recorder's Office completes a full search of their records and produces all Subdivision Deed Restrictions and any Amendments to the Subdivision Deed Restrictions in the Concho area and arranges for the Concho Public Library to house them so that any member of the library can check out a copy when needed.
3. Within 3 months after the approval of the Concho Area Community Plan,

Subdivision Deed Restriction Seminars, supported by the County providing insurances for any venue that requires it, will be conducted by volunteers.

4. Apache County provides signage on any and all routes of ingress for all subdivisions in the greater Concho area that request Subdivision Deed Restriction Signage by the end of 2019.

Development in Concho Valley Unit # _____ is guided by Subdivision Deed Restrictions as filed with the Apache County Recorder and available through the County Library Online Services.

If you are interested in purchasing in the area, you should first get a copy of the SUBDIVISION DEED RESTRICTIONS and become familiar with them.

Final Goal

The final goal will be that anyone buying property in the greater Concho area will have been obviously notified and understand that we have Subdivision Deed Restrictions in place. This will result in a better-informed citizenry and promote community cohesiveness.

Financial Costs

Costs to fund all educational seminars will be up to those presenting the materials.

County:

1. Any costs to improve Subdivision Deed Restrictions at the Apache County Recorder's Office would be borne by normal operating costs at the County since it is their job to maintain proper records.
2. The Apache County Library District will budget for the Public Library costs as may be needed.
3. Costs for insurances needed in venues selected for educational seminars.
4. Costs for signage.

State

Any state funding that qualifies to be used for any part of this project should be so used.

Federal

Any federal funding that qualifies to be used for any part of this project should be so used.

People Involved:

We are fortunate to have dedicated real estate professionals in the greater Concho area willing to complete this project.

Appendix I – Land Use

Discussion:

The CCAP steering committee with significant input and feedback from the Committee of the Whole has decided to leave land use decisions to the county government organizations (P&Z Commission and County Board of Supervisors) with only the following comments:

1. Respect our Vision Statement on Page 7
2. Obtain as much local citizen input from citizens affected by your decisions as possible and balance that input with personal property rights in a manner that respects both.

Appendix J (a) - Planning Area Discussion and reasoning to use “The Concho Voting Precinct”

At the August 2, 2018 P&Z Commission meeting, some commissioners expressed a concern for the size of the area defined herein as the Concho Area Planning area. We offer the following in explanation:

1. This plan is not a plan of restrictions but a plan designed to improve services and accessibility to services in the planning area. As stated on the Apache County web site and within State Statutes the “purpose and effect shall be primarily as an aid to the county planning and zoning commission and board of supervisors in the performance of their duties.” ARS 11-804.A We interpret that statement to direct the “Comprehensive Plan” to encompass any services and/or activities that the county government may be involved with affecting and not to be limited to “Land Use” discussions.

2. Please note that the “Land Use” section of this plan leaves the guidance for land use restrictions in the County Government’s hands and does not impinge on or direct our local communities decisions. With this in mind we offer the County unincorporated area government guidance and suggestions to help improve services to a large population under their area of responsibility with the communities’ involvement.

3. The CCAP has had specific input, feedback and representation from citizens that reside in all populated areas of the Concho voting precinct. All areas of the Concho voting precinct will be affected by the improved services described in this plan. The CCAP committee understands that services emanate from the more densely populated areas and disperse there from. We consider Old Concho area and Concho Valley area as our voting precinct’s mostly populated areas and the location of focus but it is essential that the entire voting precinct be considered as these services are developed.

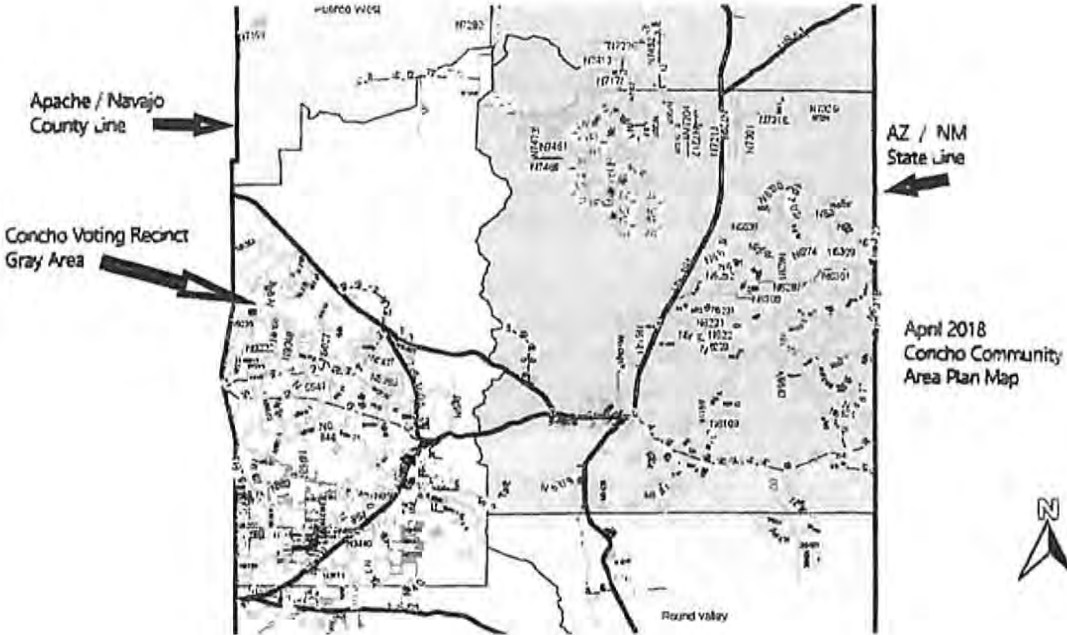
4. A large part of the Concho Precinct Voting District as defined on the Apache County map is unpopulated and therefore not immediately affected. Therefore out of convenience and simplicity the use of an existing area definition makes the undersanding of the area affected easily referred to without adding complex coordinate information.

5. Our plan encourages local involvement. Sections of the Concho Voting Precinct are encouraged to organize as their populations may desire and build on or modify their needs and plans if different than described herein. This plan does not exclude or prevent segmentation in the future and does not force any individual or area to do anything.

6. This plan is designed to help the Unincorporated County Government understand the Concho area needs univerasally and help provide guidance. This plan is also designed

to help recognize local support for the improvement of certain services at minimal cost and with maximum community involvement.

Appendix J (b) - Map of Planning Area, The Concho Voting Precinct



WHITE MOUNTAIN PUBLISHING LLC.
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SHOW LOW AZ 85902
(928) 537-5721
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ORDER CONFIRMATION (CONTINUED)

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The Apache County Board
of Supervisors

will hold a meeting on Monday, August 5, 2019 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following item:

PUBLIC HEARING, consideration and possible approval to adopt the Concho Community Plan. The people of Concho developed this plan over a two-year period after doing outreach and holding many community meetings. If the plan is approved, it will be incorporated into the Apache County Comprehensive Plan as a guide for future development. The Planning & Zoning Commission unanimously recommended for approval June 6, 2019. The proposed plan is available on the Apache County website: <https://www.co.apache.az.us/community-development/>

PUBLIC HEARING, consideration and possible recommendation for approval of an amendment to the Apache County Zoning Ordinance Article 4 Section 403.7, allowing guesthouses on parcels of 5-acres or larger without going through the conditional use permit process. Planning & Zoning unanimously recommended approval April 4, 2019. A copy of the proposed amendment is available on the Apache County website: <https://www.co.apache.az.us/community-development/>

Copies are available at the Community Development Department or you may review them on the web at www.co.apache.az.us 24 hours prior to the meeting date. Those wishing to comment may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936 or send e-mails to planning@co.apache.az.us.

Published in White Mountain Independent: #48173, F, July 19, 2019

WHITE MOUNTAIN PUBLISHING LLC.
P.O . BOX 1570
SHOW LOW AZ 85902
(928)537-5721
Fax (928)537-1780

ORDER CONFIRMATION

Salesperson: LEGALS

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APACHE COUNTY DEVELOPMENT
P.O. BOX 238
ST. JOHNS AZ 85936

Start: 07/19/2019 Stop: 07/19/2019
Times Ord: 1 Times Run: ***
WMLGL 1.00 X 5.30 Words: 257
Total WMLGL 5.50
Class: 927 WHITE MOUNTAIN LEGAL
Rate: WMACO Cost: 20.76
Affidavits: 1

Contact:
Phone: (928)337-4364
Fax#:
Email: spearce@co.apache.az.us
Agency:

Ad Descrpt: LEGAL\$48173
Descr Cont: MONDAY AUGUST 5 2019
Given by: *
P.O. #: SHANNA PEARCE
Created: dcorr 07/12/19 10:49
Last Changed: dcorr 07/12/19 10:54

PUB	ZONE	EDT	TP	START	INS	STOP	SMTWTFS
WMNA	A		96	W Fri 07/19/19	1	Fri 07/19/19	F

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

The Apache County Board of Supervisors

will hold a meeting on **Monday, August 5, 2019** at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following item:

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Department

Date/Signature:

Sh Carl 7/29/19

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

Request approval of demands as distributed to the Apache County Board of Supervisors between July 2, 2019. And August 5, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
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Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
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Open	NBAZ - Warrant Clearing Account	Check	1077928	07/03/2019	Accounts Payable	BEACON FIRE AND SECURITY LLC	964.34
Open	NBAZ - Warrant Clearing Account	Check	1077929	07/03/2019	Accounts Payable	SARAH MAE BEGAY	65.00
Open	NBAZ - Warrant Clearing Account	Check	1077930	07/03/2019	Accounts Payable	JUDITH A BENDER	1,275.00
Open	NBAZ - Warrant Clearing Account	Check	1077931	07/03/2019	Accounts Payable	BEST BUY FOR BUSINESS	4,487.88
Open	NBAZ - Warrant Clearing Account	Check	1077932	07/03/2019	Accounts Payable	BIG SKY COMMUNICATIONS INC	1,065.00
Open	NBAZ - Warrant Clearing Account	Check	1077933	07/03/2019	Accounts Payable	BIHN & MCDANIEL PLC	10,362.57
Open	NBAZ - Warrant Clearing Account	Check	1077934	07/03/2019	Accounts Payable	BILTMORE PRO PRINT	629.88
Open	NBAZ - Warrant Clearing Account	Check	1077935	07/03/2019	Accounts Payable	BOOT BARN	551.99
Open	NBAZ - Warrant Clearing Account	Check	1077936	07/03/2019	Accounts Payable	BRIDES AUTO CENTER	99.84
Open	NBAZ - Warrant Clearing Account	Check	1077937	07/03/2019	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	23.95
Open	NBAZ - Warrant Clearing Account	Check	1077938	07/03/2019	Accounts Payable	CDW GOVERNMENT LLC	5,381.76
Open	NBAZ - Warrant Clearing Account	Check	1077939	07/03/2019	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	126.54
Open	NBAZ - Warrant Clearing Account	Check	1077940	07/03/2019	Accounts Payable	COPPER STATE BOLT & NUT CO	1,688.74
Open	NBAZ - Warrant Clearing Account	Check	1077941	07/03/2019	Accounts Payable	CORONADO LAW FIRM PLLC	351.50
Open	NBAZ - Warrant Clearing Account	Check	1077942	07/03/2019	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	28,700.48
Open	NBAZ - Warrant Clearing Account	Check	1077943	07/03/2019	Accounts Payable	CRISS CANDELARIA LAW OFFICE	150.92
Open	NBAZ - Warrant Clearing Account	Check	1077944	07/03/2019	Accounts Payable	CS&S COMPUTER SYSTEMS	38.50
Open	NBAZ - Warrant Clearing Account	Check	1077945	07/03/2019	Accounts Payable	DAVIS TRUE VALUE HARDWARE	4,364.15
Open	NBAZ - Warrant Clearing Account	Check	1077946	07/03/2019	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	5.01
Open	NBAZ - Warrant Clearing Account	Check	1077947	07/03/2019	Accounts Payable	DEMCO	319.95
Open	NBAZ - Warrant Clearing Account	Check	1077948	07/03/2019	Accounts Payable	DIAMOND C FEEDS	59.84
Open	NBAZ - Warrant Clearing Account	Check	1077949	07/03/2019	Accounts Payable	DISH NETWORK	39.21
Open	NBAZ - Warrant Clearing Account	Check	1077950	07/03/2019	Accounts Payable	EMPIRE MACHINERY	116.11
Open	NBAZ - Warrant Clearing Account	Check	1077951	07/03/2019	Accounts Payable	FLEET PRIDE	7,830.33
Open	NBAZ - Warrant Clearing Account	Check	1077952	07/03/2019	Accounts Payable	FRANK'S SUPPLY COMPANY INC	1,346.44
Open	NBAZ - Warrant Clearing Account	Check	1077953	07/03/2019	Accounts Payable	FRONTIER	1,119.33
Open	NBAZ - Warrant Clearing Account	Check	1077954	07/03/2019	Accounts Payable	FRONTIER	165.5
Open	NBAZ - Warrant Clearing Account	Check	1077955	07/03/2019	Accounts Payable	FRONTIER	171.2
Open	NBAZ - Warrant Clearing Account	Check	1077956	07/03/2019	Accounts Payable	FRONTIER	184.0
Open	NBAZ - Warrant Clearing Account	Check	1077957	07/03/2019	Accounts Payable	FRONTIER	124.8
Open	NBAZ - Warrant Clearing Account	Check	1077958	07/03/2019	Accounts Payable	FRONTIER	173.5
Open	NBAZ - Warrant Clearing Account	Check	1077959	07/03/2019	Accounts Payable	FRONTIER	175.2
Open	NBAZ - Warrant Clearing Account	Check	1077960	07/03/2019	Accounts Payable	FRONTIER	183.4
Open	NBAZ - Warrant Clearing Account	Check	1077961	07/03/2019	Accounts Payable	FRONTIER	202.3
Open	NBAZ - Warrant Clearing Account	Check	1077962	07/03/2019	Accounts Payable	FRONTIER	169.1
Open	NBAZ - Warrant Clearing Account	Check	1077963	07/03/2019	Accounts Payable	FRONTIER	111.7

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1077964	07/03/2019	Accounts Payable	FRONTIER	6.31
Open	NBAZ - Warrant Clearing Account	Check	1077965	07/03/2019	Accounts Payable	FRONTIER	69.41
Open	NBAZ - Warrant Clearing Account	Check	1077966	07/03/2019	Accounts Payable	FRONTIER	69.41
Open	NBAZ - Warrant Clearing Account	Check	1077967	07/03/2019	Accounts Payable	FRONTIER	21.31
Open	NBAZ - Warrant Clearing Account	Check	1077968	07/03/2019	Accounts Payable	FRONTIER	227.91
Open	NBAZ - Warrant Clearing Account	Check	1077969	07/03/2019	Accounts Payable	FRONTIER	268.21
Open	NBAZ - Warrant Clearing Account	Check	1077970	07/03/2019	Accounts Payable	FRONTIER	220.21
Open	NBAZ - Warrant Clearing Account	Check	1077971	07/03/2019	Accounts Payable	FRONTIER	367.61
Open	NBAZ - Warrant Clearing Account	Check	1077972	07/03/2019	Accounts Payable	FRONTIER	4,527.21
Open	NBAZ - Warrant Clearing Account	Check	1077973	07/03/2019	Accounts Payable	FRONTIER	98.31
Open	NBAZ - Warrant Clearing Account	Check	1077974	07/03/2019	Accounts Payable	FRONTIER	103.81
Open	NBAZ - Warrant Clearing Account	Check	1077975	07/03/2019	Accounts Payable	FRONTIER	203.61
Open	NBAZ - Warrant Clearing Account	Check	1077976	07/03/2019	Accounts Payable	FRONTIER	330.41
Open	NBAZ - Warrant Clearing Account	Check	1077977	07/03/2019	Accounts Payable	FX TACTICAL LLC	1,701.31
Open	NBAZ - Warrant Clearing Account	Check	1077978	07/03/2019	Accounts Payable	GALLUP BLUEPRINT	249.01
Open	NBAZ - Warrant Clearing Account	Check	1077979	07/03/2019	Accounts Payable	GALLUP LUMBER & SUPPLY	321.51
Open	NBAZ - Warrant Clearing Account	Check	1077980	07/03/2019	Accounts Payable	GIGATRAX (PROCESS & TECHNOLOGY SOLUTIONS INC)	2,265.01
Open	NBAZ - Warrant Clearing Account	Check	1077981	07/03/2019	Accounts Payable	GLOBAL EQUIPMENT	2,809.31
Open	NBAZ - Warrant Clearing Account	Check	1077982	07/03/2019	Accounts Payable	GOLIGHTLY TIRE	13,505.91
Open	NBAZ - Warrant Clearing Account	Check	1077983	07/03/2019	Accounts Payable	LORENA T HALWOOD	156.61
Open	NBAZ - Warrant Clearing Account	Check	1077984	07/03/2019	Accounts Payable	HIGH DESERT CYCLES	439.61
Open	NBAZ - Warrant Clearing Account	Check	1077985	07/03/2019	Accounts Payable	HILL AZ GROCERY STORE	80.31
Open	NBAZ - Warrant Clearing Account	Check	1077986	07/03/2019	Accounts Payable	HILL AZ GROCERY STORE	24.91
Open	NBAZ - Warrant Clearing Account	Check	1077987	07/03/2019	Accounts Payable	HILLYARD/FLAGSTAFF	861.41
Open	NBAZ - Warrant Clearing Account	Check	1077988	07/03/2019	Accounts Payable	HOME DEPOT	2,752.41
Open	NBAZ - Warrant Clearing Account	Check	1077989	07/03/2019	Accounts Payable	IMPACT TELECOM	72.31
Open	NBAZ - Warrant Clearing Account	Check	1077990	07/03/2019	Accounts Payable	INGRAM LIBRARY SERVICES	3,643.61
Open	NBAZ - Warrant Clearing Account	Check	1077991	07/03/2019	Accounts Payable	INHEALTH SYSTEMS AND SERVICES	1,475.61
Open	NBAZ - Warrant Clearing Account	Check	1077992	07/03/2019	Accounts Payable	JONES SKELTON & HOCHULI PLC	2,251.01
Open	NBAZ - Warrant Clearing Account	Check	1077993	07/03/2019	Accounts Payable	JURY SYSTEMS INCORPORATED	1,500.01
Open	NBAZ - Warrant Clearing Account	Check	1077994	07/03/2019	Accounts Payable	KONICA MINOLTA	56.01
Open	NBAZ - Warrant Clearing Account	Check	1077995	07/03/2019	Accounts Payable	LIGHT HOUSE OF ARIZONA	966.81
Open	NBAZ - Warrant Clearing Account	Check	1077996	07/03/2019	Accounts Payable	MASS TRANSCRIPTIONS	3,026.41
Open	NBAZ - Warrant Clearing Account	Check	1077997	07/03/2019	Accounts Payable	MIDWAY CHEVROLET	38,053.51
Open	NBAZ - Warrant Clearing Account	Check	1077998	07/03/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	3,459.01
Open	NBAZ - Warrant Clearing Account	Check	1077999	07/03/2019	Accounts Payable	MOUNTAIN LEGAL PLLC	709.51
Open	NBAZ - Warrant Clearing Account	Check	1078000	07/03/2019	Accounts Payable	NAPA	354.51
Open	NBAZ - Warrant Clearing Account	Check	1078001	07/03/2019	Accounts Payable	NATIONAL BUSINESS FURNITURE	7,937.31
Open	NBAZ - Warrant Clearing Account	Check	1078002	07/03/2019	Accounts Payable	NAVAJO TRACTOR SALES INC	13.81

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078003	07/03/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	872.41
Open	NBAZ - Warrant Clearing Account	Check	1078004	07/03/2019	Accounts Payable	NAVAJO WESTERNERS	15.87
Open	NBAZ - Warrant Clearing Account	Check	1078005	07/03/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	438.45
Open	NBAZ - Warrant Clearing Account	Check	1078006	07/03/2019	Accounts Payable	OCTOPUS CAR WASH INC	116.95
Open	NBAZ - Warrant Clearing Account	Check	1078007	07/03/2019	Accounts Payable	OFFICE DEPOT	173.05
Open	NBAZ - Warrant Clearing Account	Check	1078008	07/03/2019	Accounts Payable	ORKIN PEST CONTROL	560.74
Open	NBAZ - Warrant Clearing Account	Check	1078009	07/03/2019	Accounts Payable	PABLO'S UPHOLSTERY & SUPPLIES	750.00
Open	NBAZ - Warrant Clearing Account	Check	1078010	07/03/2019	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1078011	07/03/2019	Accounts Payable	PERFECT PRINTZ LLC	327.31
Open	NBAZ - Warrant Clearing Account	Check	1078012	07/03/2019	Accounts Payable	PREMIER DRY CLEANING	12.50
Open	NBAZ - Warrant Clearing Account	Check	1078013	07/03/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	19,637.40
Open	NBAZ - Warrant Clearing Account	Check	1078014	07/03/2019	Accounts Payable	QUILL CORP	7,811.80
Open	NBAZ - Warrant Clearing Account	Check	1078015	07/03/2019	Accounts Payable	RELIABLE BACKGROUND SCREENING	619.00
Open	NBAZ - Warrant Clearing Account	Check	1078016	07/03/2019	Accounts Payable	RELIAS LLC	2,927.90
Open	NBAZ - Warrant Clearing Account	Check	1078017	07/03/2019	Accounts Payable	RHINEHART OIL CO	17,403.00
Open	NBAZ - Warrant Clearing Account	Check	1078018	07/03/2019	Accounts Payable	RICOH USA INC	855.20
Open	NBAZ - Warrant Clearing Account	Check	1078019	07/03/2019	Accounts Payable	RIGG LAW FIRM PLLC	3,002.00
Open	NBAZ - Warrant Clearing Account	Check	1078020	07/03/2019	Accounts Payable	RUSH TRUCK CENTER	1,218.60
Open	NBAZ - Warrant Clearing Account	Check	1078021	07/03/2019	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	650.90
Open	NBAZ - Warrant Clearing Account	Check	1078022	07/03/2019	Accounts Payable	SAFELITE AUTO GLASS	352.40
Open	NBAZ - Warrant Clearing Account	Check	1078023	07/03/2019	Accounts Payable	SAFETY KLEEN	789.70
Open	NBAZ - Warrant Clearing Account	Check	1078024	07/03/2019	Accounts Payable	SAFEMWAY INC	176.20
Open	NBAZ - Warrant Clearing Account	Check	1078025	07/03/2019	Accounts Payable	SANDSTONE PUBLIC RELATIONS	1,335.20
Open	NBAZ - Warrant Clearing Account	Check	1078026	07/03/2019	Accounts Payable	SATCOM GLOBAL INC	1,330.00
Open	NBAZ - Warrant Clearing Account	Check	1078027	07/03/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	42.30
Open	NBAZ - Warrant Clearing Account	Check	1078028	07/03/2019	Accounts Payable	SOUTHERN COUNTIES OIL COMPANY	16,793.10
Open	NBAZ - Warrant Clearing Account	Check	1078029	07/03/2019	Accounts Payable	SPARKLETT'S WATER	42.20
Open	NBAZ - Warrant Clearing Account	Check	1078030	07/03/2019	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	175.00
Open	NBAZ - Warrant Clearing Account	Check	1078031	07/03/2019	Accounts Payable	ST JOHNS CITY	90.00
Open	NBAZ - Warrant Clearing Account	Check	1078032	07/03/2019	Accounts Payable	STAPLES CREDIT PLAN	2,959.90
Open	NBAZ - Warrant Clearing Account	Check	1078033	07/03/2019	Accounts Payable	STIRLING COUNSELING & CONSULTING SERVICES PLLC	360.00
Open	NBAZ - Warrant Clearing Account	Check	1078034	07/03/2019	Accounts Payable	SW ECOLOGY LLC	1,020.00
Open	NBAZ - Warrant Clearing Account	Check	1078035	07/03/2019	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1078036	07/03/2019	Accounts Payable	THE GUIDANCE CENTER	6,500.00
Open	NBAZ - Warrant Clearing Account	Check	1078037	07/03/2019	Accounts Payable	THE POUR STATION	37.50
Open	NBAZ - Warrant Clearing Account	Check	1078038	07/03/2019	Accounts Payable	THOMSON REUTERS WEST	773.60
Open	NBAZ - Warrant Clearing Account	Check	1078039	07/03/2019	Accounts Payable	ELLA F THREAD	865.40
Open	NBAZ - Warrant Clearing Account	Check	1078040	07/03/2019	Accounts Payable	THREAD LOGIC	420.40
Open	NBAZ - Warrant Clearing Account	Check	1078041	07/03/2019	Accounts Payable	TOTAL AUTO PROS WHOLESALE LLC	1,510.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078042	07/03/2019	Accounts Payable	TRACTOR SUPPLY CO	197.10
Open	NBAZ - Warrant Clearing Account	Check	1078043	07/03/2019	Accounts Payable	TRINITY SERVICES GROUP INC	17,284.29
Open	NBAZ - Warrant Clearing Account	Check	1078044	07/03/2019	Accounts Payable	ULINE INC	540.77
Open	NBAZ - Warrant Clearing Account	Check	1078045	07/03/2019	Accounts Payable	UNIFIRST CORPORATION	90.66
Open	NBAZ - Warrant Clearing Account	Check	1078046	07/03/2019	Accounts Payable	US CORRECTIONS LLC	5,005.05
Open	NBAZ - Warrant Clearing Account	Check	1078047	07/03/2019	Accounts Payable	US POSTMASTER	235.00
Open	NBAZ - Warrant Clearing Account	Check	1078048	07/03/2019	Accounts Payable	VALLEY AUTO PARTS	986.15
Open	NBAZ - Warrant Clearing Account	Check	1078049	07/03/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1078050	07/03/2019	Accounts Payable	VERIZON WIRELESS	3,480.31
Open	NBAZ - Warrant Clearing Account	Check	1078051	07/03/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1078052	07/03/2019	Accounts Payable	JESSICA WILHELM	165.00
Open	NBAZ - Warrant Clearing Account	Check	1078053	07/03/2019	Accounts Payable	JO ANN WILLIAMS	1,786.40
Open	NBAZ - Warrant Clearing Account	Check	1078054	07/03/2019	Accounts Payable	CHRISTINE WILSON	132.00
Open	NBAZ - Warrant Clearing Account	Check	1078055	07/03/2019	Accounts Payable	WOODLAND BUILDING CENTER	1,395.51
Open	NBAZ - Warrant Clearing Account	Check	1078056	07/03/2019	Accounts Payable	WRIGHT EXPRESS FSC	3,421.41
Open	NBAZ - Warrant Clearing Account	Check	1078057	07/03/2019	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	10,350.00
Open	NBAZ - Warrant Clearing Account	Check	1078058	07/03/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,724.21
Open	NBAZ - Warrant Clearing Account	Check	1078059	07/03/2019	Accounts Payable	JAY YELLOWHORSE	1,676.31
Open	NBAZ - Warrant Clearing Account	Check	1078060	07/03/2019	Accounts Payable	YELTON AND ASSOCIATES	9,950.00
Open	NBAZ - Warrant Clearing Account	Check	1078061	07/03/2019	Accounts Payable	YOUNGS FUTURE TIRE	655.11
Open	NBAZ - Warrant Clearing Account	Check	1078062	07/03/2019	Accounts Payable	KRISTEN REX	200.00
Open	NBAZ - Warrant Clearing Account	Check	1078063	07/03/2019	Accounts Payable	ARIZONA COALITION FOR VICTIM SERVICES	150.00
Open	NBAZ - Warrant Clearing Account	Check	1078064	07/03/2019	Accounts Payable	AZ ASSN OF COUNTIES	12,478.81
Open	NBAZ - Warrant Clearing Account	Check	1078065	07/03/2019	Accounts Payable	AZ SUPREME COURT	394.61
Open	NBAZ - Warrant Clearing Account	Check	1078066	07/03/2019	Accounts Payable	DISH NETWORK	1,205.71
Open	NBAZ - Warrant Clearing Account	Check	1078067	07/03/2019	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1078068	07/03/2019	Accounts Payable	LARSON WASTE INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1078069	07/03/2019	Accounts Payable	NACOG	11,564.00
Open	NBAZ - Warrant Clearing Account	Check	1078070	07/03/2019	Accounts Payable	NATIONAL JUDGES ASSOCIATION	150.00
Open	NBAZ - Warrant Clearing Account	Check	1078071	07/03/2019	Accounts Payable	NATIONAL SHERIFFS' ASSOCIATION	115.00
Open	NBAZ - Warrant Clearing Account	Check	1078072	07/03/2019	Accounts Payable	NFOCUS SOLUTIONS	649.00
Open	NBAZ - Warrant Clearing Account	Check	1078073	07/03/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,263.11
Open	NBAZ - Warrant Clearing Account	Check	1078074	07/03/2019	Accounts Payable	LARRY NOBLE	160.00
Open	NBAZ - Warrant Clearing Account	Check	1078075	07/03/2019	Accounts Payable	CHYRELLE F LEE	15.11
Open	NBAZ - Warrant Clearing Account	Check	1078076	07/03/2019	Accounts Payable	STEPHANIE MCCARTHY	113.21
Open	NBAZ - Warrant Clearing Account	Check	1078077	07/03/2019	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	3,205.00
Open	NBAZ - Warrant Clearing Account	Check	1078078	07/03/2019	Accounts Payable	STEPHANIE MCCARTHY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1078080	07/09/2019	Accounts Payable	NATIONAL BANK	4,405.21
Open	NBAZ - Warrant Clearing Account	Check	1078081	07/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	335.31

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078082	07/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	68.91
Open	NBAZ - Warrant Clearing Account	Check	1078083	07/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	2,904.30
Open	NBAZ - Warrant Clearing Account	Check	1078084	07/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	4,523.79
Open	NBAZ - Warrant Clearing Account	Check	1078085	07/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,158.74
Open	NBAZ - Warrant Clearing Account	Check	1078086	07/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0341	2,227.08
Open	NBAZ - Warrant Clearing Account	Check	1078087	07/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0830	179.51
Open	NBAZ - Warrant Clearing Account	Check	1078088	07/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	354.95
Open	NBAZ - Warrant Clearing Account	Check	1078089	07/09/2019	Accounts Payable	ALTON JOE SHEPHERD	545.18
Open	NBAZ - Warrant Clearing Account	Check	1078124	07/09/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	690.51
Open	NBAZ - Warrant Clearing Account	Check	1078125	07/09/2019	Accounts Payable	APACHE COUNTY FSA	783.31
Open	NBAZ - Warrant Clearing Account	Check	1078126	07/09/2019	Accounts Payable	APACHE COUNTY HSA	4,075.42
Open	NBAZ - Warrant Clearing Account	Check	1078127	07/09/2019	Accounts Payable	APACHE COUNTY MEDICAL	176,979.61
Open	NBAZ - Warrant Clearing Account	Check	1078128	07/09/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	143,501.66
Open	NBAZ - Warrant Clearing Account	Check	1078129	07/09/2019	Accounts Payable	ASRS LEGACY EORP	5,889.12
Open	NBAZ - Warrant Clearing Account	Check	1078130	07/09/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	112,102.27
Open	NBAZ - Warrant Clearing Account	Check	1078131	07/09/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1078132	07/09/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,376.91
Open	NBAZ - Warrant Clearing Account	Check	1078133	07/09/2019	Accounts Payable	CORP DISABILITY	81.12
Open	NBAZ - Warrant Clearing Account	Check	1078134	07/09/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,377.64
Open	NBAZ - Warrant Clearing Account	Check	1078135	07/09/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,199.30
Open	NBAZ - Warrant Clearing Account	Check	1078136	07/09/2019	Accounts Payable	EODCRS DISABILITY	12.22
Open	NBAZ - Warrant Clearing Account	Check	1078137	07/09/2019	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	Check	1078138	07/09/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1078139	07/09/2019	Accounts Payable	NATIONWIDE	2,172.21
Open	NBAZ - Warrant Clearing Account	Check	1078140	07/09/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.00
Open	NBAZ - Warrant Clearing Account	Check	1078141	07/09/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,236.40
Open	NBAZ - Warrant Clearing Account	Check	1078142	07/09/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,241.40
Open	NBAZ - Warrant Clearing Account	Check	1078143	07/09/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	48,244.70
Open	NBAZ - Warrant Clearing Account	Check	1078144	07/09/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1078145	07/09/2019	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1078146	07/09/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,741.10
Open	NBAZ - Warrant Clearing Account	Check	1078147	07/10/2019	Accounts Payable	1ST QUALITY GLASS	220.00
Open	NBAZ - Warrant Clearing Account	Check	1078148	07/10/2019	Accounts Payable	ALPINE WATER AND SANITARY	163.00
Open	NBAZ - Warrant Clearing Account	Check	1078149	07/10/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	173.50
Open	NBAZ - Warrant Clearing Account	Check	1078150	07/10/2019	Accounts Payable	B & H PHOTO VIDEO PRO AUDIO	995.70
Open	NBAZ - Warrant Clearing Account	Check	1078151	07/10/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	243.00
Open	NBAZ - Warrant Clearing Account	Check	1078152	07/10/2019	Accounts Payable	BEST BUY FOR BUSINESS	1,526.00
Open	NBAZ - Warrant Clearing Account	Check	1078153	07/10/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	438.30
Open	NBAZ - Warrant Clearing Account	Check	1078154	07/10/2019	Accounts Payable	CDW GOVERNMENT LLC	1,971.70

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078155	07/10/2019	Accounts Payable	CENGAGE LEARNING INC	3,858.36
Open	NBAZ - Warrant Clearing Account	Check	1078156	07/10/2019	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	119.00
Open	NBAZ - Warrant Clearing Account	Check	1078157	07/10/2019	Accounts Payable	HARDY C CLEVELAND	100.00
Open	NBAZ - Warrant Clearing Account	Check	1078158	07/10/2019	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	3,951.25
Open	NBAZ - Warrant Clearing Account	Check	1078159	07/10/2019	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	10,802.50
Open	NBAZ - Warrant Clearing Account	Check	1078160	07/10/2019	Accounts Payable	DAVIS TRUE VALUE HARDWARE	26.17
Open	NBAZ - Warrant Clearing Account	Check	1078161	07/10/2019	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	89.31
Open	NBAZ - Warrant Clearing Account	Check	1078162	07/10/2019	Accounts Payable	DIRECTV LLC	164.81
Open	NBAZ - Warrant Clearing Account	Check	1078163	07/10/2019	Accounts Payable	EMPIRE MACHINERY	1,193.25
Open	NBAZ - Warrant Clearing Account	Check	1078164	07/10/2019	Accounts Payable	FRONTIER	163.44
Open	NBAZ - Warrant Clearing Account	Check	1078165	07/10/2019	Accounts Payable	FRONTIER	1,819.60
Open	NBAZ - Warrant Clearing Account	Check	1078166	07/10/2019	Accounts Payable	GALL'S INC	412.76
Open	NBAZ - Warrant Clearing Account	Check	1078167	07/10/2019	Accounts Payable	GALLUP WATER WORKS	13.00
Open	NBAZ - Warrant Clearing Account	Check	1078168	07/10/2019	Accounts Payable	GMCO CORPORATION	7,790.31
Open	NBAZ - Warrant Clearing Account	Check	1078169	07/10/2019	Accounts Payable	HILL AZ GROCERY STORE	16.88
Open	NBAZ - Warrant Clearing Account	Check	1078170	07/10/2019	Accounts Payable	HILLYARD/FLAGSTAFF	1,752.25
Open	NBAZ - Warrant Clearing Account	Check	1078171	07/10/2019	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	881.15
Open	NBAZ - Warrant Clearing Account	Check	1078172	07/10/2019	Accounts Payable	INGRAM LIBRARY SERVICES	98.45
Open	NBAZ - Warrant Clearing Account	Check	1078173	07/10/2019	Accounts Payable	TYRON JENSEN	606.84
Open	NBAZ - Warrant Clearing Account	Check	1078174	07/10/2019	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	1,625.00
Open	NBAZ - Warrant Clearing Account	Check	1078175	07/10/2019	Accounts Payable	KIMBALL EQUIPMENT COMPANY	313.20
Open	NBAZ - Warrant Clearing Account	Check	1078176	07/10/2019	Accounts Payable	KONICA MINOLTA	128.45
Open	NBAZ - Warrant Clearing Account	Check	1078177	07/10/2019	Accounts Payable	LABORATORY CORP OF AMERICA	156.75
Open	NBAZ - Warrant Clearing Account	Check	1078178	07/10/2019	Accounts Payable	LANGUAGE LINE SERVICES INC	49.15
Open	NBAZ - Warrant Clearing Account	Check	1078179	07/10/2019	Accounts Payable	LAW ENFORCEMENT TARGETS INC	118.95
Open	NBAZ - Warrant Clearing Account	Check	1078180	07/10/2019	Accounts Payable	LEGATE, PENROD & ASSOCIATES	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1078181	07/10/2019	Accounts Payable	MADE IN THE SHADE INC	550.00
Open	NBAZ - Warrant Clearing Account	Check	1078182	07/10/2019	Accounts Payable	REITA MOORE	85.50
Open	NBAZ - Warrant Clearing Account	Check	1078183	07/10/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	354.00
Open	NBAZ - Warrant Clearing Account	Check	1078184	07/10/2019	Accounts Payable	NAPA	97.00
Open	NBAZ - Warrant Clearing Account	Check	1078185	07/10/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	210.50
Open	NBAZ - Warrant Clearing Account	Check	1078186	07/10/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,510.60
Open	NBAZ - Warrant Clearing Account	Check	1078187	07/10/2019	Accounts Payable	NEXTRAQ	17,371.20
Open	NBAZ - Warrant Clearing Account	Check	1078188	07/10/2019	Accounts Payable	NOEL'S INC	482.20
Open	NBAZ - Warrant Clearing Account	Check	1078189	07/10/2019	Accounts Payable	NORTHERN APACHE COUNTY SPECIAL HEALTH CARE DISTRICT	80.00
Open	NBAZ - Warrant Clearing Account	Check	1078190	07/10/2019	Accounts Payable	OFFICE DEPOT	478.40
Open	NBAZ - Warrant Clearing Account	Check	1078191	07/10/2019	Accounts Payable	OVERDRIVE INC	837.90
Open	NBAZ - Warrant Clearing Account	Check	1078192	07/10/2019	Accounts Payable	PABLO'S UPHOLSTERY & SUPPLIES	465.00
Open	NBAZ - Warrant Clearing Account	Check	1078193	07/10/2019	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	30.90

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078194	07/10/2019	Accounts Payable	PERFECT PRINTZ LLC	1,027.65
Open	NBAZ - Warrant Clearing Account	Check	1078195	07/10/2019	Accounts Payable	PINAL COUNTY ARIZONA	1,925.00
Open	NBAZ - Warrant Clearing Account	Check	1078196	07/10/2019	Accounts Payable	PREMIUM PROPANE LLC	106.83
Open	NBAZ - Warrant Clearing Account	Check	1078197	07/10/2019	Accounts Payable	PUERCO VALLEY AMBULANCE SERVICE	1,318.35
Open	NBAZ - Warrant Clearing Account	Check	1078198	07/10/2019	Accounts Payable	QUILL CORP	5,077.40
Open	NBAZ - Warrant Clearing Account	Check	1078199	07/10/2019	Accounts Payable	RELIABLE BACKGROUND SCREENING	264.00
Open	NBAZ - Warrant Clearing Account	Check	1078200	07/10/2019	Accounts Payable	RHINEHART OIL CO	18,644.24
Voided	NBAZ - Warrant Clearing Account	Check	1078201	07/10/2019	Accounts Payable	ALAN B RIETZ	7,073.14
Open	NBAZ - Warrant Clearing Account	Check	1078202	07/10/2019	Accounts Payable	RL'S A-1 AUTO BODY SHOP	1,635.50
Open	NBAZ - Warrant Clearing Account	Check	1078203	07/10/2019	Accounts Payable	RTW LLC	108.30
Open	NBAZ - Warrant Clearing Account	Check	1078204	07/10/2019	Accounts Payable	SAFELITE AUTO GLASS	108.30
Open	NBAZ - Warrant Clearing Account	Check	1078205	07/10/2019	Accounts Payable	SAFETY KLEEN	393.20
Open	NBAZ - Warrant Clearing Account	Check	1078206	07/10/2019	Accounts Payable	LAURENCE SCHIFF	256.20
Open	NBAZ - Warrant Clearing Account	Check	1078207	07/10/2019	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1078208	07/10/2019	Accounts Payable	ST JOHNS CITY	184.30
Open	NBAZ - Warrant Clearing Account	Check	1078209	07/10/2019	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	2,867.40
Open	NBAZ - Warrant Clearing Account	Check	1078210	07/10/2019	Accounts Payable	TOWN OF EAGAR	150.00
Open	NBAZ - Warrant Clearing Account	Check	1078211	07/10/2019	Accounts Payable	TOWN OF SPRINGERVILLE	708.00
Open	NBAZ - Warrant Clearing Account	Check	1078212	07/10/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	205.20
Open	NBAZ - Warrant Clearing Account	Check	1078213	07/10/2019	Accounts Payable	TRUCK WORKS HOLDINGS LLC	678.90
Open	NBAZ - Warrant Clearing Account	Check	1078214	07/10/2019	Accounts Payable	US GEOLOGICAL SURVEY	16,097.00
Open	NBAZ - Warrant Clearing Account	Check	1078215	07/10/2019	Accounts Payable	VALLEY AUTO PARTS	3,100.00
Open	NBAZ - Warrant Clearing Account	Check	1078216	07/10/2019	Accounts Payable	WAL-MART COMMUNITY	87.30
Open	NBAZ - Warrant Clearing Account	Check	1078217	07/10/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	434.00
Open	NBAZ - Warrant Clearing Account	Check	1078218	07/10/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	686.20
Open	NBAZ - Warrant Clearing Account	Check	1078219	07/10/2019	Accounts Payable	GARRET LEE WHITTING	1,183.60
Open	NBAZ - Warrant Clearing Account	Check	1078220	07/10/2019	Accounts Payable	MICHAEL B WHITTING	417.50
Open	NBAZ - Warrant Clearing Account	Check	1078221	07/10/2019	Accounts Payable	WOODLAND BUILDING CENTER	1,247.10
Open	NBAZ - Warrant Clearing Account	Check	1078222	07/10/2019	Accounts Payable	XEROX CORP	583.50
Open	NBAZ - Warrant Clearing Account	Check	1078223	07/10/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	249.40
Open	NBAZ - Warrant Clearing Account	Check	1078224	07/10/2019	Accounts Payable	ROBIN R AGUERO	4,838.30
Open	NBAZ - Warrant Clearing Account	Check	1078225	07/10/2019	Accounts Payable	ALL SHADE WINDOW TINTING	909.70
Open	NBAZ - Warrant Clearing Account	Check	1078226	07/10/2019	Accounts Payable	ALSCO INC	227.00
Open	NBAZ - Warrant Clearing Account	Check	1078227	07/10/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	164.80
Open	NBAZ - Warrant Clearing Account	Check	1078228	07/10/2019	Accounts Payable	CHARLI A ANDERSON	771.20
Open	NBAZ - Warrant Clearing Account	Check	1078229	07/10/2019	Accounts Payable	AZ ASSN OF COUNTIES	303.90
Open	NBAZ - Warrant Clearing Account	Check	1078230	07/10/2019	Accounts Payable	AZ ASSN OF COUNTIES	325.00
Open	NBAZ - Warrant Clearing Account	Check	1078231	07/10/2019	Accounts Payable	AZ ASSN OF COUNTIES	325.00
Open	NBAZ - Warrant Clearing Account	Check	1078232	07/10/2019	Accounts Payable	AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS	650.00
Open	NBAZ - Warrant Clearing Account	Check	1078232	07/10/2019	Accounts Payable	AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS	3,770.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078233	07/10/2019	Accounts Payable	AZ CONSTABLES ASSN	420.00
Open	NBAZ - Warrant Clearing Account	Check	1078234	07/10/2019	Accounts Payable	AZ COUNTIES INSURANCE POOL	500,497.35
Open	NBAZ - Warrant Clearing Account	Check	1078235	07/10/2019	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	535.14
Open	NBAZ - Warrant Clearing Account	Check	1078236	07/10/2019	Accounts Payable	AZ EMERGENCY SERVICES ASSOCIATION	445.00
Open	NBAZ - Warrant Clearing Account	Check	1078237	07/10/2019	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	190.00
Open	NBAZ - Warrant Clearing Account	Check	1078238	07/10/2019	Accounts Payable	ELLEN RAE BAST	15.41
Open	NBAZ - Warrant Clearing Account	Check	1078239	07/10/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	483.21
Open	NBAZ - Warrant Clearing Account	Check	1078240	07/10/2019	Accounts Payable	BOTTOM LINE PUBLICATIONS	89.81
Open	NBAZ - Warrant Clearing Account	Check	1078241	07/10/2019	Accounts Payable	STEPHANIE R CALABAZA	112.00
Open	NBAZ - Warrant Clearing Account	Check	1078242	07/10/2019	Accounts Payable	TAMARA S CASTILLO	33.81
Open	NBAZ - Warrant Clearing Account	Check	1078243	07/10/2019	Accounts Payable	CELLULAR ONE NE AZ	200.91
Open	NBAZ - Warrant Clearing Account	Check	1078244	07/10/2019	Accounts Payable	MICHAEL V CIRIVELLO	142.00
Open	NBAZ - Warrant Clearing Account	Check	1078245	07/10/2019	Accounts Payable	CONTINUANT INC	1,015.21
Open	NBAZ - Warrant Clearing Account	Check	1078246	07/10/2019	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1078247	07/10/2019	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	65,123.00
Open	NBAZ - Warrant Clearing Account	Check	1078248	07/10/2019	Accounts Payable	JOSEPH DEDMAN JR	112.00
Open	NBAZ - Warrant Clearing Account	Check	1078249	07/10/2019	Accounts Payable	DISH NETWORK	142.00
Open	NBAZ - Warrant Clearing Account	Check	1078250	07/10/2019	Accounts Payable	BRANNON EAGAR	112.00
Open	NBAZ - Warrant Clearing Account	Check	1078251	07/10/2019	Accounts Payable	EBSCO SUBSCRIPTION SERVICES	2,323.11
Open	NBAZ - Warrant Clearing Account	Check	1078252	07/10/2019	Accounts Payable	EL CUPIDOS EXPRESS	105.71
Open	NBAZ - Warrant Clearing Account	Check	1078253	07/10/2019	Accounts Payable	RUBEN C GARCIA JR.	300.00
Open	NBAZ - Warrant Clearing Account	Check	1078254	07/10/2019	Accounts Payable	GREER COMMUNITY FACILITIES	849.41
Open	NBAZ - Warrant Clearing Account	Check	1078255	07/10/2019	Accounts Payable	GREER COMMUNITY FACILITIES	849.41
Open	NBAZ - Warrant Clearing Account	Check	1078256	07/10/2019	Accounts Payable	ROSCOE GEORGE HERRERA	168.00
Open	NBAZ - Warrant Clearing Account	Check	1078257	07/10/2019	Accounts Payable	HILL AZ GROCERY STORE	5.41
Open	NBAZ - Warrant Clearing Account	Check	1078258	07/10/2019	Accounts Payable	HILLYARD/FLAGSTAFF	933.51
Open	NBAZ - Warrant Clearing Account	Check	1078259	07/10/2019	Accounts Payable	HOME DEPOT	216.11
Open	NBAZ - Warrant Clearing Account	Check	1078260	07/10/2019	Accounts Payable	BO HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1078261	07/10/2019	Accounts Payable	GENEVA L JACKSON	112.00
Open	NBAZ - Warrant Clearing Account	Check	1078262	07/10/2019	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	59.41
Open	NBAZ - Warrant Clearing Account	Check	1078263	07/10/2019	Accounts Payable	SHAWNA RENE MURPHY	80.00
Open	NBAZ - Warrant Clearing Account	Check	1078264	07/10/2019	Accounts Payable	NAVAJO SANITATION INC	39.31
Open	NBAZ - Warrant Clearing Account	Check	1078265	07/10/2019	Accounts Payable	NAVAJO WESTERNERS	28.51
Open	NBAZ - Warrant Clearing Account	Check	1078266	07/10/2019	Accounts Payable	OCLC INC	2,645.11
Open	NBAZ - Warrant Clearing Account	Check	1078267	07/10/2019	Accounts Payable	DOUGLAS LANCE PEARCE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1078268	07/10/2019	Accounts Payable	PERFECT PRINTZ LLC	772.91
Open	NBAZ - Warrant Clearing Account	Check	1078269	07/10/2019	Accounts Payable	QUILL CORP	366.00
Open	NBAZ - Warrant Clearing Account	Check	1078270	07/10/2019	Accounts Payable	JASON ROMERO	112.00
Open	NBAZ - Warrant Clearing Account	Check	1078271	07/10/2019	Accounts Payable	SATCOM GLOBAL INC	181.51

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078272	07/10/2019	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	975.23
Open	NBAZ - Warrant Clearing Account	Check	1078273	07/10/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,250.80
Open	NBAZ - Warrant Clearing Account	Check	1078274	07/10/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	793.60
Open	NBAZ - Warrant Clearing Account	Check	1078275	07/10/2019	Accounts Payable	TJP COMMUNICATIONS	225.00
Open	NBAZ - Warrant Clearing Account	Check	1078276	07/10/2019	Accounts Payable	TRACKER SOFTWARE CORP	3,262.00
Open	NBAZ - Warrant Clearing Account	Check	1078277	07/10/2019	Accounts Payable	TWIN ARROWS NAVAJO CASINO RESORT	500.00
Open	NBAZ - Warrant Clearing Account	Check	1078278	07/10/2019	Accounts Payable	SHERWOOD BOWEN UDALL	112.00
Open	NBAZ - Warrant Clearing Account	Check	1078279	07/10/2019	Accounts Payable	US POSTMASTER	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1078280	07/10/2019	Accounts Payable	VALLEY AUTO PARTS	1,195.30
Open	NBAZ - Warrant Clearing Account	Check	1078281	07/10/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1078282	07/10/2019	Accounts Payable	US POSTMASTER	60.00
Open	NBAZ - Warrant Clearing Account	Check	1078283	07/11/2019	Accounts Payable	ALTON JOE SHEPHERD	477.10
Open	NBAZ - Warrant Clearing Account	Check	1078284	07/17/2019	Accounts Payable	ALPINE WATER AND SANITARY	163.97
Open	NBAZ - Warrant Clearing Account	Check	1078285	07/17/2019	Accounts Payable	AMERICAN FIRE EQUIPMENT SALES & SERVICE	2,419.00
Open	NBAZ - Warrant Clearing Account	Check	1078286	07/17/2019	Accounts Payable	APACHE COUNTY	176.00
Open	NBAZ - Warrant Clearing Account	Check	1078287	07/17/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	200.20
Open	NBAZ - Warrant Clearing Account	Check	1078288	07/17/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	130.00
Open	NBAZ - Warrant Clearing Account	Check	1078289	07/17/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	2,642.20
Open	NBAZ - Warrant Clearing Account	Check	1078290	07/17/2019	Accounts Payable	BI INC	259.60
Open	NBAZ - Warrant Clearing Account	Check	1078291	07/17/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	570.00
Open	NBAZ - Warrant Clearing Account	Check	1078292	07/17/2019	Accounts Payable	BOOT BARN	173.20
Open	NBAZ - Warrant Clearing Account	Check	1078293	07/17/2019	Accounts Payable	BRIDES AUTO CENTER	4.00
Open	NBAZ - Warrant Clearing Account	Check	1078294	07/17/2019	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1078295	07/17/2019	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1078296	07/17/2019	Accounts Payable	BURNHAM MORTUARY	414.40
Open	NBAZ - Warrant Clearing Account	Check	1078297	07/17/2019	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1078298	07/17/2019	Accounts Payable	BURNHAM MORTUARY	414.40
Open	NBAZ - Warrant Clearing Account	Check	1078299	07/17/2019	Accounts Payable	CELLULAR ONE NE AZ	1,474.90
Open	NBAZ - Warrant Clearing Account	Check	1078300	07/17/2019	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	96.00
Open	NBAZ - Warrant Clearing Account	Check	1078301	07/17/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	89.90
Open	NBAZ - Warrant Clearing Account	Check	1078302	07/17/2019	Accounts Payable	DIAMOND DRUGS INC	3,582.00
Open	NBAZ - Warrant Clearing Account	Check	1078303	07/17/2019	Accounts Payable	DIAMOND MEDICAL SUPPLY	50.90
Open	NBAZ - Warrant Clearing Account	Check	1078304	07/17/2019	Accounts Payable	EMPIRE MACHINERY	260.50
Open	NBAZ - Warrant Clearing Account	Check	1078305	07/17/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	56.30
Open	NBAZ - Warrant Clearing Account	Check	1078306	07/17/2019	Accounts Payable	FRONTIER	103.20
Open	NBAZ - Warrant Clearing Account	Check	1078307	07/17/2019	Accounts Payable	FX TACTICAL LLC	534.90
Open	NBAZ - Warrant Clearing Account	Check	1078308	07/17/2019	Accounts Payable	GALLUP WATER WORKS	21.20
Open	NBAZ - Warrant Clearing Account	Check	1078309	07/17/2019	Accounts Payable	MARSHA ANN GREGORY	45.50
Open	NBAZ - Warrant Clearing Account	Check	1078310	07/17/2019	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	220.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078311	07/17/2019	Accounts Payable	HUGHES SUPPLY INC (LAKE SIDE)	397.61
Open	NBAZ - Warrant Clearing Account	Check	1078312	07/17/2019	Accounts Payable	JONES SKELTON & HOCHULLI PLC	2,496.00
Open	NBAZ - Warrant Clearing Account	Check	1078313	07/17/2019	Accounts Payable	KIMBALL EQUIPMENT COMPANY	309.11
Open	NBAZ - Warrant Clearing Account	Check	1078314	07/17/2019	Accounts Payable	KONICA MINOLTA	51.21
Open	NBAZ - Warrant Clearing Account	Check	1078315	07/17/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	2,575.91
Open	NBAZ - Warrant Clearing Account	Check	1078316	07/17/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,369.01
Open	NBAZ - Warrant Clearing Account	Check	1078317	07/17/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	11,273.11
Open	NBAZ - Warrant Clearing Account	Check	1078318	07/17/2019	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	2,022.00
Open	NBAZ - Warrant Clearing Account	Check	1078319	07/17/2019	Accounts Payable	KIMBERLY K PENROD	83.21
Open	NBAZ - Warrant Clearing Account	Check	1078320	07/17/2019	Accounts Payable	PRAXAIR DISTRIBUTION INC	31.41
Open	NBAZ - Warrant Clearing Account	Check	1078321	07/17/2019	Accounts Payable	QUALITY READY MIX INC	1,492.41
Open	NBAZ - Warrant Clearing Account	Check	1078322	07/17/2019	Accounts Payable	QUILL CORP	2,735.21
Open	NBAZ - Warrant Clearing Account	Check	1078323	07/17/2019	Accounts Payable	RDO EQUIPMENT CO	3,212.21
Open	NBAZ - Warrant Clearing Account	Check	1078324	07/17/2019	Accounts Payable	RDO EQUIPMENT CO	234.41
Open	NBAZ - Warrant Clearing Account	Check	1078325	07/17/2019	Accounts Payable	RICOH USA INC	200.71
Open	NBAZ - Warrant Clearing Account	Check	1078326	07/17/2019	Accounts Payable	RTW LLC	938.51
Open	NBAZ - Warrant Clearing Account	Check	1078327	07/17/2019	Accounts Payable	S & S SELF STORAGE	94.01
Open	NBAZ - Warrant Clearing Account	Check	1078328	07/17/2019	Accounts Payable	SEM APPLICATIONS INC	102.01
Open	NBAZ - Warrant Clearing Account	Check	1078329	07/17/2019	Accounts Payable	SHOW LOW FORD INC	169.21
Open	NBAZ - Warrant Clearing Account	Check	1078330	07/17/2019	Accounts Payable	SIERRA PROPANE	285.81
Open	NBAZ - Warrant Clearing Account	Check	1078331	07/17/2019	Accounts Payable	SONORA QUEST LABORATORIES	438.41
Open	NBAZ - Warrant Clearing Account	Check	1078332	07/17/2019	Accounts Payable	ST JOHNS CITY	280.71
Open	NBAZ - Warrant Clearing Account	Check	1078333	07/17/2019	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	86.51
Open	NBAZ - Warrant Clearing Account	Check	1078334	07/17/2019	Accounts Payable	SUTTON WEED & PEST CONTROL	325.01
Open	NBAZ - Warrant Clearing Account	Check	1078335	07/17/2019	Accounts Payable	THE POUR STATION	315.01
Open	NBAZ - Warrant Clearing Account	Check	1078336	07/17/2019	Accounts Payable	TOWN OF SPRINGERVILLE	72.21
Open	NBAZ - Warrant Clearing Account	Check	1078337	07/17/2019	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.51
Open	NBAZ - Warrant Clearing Account	Check	1078338	07/17/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	30.01
Open	NBAZ - Warrant Clearing Account	Check	1078339	07/17/2019	Accounts Payable	VERIZON WIRELESS	1,178.61
Open	NBAZ - Warrant Clearing Account	Check	1078340	07/17/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	1,674.41
Open	NBAZ - Warrant Clearing Account	Check	1078341	07/17/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	313.71
Open	NBAZ - Warrant Clearing Account	Check	1078342	07/17/2019	Accounts Payable	JAMES D WILSON	500.01
Open	NBAZ - Warrant Clearing Account	Check	1078343	07/17/2019	Accounts Payable	WOODLAND BUILDING CENTER	27.41
Open	NBAZ - Warrant Clearing Account	Check	1078344	07/17/2019	Accounts Payable	XEROX CORP	139.81
Open	NBAZ - Warrant Clearing Account	Check	1078345	07/17/2019	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.01
Open	NBAZ - Warrant Clearing Account	Check	1078346	07/17/2019	Accounts Payable	ADVERTISING IDEAS	627.01
Open	NBAZ - Warrant Clearing Account	Check	1078347	07/17/2019	Accounts Payable	ALSCO INC	536.51
Open	NBAZ - Warrant Clearing Account	Check	1078348	07/17/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,582.41
Open	NBAZ - Warrant Clearing Account	Check	1078349	07/17/2019	Accounts Payable	CHARLI A ANDERSON	1,142.51

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078350	07/17/2019	Accounts Payable	APACHE COUNTY FAIR	200.00
Open	NBAZ - Warrant Clearing Account	Check	1078351	07/17/2019	Accounts Payable	ARIZONA COALITION FOR VICTIM SERVICES	450.00
Open	NBAZ - Warrant Clearing Account	Check	1078352	07/17/2019	Accounts Payable	ASHTONS REPAIR INC	230.83
Open	NBAZ - Warrant Clearing Account	Check	1078353	07/17/2019	Accounts Payable	ASPEN REFRIGERANTS INC	365.45
Open	NBAZ - Warrant Clearing Account	Check	1078354	07/17/2019	Accounts Payable	ASPEN TIRE & OIL	40.00
Open	NBAZ - Warrant Clearing Account	Check	1078355	07/17/2019	Accounts Payable	AT&T	39.75
Open	NBAZ - Warrant Clearing Account	Check	1078356	07/17/2019	Accounts Payable	AT&T MOBILITY	120.30
Open	NBAZ - Warrant Clearing Account	Check	1078357	07/17/2019	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	73,449.61
Open	NBAZ - Warrant Clearing Account	Check	1078358	07/17/2019	Accounts Payable	AZ DEPT OF REVENUE	45,111.20
Open	NBAZ - Warrant Clearing Account	Check	1078359	07/17/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	210.61
Open	NBAZ - Warrant Clearing Account	Check	1078360	07/17/2019	Accounts Payable	DERRICK ALAN BEGAY	154.00
Open	NBAZ - Warrant Clearing Account	Check	1078361	07/17/2019	Accounts Payable	MARLEITA BEGAY	822.41
Open	NBAZ - Warrant Clearing Account	Check	1078362	07/17/2019	Accounts Payable	SARAH MAE BEGAY	795.00
Open	NBAZ - Warrant Clearing Account	Check	1078363	07/17/2019	Accounts Payable	SHANE E BEVINGTON	620.31
Open	NBAZ - Warrant Clearing Account	Check	1078364	07/17/2019	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	478.81
Open	NBAZ - Warrant Clearing Account	Check	1078365	07/17/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	29,014.00
Open	NBAZ - Warrant Clearing Account	Check	1078366	07/17/2019	Accounts Payable	BOTTOM LINE PUBLICATIONS	59.90
Open	NBAZ - Warrant Clearing Account	Check	1078367	07/17/2019	Accounts Payable	MICHAEL T BRAGIEL	54.10
Open	NBAZ - Warrant Clearing Account	Check	1078368	07/17/2019	Accounts Payable	BRIDES AUTO CENTER	65.00
Open	NBAZ - Warrant Clearing Account	Check	1078369	07/17/2019	Accounts Payable	BAUER K BROWN	620.30
Open	NBAZ - Warrant Clearing Account	Check	1078370	07/17/2019	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	54.00
Open	NBAZ - Warrant Clearing Account	Check	1078371	07/17/2019	Accounts Payable	STEPHANIE R CALABAZA	833.00
Open	NBAZ - Warrant Clearing Account	Check	1078372	07/17/2019	Accounts Payable	CELLULAR ONE NE AZ	89.30
Open	NBAZ - Warrant Clearing Account	Check	1078373	07/17/2019	Accounts Payable	CENGAGE LEARNING INC	2,772.60
Open	NBAZ - Warrant Clearing Account	Check	1078374	07/17/2019	Accounts Payable	CENTER POINT LARGE PRINT	44.30
Open	NBAZ - Warrant Clearing Account	Check	1078375	07/17/2019	Accounts Payable	CENTRAL AGENCY FAIR INC	200.00
Open	NBAZ - Warrant Clearing Account	Check	1078376	07/17/2019	Accounts Payable	ALBERT N CLARK	620.30
Open	NBAZ - Warrant Clearing Account	Check	1078377	07/17/2019	Accounts Payable	CMS COMMUNICATIONS INC	205.00
Open	NBAZ - Warrant Clearing Account	Check	1078378	07/17/2019	Accounts Payable	CONTROLLED FORCE INC	100.00
Open	NBAZ - Warrant Clearing Account	Check	1078379	07/17/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	13.90
Open	NBAZ - Warrant Clearing Account	Check	1078380	07/17/2019	Accounts Payable	JOSEPH DEDMAN JR	184.00
Open	NBAZ - Warrant Clearing Account	Check	1078381	07/17/2019	Accounts Payable	DIRECTV LLC	2,015.70
Open	NBAZ - Warrant Clearing Account	Check	1078382	07/17/2019	Accounts Payable	CAREY D DOBSON	48.50
Open	NBAZ - Warrant Clearing Account	Check	1078383	07/17/2019	Accounts Payable	BRANNON EAGAR	184.00
Open	NBAZ - Warrant Clearing Account	Check	1078384	07/17/2019	Accounts Payable	EMPIRE MACHINERY	2,553.30
Open	NBAZ - Warrant Clearing Account	Check	1078385	07/17/2019	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	93.70
Open	NBAZ - Warrant Clearing Account	Check	1078386	07/17/2019	Accounts Payable	ROBERT L FITE	67.80
Open	NBAZ - Warrant Clearing Account	Check	1078387	07/17/2019	Accounts Payable	JOHN L FREEMAN JR	54.00
Open	NBAZ - Warrant Clearing Account	Check	1078388	07/17/2019	Accounts Payable	FRONTIER	106.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078389	07/17/2019	Accounts Payable	FRONTIER	102.35
Open	NBAZ - Warrant Clearing Account	Check	1078390	07/17/2019	Accounts Payable	GALLUP BLUEPRINT	93.04
Open	NBAZ - Warrant Clearing Account	Check	1078391	07/17/2019	Accounts Payable	LEVERIL GRAY	154.00
Open	NBAZ - Warrant Clearing Account	Check	1078392	07/17/2019	Accounts Payable	SONIA A GRIEGO	833.06
Open	NBAZ - Warrant Clearing Account	Check	1078393	07/17/2019	Accounts Payable	KLINT HEAP	225.00
Open	NBAZ - Warrant Clearing Account	Check	1078394	07/17/2019	Accounts Payable	HILL AZ GROCERY STORE	29.45
Open	NBAZ - Warrant Clearing Account	Check	1078395	07/17/2019	Accounts Payable	HILLYARD/FLAGSTAFF	496.12
Open	NBAZ - Warrant Clearing Account	Check	1078396	07/17/2019	Accounts Payable	HOME DEPOT	515.35
Open	NBAZ - Warrant Clearing Account	Check	1078397	07/17/2019	Accounts Payable	ROCHELLE HUBBELL	281.92
Open	NBAZ - Warrant Clearing Account	Check	1078398	07/17/2019	Accounts Payable	INFINITY COMMUNICATIONS & CONSULTING INC	4,500.00
Open	NBAZ - Warrant Clearing Account	Check	1078399	07/17/2019	Accounts Payable	DENISE L JONES	439.98
Open	NBAZ - Warrant Clearing Account	Check	1078400	07/17/2019	Accounts Payable	DAVID LAMM	100.00
Open	NBAZ - Warrant Clearing Account	Check	1078401	07/17/2019	Accounts Payable	NAM HO LEE	619.92
Open	NBAZ - Warrant Clearing Account	Check	1078402	07/17/2019	Accounts Payable	OSCAR R MIRANDA	65.30
Open	NBAZ - Warrant Clearing Account	Check	1078403	07/17/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	230.00
Open	NBAZ - Warrant Clearing Account	Check	1078404	07/17/2019	Accounts Payable	SHAWNA RENE MURPHY	338.22
Open	NBAZ - Warrant Clearing Account	Check	1078405	07/17/2019	Accounts Payable	NAPA	61.82
Open	NBAZ - Warrant Clearing Account	Check	1078406	07/17/2019	Accounts Payable	NATIONAL TACTICAL OFFICERS ASSN	778.00
Open	NBAZ - Warrant Clearing Account	Check	1078407	07/17/2019	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	132.50
Open	NBAZ - Warrant Clearing Account	Check	1078408	07/17/2019	Accounts Payable	NAVAJO SANITATION INC	223.80
Open	NBAZ - Warrant Clearing Account	Check	1078409	07/17/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,530.30
Open	NBAZ - Warrant Clearing Account	Check	1078410	07/17/2019	Accounts Payable	NAVAJO WESTERNERS	65.90
Open	NBAZ - Warrant Clearing Account	Check	1078411	07/17/2019	Accounts Payable	LARRY NOBLE	833.00
Open	NBAZ - Warrant Clearing Account	Check	1078412	07/17/2019	Accounts Payable	NOEL'S INC	342.40
Open	NBAZ - Warrant Clearing Account	Check	1078413	07/17/2019	Accounts Payable	NORTHLAND PIONEER COLLEGE	245.00
Open	NBAZ - Warrant Clearing Account	Check	1078414	07/17/2019	Accounts Payable	ELEXUS OLLERTON	1,014.40
Open	NBAZ - Warrant Clearing Account	Check	1078415	07/17/2019	Accounts Payable	OVERDRIVE INC	953.70
Open	NBAZ - Warrant Clearing Account	Check	1078416	07/17/2019	Accounts Payable	PACIFIC PONDEROSA CO INC	3,630.60
Open	NBAZ - Warrant Clearing Account	Check	1078417	07/17/2019	Accounts Payable	DOUGLAS LANCE PEARCE	720.40
Open	NBAZ - Warrant Clearing Account	Check	1078418	07/17/2019	Accounts Payable	SHANNA Y PEARCE	53.90
Open	NBAZ - Warrant Clearing Account	Check	1078419	07/17/2019	Accounts Payable	PENWORTHY COMPANY	278.10
Open	NBAZ - Warrant Clearing Account	Check	1078420	07/17/2019	Accounts Payable	POLICEONE	495.00
Open	NBAZ - Warrant Clearing Account	Check	1078421	07/17/2019	Accounts Payable	PROFORCE LAW ENFORCEMENT	849.80
Open	NBAZ - Warrant Clearing Account	Check	1078422	07/17/2019	Accounts Payable	PROQUEST LLC	1,531.40
Open	NBAZ - Warrant Clearing Account	Check	1078423	07/17/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	285.70
Open	NBAZ - Warrant Clearing Account	Check	1078424	07/17/2019	Accounts Payable	STEPHENIE MICHALE PUZZI	184.00
Open	NBAZ - Warrant Clearing Account	Check	1078425	07/17/2019	Accounts Payable	QUILL CORP	1,803.00
Open	NBAZ - Warrant Clearing Account	Check	1078426	07/17/2019	Accounts Payable	RHINEHART OIL CO	3,250.10
Open	NBAZ - Warrant Clearing Account	Check	1078427	07/17/2019	Accounts Payable	RICOH USA INC	233.70

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078428	07/17/2019	Accounts Payable	DANNEE F ROAN	833.0
Open	NBAZ - Warrant Clearing Account	Check	1078429	07/17/2019	Accounts Payable	ROCKY MOUNTAIN INFORMATION NETWORK INC	25.0
Open	NBAZ - Warrant Clearing Account	Check	1078430	07/17/2019	Accounts Payable	ANGELA C ROMERO	300.0
Open	NBAZ - Warrant Clearing Account	Check	1078431	07/17/2019	Accounts Payable	DAVID JULIAN ROMERO	1,314.4
Open	NBAZ - Warrant Clearing Account	Check	1078432	07/17/2019	Accounts Payable	SAFELITE AUTO GLASS	1,570.9
Open	NBAZ - Warrant Clearing Account	Check	1078433	07/17/2019	Accounts Payable	SAFETY KLEEN	394.8
Open	NBAZ - Warrant Clearing Account	Check	1078434	07/17/2019	Accounts Payable	PATRICK J SANDOVAL	285.6
Open	NBAZ - Warrant Clearing Account	Check	1078435	07/17/2019	Accounts Payable	PATRICK J SANDOVAL	923.9
Open	NBAZ - Warrant Clearing Account	Check	1078436	07/17/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,092.6
Open	NBAZ - Warrant Clearing Account	Check	1078437	07/17/2019	Accounts Payable	LANNY B SHERILL	225.0
Open	NBAZ - Warrant Clearing Account	Check	1078438	07/17/2019	Accounts Payable	JOE SHIRLEY JR	171.6
Open	NBAZ - Warrant Clearing Account	Check	1078439	07/17/2019	Accounts Payable	TERRIE J SLOAN	105.8
Open	NBAZ - Warrant Clearing Account	Check	1078440	07/17/2019	Accounts Payable	TERRY D SMITH	36.4
Open	NBAZ - Warrant Clearing Account	Check	1078441	07/17/2019	Accounts Payable	SPARKLETT'S WATER	83.3
Open	NBAZ - Warrant Clearing Account	Check	1078442	07/17/2019	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	190.8
Open	NBAZ - Warrant Clearing Account	Check	1078443	07/17/2019	Accounts Payable	ST JOHNS UNITED DRUG	6.1
Open	NBAZ - Warrant Clearing Account	Check	1078444	07/17/2019	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.0
Open	NBAZ - Warrant Clearing Account	Check	1078445	07/17/2019	Accounts Payable	REED D STRADLING	300.0
Open	NBAZ - Warrant Clearing Account	Check	1078446	07/17/2019	Accounts Payable	JASON YOUNG SUTTLES	250.0
Open	NBAZ - Warrant Clearing Account	Check	1078447	07/17/2019	Accounts Payable	SW ECOLOGY LLC	1,560.0
Open	NBAZ - Warrant Clearing Account	Check	1078448	07/17/2019	Accounts Payable	THE LIBRARY STORE INC	740.3
Open	NBAZ - Warrant Clearing Account	Check	1078449	07/17/2019	Accounts Payable	THE POUR STATION	120.0
Open	NBAZ - Warrant Clearing Account	Check	1078450	07/17/2019	Accounts Payable	TIP COMMUNICATIONS	750.0
Open	NBAZ - Warrant Clearing Account	Check	1078451	07/17/2019	Accounts Payable	TRAVIS M TRICKEY	620.3
Open	NBAZ - Warrant Clearing Account	Check	1078452	07/17/2019	Accounts Payable	TYLER TECHNOLOGIES INC	500.0
Open	NBAZ - Warrant Clearing Account	Check	1078453	07/17/2019	Accounts Payable	UNIFIRST CORPORATION	53.1
Open	NBAZ - Warrant Clearing Account	Check	1078454	07/17/2019	Accounts Payable	VALLEY AUTO PARTS	2,797.8
Open	NBAZ - Warrant Clearing Account	Check	1078455	07/17/2019	Accounts Payable	HEATHER VAN DER NOORD	384.0
Open	NBAZ - Warrant Clearing Account	Check	1078456	07/17/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	2,000.0
Open	NBAZ - Warrant Clearing Account	Check	1078457	07/17/2019	Accounts Payable	WHITE MOUNTAIN HEATING AND COOLING	466.0
Open	NBAZ - Warrant Clearing Account	Check	1078458	07/17/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	7.5
Open	NBAZ - Warrant Clearing Account	Check	1078459	07/17/2019	Accounts Payable	TAMMI JO WILKINS	160.0
Open	NBAZ - Warrant Clearing Account	Check	1078460	07/17/2019	Accounts Payable	ANTONIA WOOD	97.2
Open	NBAZ - Warrant Clearing Account	Check	1078461	07/17/2019	Accounts Payable	WOODLAND BUILDING CENTER	650.8
Open	NBAZ - Warrant Clearing Account	Check	1078462	07/17/2019	Accounts Payable	WORLD OF TRAVEL	1,124.3
Open	NBAZ - Warrant Clearing Account	Check	1078463	07/17/2019	Accounts Payable	DERRICK YAZZIE	154.0
Open	NBAZ - Warrant Clearing Account	Check	1078464	07/17/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	139.3
Open	NBAZ - Warrant Clearing Account	Check	1078465	07/18/2019	Accounts Payable	DERRICK ALAN BEGAY	30.0
Open	NBAZ - Warrant Clearing Account	Check	1078466	07/18/2019	Accounts Payable	LEVERIL GRAY	30.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078467	07/18/2019	Accounts Payable	PATRICK J SANDOVAL	30.0
Open	NBAZ - Warrant Clearing Account	Check	1078468	07/18/2019	Accounts Payable	ALTON JOE SHEPHERD	879.4
Open	NBAZ - Warrant Clearing Account	Check	1078469	07/18/2019	Accounts Payable	DERRICK YAZZIE	30.0
Open	NBAZ - Warrant Clearing Account	Check	1078470	07/18/2019	Accounts Payable	AZ DEPT OF REVENUE	1,721.3
Open	NBAZ - Warrant Clearing Account	Check	1078471	07/22/2019	Accounts Payable	RIETZ'S SERVICE	7,073.1
Open	NBAZ - Warrant Clearing Account	Check	1078506	07/23/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	690.5
Open	NBAZ - Warrant Clearing Account	Check	1078507	07/23/2019	Accounts Payable	APACHE COUNTY FSA	783.3
Open	NBAZ - Warrant Clearing Account	Check	1078508	07/23/2019	Accounts Payable	APACHE COUNTY HSA	4,275.4
Open	NBAZ - Warrant Clearing Account	Check	1078509	07/23/2019	Accounts Payable	APACHE COUNTY MEDICAL	180,128.0
Open	NBAZ - Warrant Clearing Account	Check	1078510	07/23/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	147,990.5
Open	NBAZ - Warrant Clearing Account	Check	1078511	07/23/2019	Accounts Payable	ASRS LEGACY EORP	5,889.1
Open	NBAZ - Warrant Clearing Account	Check	1078512	07/23/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	116,048.1
Open	NBAZ - Warrant Clearing Account	Check	1078513	07/23/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.0
Open	NBAZ - Warrant Clearing Account	Check	1078514	07/23/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,376.5
Open	NBAZ - Warrant Clearing Account	Check	1078515	07/23/2019	Accounts Payable	CORP DISABILITY	73.7
Open	NBAZ - Warrant Clearing Account	Check	1078516	07/23/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,326.2
Open	NBAZ - Warrant Clearing Account	Check	1078517	07/23/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,769.8
Open	NBAZ - Warrant Clearing Account	Check	1078518	07/23/2019	Accounts Payable	EODCRS DISABILITY	12.2
Open	NBAZ - Warrant Clearing Account	Check	1078519	07/23/2019	Accounts Payable	EORP LEGACY	2,720.3
Open	NBAZ - Warrant Clearing Account	Check	1078520	07/23/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.0
Open	NBAZ - Warrant Clearing Account	Check	1078521	07/23/2019	Accounts Payable	NATIONWIDE	2,102.3
Open	NBAZ - Warrant Clearing Account	Check	1078522	07/23/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.0
Open	NBAZ - Warrant Clearing Account	Check	1078523	07/23/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,234.5
Open	NBAZ - Warrant Clearing Account	Check	1078524	07/23/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,207.1
Open	NBAZ - Warrant Clearing Account	Check	1078525	07/23/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	47,453.1
Open	NBAZ - Warrant Clearing Account	Check	1078526	07/23/2019	Accounts Payable	RIO PUERCO ACRES	495.0
Open	NBAZ - Warrant Clearing Account	Check	1078527	07/23/2019	Accounts Payable	SECURITY BENEFIT GROUP	315.0
Open	NBAZ - Warrant Clearing Account	Check	1078528	07/23/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,741.1
Open	NBAZ - Warrant Clearing Account	Check	1078529	07/24/2019	Accounts Payable	ALLEGRA	135.4
Open	NBAZ - Warrant Clearing Account	Check	1078530	07/24/2019	Accounts Payable	AMAZON COM INC	755.3
Open	NBAZ - Warrant Clearing Account	Check	1078531	07/24/2019	Accounts Payable	ASPEN TIRE & OIL	34.4
Open	NBAZ - Warrant Clearing Account	Check	1078532	07/24/2019	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	4,894.3
Open	NBAZ - Warrant Clearing Account	Check	1078533	07/24/2019	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,080.0
Open	NBAZ - Warrant Clearing Account	Check	1078534	07/24/2019	Accounts Payable	AZ SUPREME COURT	9.0
Open	NBAZ - Warrant Clearing Account	Check	1078535	07/24/2019	Accounts Payable	AZ SUPREME COURT	9.0
Open	NBAZ - Warrant Clearing Account	Check	1078536	07/24/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	68.7
Open	NBAZ - Warrant Clearing Account	Check	1078537	07/24/2019	Accounts Payable	BOOT BARN	194.5
Open	NBAZ - Warrant Clearing Account	Check	1078538	07/24/2019	Accounts Payable	GLORIA BOWMAN	62.5
Open	NBAZ - Warrant Clearing Account	Check	1078539	07/24/2019	Accounts Payable	CDW GOVERNMENT LLC	1,309.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078540	07/24/2019	Accounts Payable	COCONINO COUNTY	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1078541	07/24/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	2,443.00
Open	NBAZ - Warrant Clearing Account	Check	1078542	07/24/2019	Accounts Payable	DISH NETWORK	73.00
Open	NBAZ - Warrant Clearing Account	Check	1078543	07/24/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.00
Open	NBAZ - Warrant Clearing Account	Check	1078544	07/24/2019	Accounts Payable	FRONTIER	1,188.00
Open	NBAZ - Warrant Clearing Account	Check	1078545	07/24/2019	Accounts Payable	GMCO CORPORATION	8,030.00
Open	NBAZ - Warrant Clearing Account	Check	1078546	07/24/2019	Accounts Payable	GOLIGHTLY TIRE	1,332.00
Open	NBAZ - Warrant Clearing Account	Check	1078547	07/24/2019	Accounts Payable	HOLLAND SALINE & LEWIS	407.00
Open	NBAZ - Warrant Clearing Account	Check	1078548	07/24/2019	Accounts Payable	KONICA MINOLTA	159.00
Open	NBAZ - Warrant Clearing Account	Check	1078549	07/24/2019	Accounts Payable	MISSION UNIFORM & LINEN	354.00
Open	NBAZ - Warrant Clearing Account	Check	1078550	07/24/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	399.00
Open	NBAZ - Warrant Clearing Account	Check	1078551	07/24/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	169.00
Open	NBAZ - Warrant Clearing Account	Check	1078552	07/24/2019	Accounts Payable	OCTOPUS CAR WASH INC	114.00
Open	NBAZ - Warrant Clearing Account	Check	1078553	07/24/2019	Accounts Payable	OFFICE DEPOT	286.00
Open	NBAZ - Warrant Clearing Account	Check	1078554	07/24/2019	Accounts Payable	PAGE STEEL	2,384.00
Open	NBAZ - Warrant Clearing Account	Check	1078555	07/24/2019	Accounts Payable	PERFECT PRINTZ LLC	75.00
Open	NBAZ - Warrant Clearing Account	Check	1078556	07/24/2019	Accounts Payable	QUILL CORP	448.00
Open	NBAZ - Warrant Clearing Account	Check	1078557	07/24/2019	Accounts Payable	RDO EQUIPMENT CO	215.00
Open	NBAZ - Warrant Clearing Account	Check	1078558	07/24/2019	Accounts Payable	RIGGS ELLSWORTH & PORTER PLC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1078559	07/24/2019	Accounts Payable	RUSH TRUCK CENTER	1,487.00
Open	NBAZ - Warrant Clearing Account	Check	1078560	07/24/2019	Accounts Payable	SALAM INTERNATIONAL INC	2,259.00
Open	NBAZ - Warrant Clearing Account	Check	1078561	07/24/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	101.00
Open	NBAZ - Warrant Clearing Account	Check	1078562	07/24/2019	Accounts Payable	SPARKLETT'S WATER	135.00
Open	NBAZ - Warrant Clearing Account	Check	1078563	07/24/2019	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	585.00
Open	NBAZ - Warrant Clearing Account	Check	1078564	07/24/2019	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	78.00
Open	NBAZ - Warrant Clearing Account	Check	1078565	07/24/2019	Accounts Payable	THE POUR STATION	97.00
Open	NBAZ - Warrant Clearing Account	Check	1078566	07/24/2019	Accounts Payable	THOMSON REUTERS WEST	425.00
Open	NBAZ - Warrant Clearing Account	Check	1078567	07/24/2019	Accounts Payable	TORRISON CONSULTING LLC	4,859.00
Open	NBAZ - Warrant Clearing Account	Check	1078568	07/24/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	29.00
Open	NBAZ - Warrant Clearing Account	Check	1078569	07/24/2019	Accounts Payable	VALLEY AUTO PARTS	289.00
Open	NBAZ - Warrant Clearing Account	Check	1078570	07/24/2019	Accounts Payable	VERIZON WIRELESS	341.00
Open	NBAZ - Warrant Clearing Account	Check	1078571	07/24/2019	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	74.00
Open	NBAZ - Warrant Clearing Account	Check	1078572	07/24/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	75.00
Open	NBAZ - Warrant Clearing Account	Check	1078573	07/24/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	12.00
Open	NBAZ - Warrant Clearing Account	Check	1078574	07/24/2019	Accounts Payable	AAA OR NORTHERN CALIFORNIA, NEVADA & UTAH	1,617.00
Open	NBAZ - Warrant Clearing Account	Check	1078575	07/24/2019	Accounts Payable	AALADIN SOUTHWEST INC	269.00
Open	NBAZ - Warrant Clearing Account	Check	1078576	07/24/2019	Accounts Payable	ACE UNIFORMS OF PHOENIX	122.00
Open	NBAZ - Warrant Clearing Account	Check	1078577	07/24/2019	Accounts Payable	ALSCO INC	350.00
Open	NBAZ - Warrant Clearing Account	Check	1078578	07/24/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	838.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078579	07/24/2019	Accounts Payable	CHARLI A ANDERSON	520.00
Open	NBAZ - Warrant Clearing Account	Check	1078580	07/24/2019	Accounts Payable	TAMARA WILHELM APPLGATE	29.00
Open	NBAZ - Warrant Clearing Account	Check	1078581	07/24/2019	Accounts Payable	ASHTONS REPAIR INC	460.00
Open	NBAZ - Warrant Clearing Account	Check	1078582	07/24/2019	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	200.00
Open	NBAZ - Warrant Clearing Account	Check	1078583	07/24/2019	Accounts Payable	AZ REPUBLIC	533.00
Open	NBAZ - Warrant Clearing Account	Check	1078584	07/24/2019	Accounts Payable	B & H WHOLESale POPCORN CANNERY	79.00
Open	NBAZ - Warrant Clearing Account	Check	1078585	07/24/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	884.00
Open	NBAZ - Warrant Clearing Account	Check	1078586	07/24/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	275.00
Open	NBAZ - Warrant Clearing Account	Check	1078587	07/24/2019	Accounts Payable	SARAH MAE BEGAY	315.00
Open	NBAZ - Warrant Clearing Account	Check	1078588	07/24/2019	Accounts Payable	BOB BARKER COMPANY INC	1,203.00
Open	NBAZ - Warrant Clearing Account	Check	1078589	07/24/2019	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1078590	07/24/2019	Accounts Payable	ASHLEE BROWN	187.00
Open	NBAZ - Warrant Clearing Account	Check	1078591	07/24/2019	Accounts Payable	BROWN'S PARTSMASTER INC	203.00
Open	NBAZ - Warrant Clearing Account	Check	1078592	07/24/2019	Accounts Payable	BURNHAM MORTUARY	414.00
Open	NBAZ - Warrant Clearing Account	Check	1078593	07/24/2019	Accounts Payable	CDW GOVERNMENT LLC	1,543.00
Open	NBAZ - Warrant Clearing Account	Check	1078594	07/24/2019	Accounts Payable	CELLULAR ONE NE AZ	628.00
Open	NBAZ - Warrant Clearing Account	Check	1078595	07/24/2019	Accounts Payable	CENTRAL ARIZONA SUPPLY	204.00
Open	NBAZ - Warrant Clearing Account	Check	1078596	07/24/2019	Accounts Payable	ELIZABETH RAE CERVERA	120.00
Open	NBAZ - Warrant Clearing Account	Check	1078597	07/24/2019	Accounts Payable	CHARM-TEX	872.00
Open	NBAZ - Warrant Clearing Account	Check	1078598	07/24/2019	Accounts Payable	CMS COMMUNICATIONS INC	95.00
Open	NBAZ - Warrant Clearing Account	Check	1078599	07/24/2019	Accounts Payable	GENE CONDIE	144.00
Open	NBAZ - Warrant Clearing Account	Check	1078600	07/24/2019	Accounts Payable	COOK'S CORRECTIONAL	110.00
Open	NBAZ - Warrant Clearing Account	Check	1078601	07/24/2019	Accounts Payable	RODGER DAHOZY	85.00
Open	NBAZ - Warrant Clearing Account	Check	1078602	07/24/2019	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	337.00
Open	NBAZ - Warrant Clearing Account	Check	1078603	07/24/2019	Accounts Payable	DELUXE	110.00
Open	NBAZ - Warrant Clearing Account	Check	1078604	07/24/2019	Accounts Payable	DIAMOND C FEEDS	43.00
Open	NBAZ - Warrant Clearing Account	Check	1078605	07/24/2019	Accounts Payable	DISH NETWORK	182.00
Open	NBAZ - Warrant Clearing Account	Check	1078606	07/24/2019	Accounts Payable	BRANNON EAGAR	486.00
Open	NBAZ - Warrant Clearing Account	Check	1078607	07/24/2019	Accounts Payable	JULIUS ELWOOD	1,238.00
Open	NBAZ - Warrant Clearing Account	Check	1078608	07/24/2019	Accounts Payable	EMBASSY SUITES	105.00
Open	NBAZ - Warrant Clearing Account	Check	1078609	07/24/2019	Accounts Payable	DORIS A FODERA	211.00
Open	NBAZ - Warrant Clearing Account	Check	1078610	07/24/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	804.00
Open	NBAZ - Warrant Clearing Account	Check	1078611	07/24/2019	Accounts Payable	FRANK'S SUPPLY COMPANY INC	198.00
Open	NBAZ - Warrant Clearing Account	Check	1078612	07/24/2019	Accounts Payable	FRONTIER	106.00
Open	NBAZ - Warrant Clearing Account	Check	1078613	07/24/2019	Accounts Payable	FRONTIER	72.00
Open	NBAZ - Warrant Clearing Account	Check	1078614	07/24/2019	Accounts Payable	FRONTIER	273.00
Open	NBAZ - Warrant Clearing Account	Check	1078615	07/24/2019	Accounts Payable	FRONTIER	73.00
Open	NBAZ - Warrant Clearing Account	Check	1078616	07/24/2019	Accounts Payable	FRONTIER	421.00
Open	NBAZ - Warrant Clearing Account	Check	1078617	07/24/2019	Accounts Payable	FRONTIER	158.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078618	07/24/2019	Accounts Payable	FRONTIER	162.00
Open	NBAZ - Warrant Clearing Account	Check	1078619	07/24/2019	Accounts Payable	FRONTIER	164.00
Open	NBAZ - Warrant Clearing Account	Check	1078620	07/24/2019	Accounts Payable	FRONTIER	21.00
Open	NBAZ - Warrant Clearing Account	Check	1078621	07/24/2019	Accounts Payable	FRONTIER	74.00
Open	NBAZ - Warrant Clearing Account	Check	1078622	07/24/2019	Accounts Payable	FRONTIER	247.00
Open	NBAZ - Warrant Clearing Account	Check	1078623	07/24/2019	Accounts Payable	FRONTIER	933.00
Open	NBAZ - Warrant Clearing Account	Check	1078624	07/24/2019	Accounts Payable	FRONTIER	57.00
Open	NBAZ - Warrant Clearing Account	Check	1078625	07/24/2019	Accounts Payable	FRONTIER	24.00
Open	NBAZ - Warrant Clearing Account	Check	1078626	07/24/2019	Accounts Payable	FRONTIER	193.00
Open	NBAZ - Warrant Clearing Account	Check	1078627	07/24/2019	Accounts Payable	FRONTIER	222.00
Open	NBAZ - Warrant Clearing Account	Check	1078628	07/24/2019	Accounts Payable	FRONTIER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1078629	07/24/2019	Accounts Payable	FRONTIER	224.00
Open	NBAZ - Warrant Clearing Account	Check	1078630	07/24/2019	Accounts Payable	FRONTIER	376.00
Open	NBAZ - Warrant Clearing Account	Check	1078631	07/24/2019	Accounts Payable	FRONTIER	4,585.00
Open	NBAZ - Warrant Clearing Account	Check	1078632	07/24/2019	Accounts Payable	FRONTIER	139.00
Open	NBAZ - Warrant Clearing Account	Check	1078633	07/24/2019	Accounts Payable	FRONTIER	139.00
Open	NBAZ - Warrant Clearing Account	Check	1078634	07/24/2019	Accounts Payable	GALLUP BLUEPRINT	812.00
Open	NBAZ - Warrant Clearing Account	Check	1078635	07/24/2019	Accounts Payable	GALLUP LUMBER & SUPPLY	192.00
Open	NBAZ - Warrant Clearing Account	Check	1078636	07/24/2019	Accounts Payable	CARLTON RONALD GILLESPIE	456.00
Open	NBAZ - Warrant Clearing Account	Check	1078637	07/24/2019	Accounts Payable	KIMBERLY GOLDSMITH	135.00
Open	NBAZ - Warrant Clearing Account	Check	1078638	07/24/2019	Accounts Payable	GOLIGHTLY TIRE	3,311.00
Open	NBAZ - Warrant Clearing Account	Check	1078639	07/24/2019	Accounts Payable	HAMBLIN & ASSOCIATES LLC	1,150.00
Open	NBAZ - Warrant Clearing Account	Check	1078640	07/24/2019	Accounts Payable	STEPHANIE HANNAH	365.00
Open	NBAZ - Warrant Clearing Account	Check	1078641	07/24/2019	Accounts Payable	ROSCOE GEORGE HERRERA	100.00
Open	NBAZ - Warrant Clearing Account	Check	1078642	07/24/2019	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	146.00
Open	NBAZ - Warrant Clearing Account	Check	1078643	07/24/2019	Accounts Payable	HIGH COUNTRY PROPANE	1,005.00
Open	NBAZ - Warrant Clearing Account	Check	1078644	07/24/2019	Accounts Payable	HILL AZ GROCERY STORE	12.00
Open	NBAZ - Warrant Clearing Account	Check	1078645	07/24/2019	Accounts Payable	HILL AZ GROCERY STORE	115.00
Open	NBAZ - Warrant Clearing Account	Check	1078646	07/24/2019	Accounts Payable	HILLYARD/FLAGSTAFF	1,619.00
Open	NBAZ - Warrant Clearing Account	Check	1078647	07/24/2019	Accounts Payable	HOME DEPOT	2,734.00
Open	NBAZ - Warrant Clearing Account	Check	1078648	07/24/2019	Accounts Payable	ROCHELLE HUBBELL	20.00
Open	NBAZ - Warrant Clearing Account	Check	1078649	07/24/2019	Accounts Payable	INFOGROUP LIBRARY DIVISION	1,353.00
Open	NBAZ - Warrant Clearing Account	Check	1078650	07/24/2019	Accounts Payable	GENEVA L JACKSON	175.00
Open	NBAZ - Warrant Clearing Account	Check	1078651	07/24/2019	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	683.00
Open	NBAZ - Warrant Clearing Account	Check	1078652	07/24/2019	Accounts Payable	KING SOOPERS	29.00
Open	NBAZ - Warrant Clearing Account	Check	1078653	07/24/2019	Accounts Payable	MICHAEL LATHAM	2,084.00
Open	NBAZ - Warrant Clearing Account	Check	1078654	07/24/2019	Accounts Payable	CEEJAYE LIVINGSTON	380.00
Open	NBAZ - Warrant Clearing Account	Check	1078655	07/24/2019	Accounts Payable	LOWES #24	299.00
Open	NBAZ - Warrant Clearing Account	Check	1078656	07/24/2019	Accounts Payable	MATFORCE	50.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078657	07/24/2019	Accounts Payable	MCKESSON MEDICAL SURGICAL	425.1
Open	NBAZ - Warrant Clearing Account	Check	1078658	07/24/2019	Accounts Payable	MERRILL FENCE COMPANY LLC	131.0
Open	NBAZ - Warrant Clearing Account	Check	1078659	07/24/2019	Accounts Payable	RETTA MOORE	67.1
Open	NBAZ - Warrant Clearing Account	Check	1078660	07/24/2019	Accounts Payable	DIANA M MORGAN	295.0
Open	NBAZ - Warrant Clearing Account	Check	1078661	07/24/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	315.1
Open	NBAZ - Warrant Clearing Account	Check	1078662	07/24/2019	Accounts Payable	NAPA	53.0
Open	NBAZ - Warrant Clearing Account	Check	1078663	07/24/2019	Accounts Payable	NAVAJO COUNTY	5,000.1
Open	NBAZ - Warrant Clearing Account	Check	1078664	07/24/2019	Accounts Payable	NAVAJO NATION FAIR	400.1
Open	NBAZ - Warrant Clearing Account	Check	1078665	07/24/2019	Accounts Payable	NAVAJO TRACTOR SALES INC	490.0
Open	NBAZ - Warrant Clearing Account	Check	1078666	07/24/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	39.0
Open	NBAZ - Warrant Clearing Account	Check	1078667	07/24/2019	Accounts Payable	NAVAJO WESTERNERS	191.0
Open	NBAZ - Warrant Clearing Account	Check	1078668	07/24/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	3,100.1
Open	NBAZ - Warrant Clearing Account	Check	1078669	07/24/2019	Accounts Payable	JULIE ANN NICHOLSON	227.1
Open	NBAZ - Warrant Clearing Account	Check	1078670	07/24/2019	Accounts Payable	NOEL'S INC	566.0
Open	NBAZ - Warrant Clearing Account	Check	1078671	07/24/2019	Accounts Payable	OFFICE DEPOT	282.0
Open	NBAZ - Warrant Clearing Account	Check	1078672	07/24/2019	Accounts Payable	DEBBIE L PADILLA	344.1
Open	NBAZ - Warrant Clearing Account	Check	1078673	07/24/2019	Accounts Payable	PERFECT PRINTZ LLC	363.0
Open	NBAZ - Warrant Clearing Account	Check	1078674	07/24/2019	Accounts Payable	PIMA COUNTY MEDICAL	2,300.1
Open	NBAZ - Warrant Clearing Account	Check	1078675	07/24/2019	Accounts Payable	PREMIUM PROPANE LLC	106.1
Open	NBAZ - Warrant Clearing Account	Check	1078676	07/24/2019	Accounts Payable	AMBER MARIE PRICE	138.1
Open	NBAZ - Warrant Clearing Account	Check	1078677	07/24/2019	Accounts Payable	PRO PETROLEUM	18,896.0
Open	NBAZ - Warrant Clearing Account	Check	1078678	07/24/2019	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	4,000.1
Open	NBAZ - Warrant Clearing Account	Check	1078679	07/24/2019	Accounts Payable	QUALITY CARQUEST	218.0
Open	NBAZ - Warrant Clearing Account	Check	1078680	07/24/2019	Accounts Payable	QUALITY READY MIX INC	1,273.0
Open	NBAZ - Warrant Clearing Account	Check	1078681	07/24/2019	Accounts Payable	QUILL CORP	2,063.0
Open	NBAZ - Warrant Clearing Account	Check	1078682	07/24/2019	Accounts Payable	RHINEHART OIL CO	19,569.0
Open	NBAZ - Warrant Clearing Account	Check	1078683	07/24/2019	Accounts Payable	RODE INN	619.1
Open	NBAZ - Warrant Clearing Account	Check	1078684	07/24/2019	Accounts Payable	ALEXANDRA NICOLA A RUPP	140.1
Open	NBAZ - Warrant Clearing Account	Check	1078685	07/24/2019	Accounts Payable	RUSH TRUCK CENTER	88.0
Open	NBAZ - Warrant Clearing Account	Check	1078686	07/24/2019	Accounts Payable	SAFELITE AUTO GLASS	209.0
Open	NBAZ - Warrant Clearing Account	Check	1078687	07/24/2019	Accounts Payable	RONALD SARRACINO	150.1
Open	NBAZ - Warrant Clearing Account	Check	1078688	07/24/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,784.1
Open	NBAZ - Warrant Clearing Account	Check	1078689	07/24/2019	Accounts Payable	SPARKLETT'S WATER	87.1
Open	NBAZ - Warrant Clearing Account	Check	1078690	07/24/2019	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	300.1
Open	NBAZ - Warrant Clearing Account	Check	1078691	07/24/2019	Accounts Payable	SUMMIT FUNERAL HOME	1,660.1
Open	NBAZ - Warrant Clearing Account	Check	1078692	07/24/2019	Accounts Payable	SUN RIDGE SYSTEMS, INC	815.1
Open	NBAZ - Warrant Clearing Account	Check	1078693	07/24/2019	Accounts Payable	SW ECOLOGY LLC	1,040.1
Open	NBAZ - Warrant Clearing Account	Check	1078694	07/24/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	165.0
Open	NBAZ - Warrant Clearing Account	Check	1078695	07/24/2019	Accounts Payable	THE POUR STATION	52.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1078696	07/24/2019	Accounts Payable	JEREL THOMAS	258.00
Open	NBAZ - Warrant Clearing Account	Check	1078697	07/24/2019	Accounts Payable	ALENA THOMPSON	400.00
Open	NBAZ - Warrant Clearing Account	Check	1078698	07/24/2019	Accounts Payable	THOMSON REUTERS WEST	2,850.00
Open	NBAZ - Warrant Clearing Account	Check	1078699	07/24/2019	Accounts Payable	TJP COMMUNICATIONS	175.00
Open	NBAZ - Warrant Clearing Account	Check	1078700	07/24/2019	Accounts Payable	TOWERING HOUSE EVENT SERVICES LLC	363.00
Open	NBAZ - Warrant Clearing Account	Check	1078701	07/24/2019	Accounts Payable	TRACTOR SUPPLY CO	758.00
Open	NBAZ - Warrant Clearing Account	Check	1078702	07/24/2019	Accounts Payable	KENDRA A TSO	406.00
Open	NBAZ - Warrant Clearing Account	Check	1078703	07/24/2019	Accounts Payable	RAYMOND EMPLOYEE TSOSIE	203.00
Open	NBAZ - Warrant Clearing Account	Check	1078704	07/24/2019	Accounts Payable	US GEOLOGICAL SURVEY	3,100.00
Open	NBAZ - Warrant Clearing Account	Check	1078705	07/24/2019	Accounts Payable	US POSTMASTER	120.00
Open	NBAZ - Warrant Clearing Account	Check	1078706	07/24/2019	Accounts Payable	VALLEY AUTO PARTS	1,041.00
Open	NBAZ - Warrant Clearing Account	Check	1078707	07/24/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	7,450.00
Open	NBAZ - Warrant Clearing Account	Check	1078708	07/24/2019	Accounts Payable	VERIZON WIRELESS	2,107.00
Open	NBAZ - Warrant Clearing Account	Check	1078709	07/24/2019	Accounts Payable	VERMEER SALES SOUTHWEST INC	298.00
Open	NBAZ - Warrant Clearing Account	Check	1078710	07/24/2019	Accounts Payable	WEKOPA RESORT & CONFERENCE CENTER	287.00
Open	NBAZ - Warrant Clearing Account	Check	1078711	07/24/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	59.00
Open	NBAZ - Warrant Clearing Account	Check	1078712	07/24/2019	Accounts Payable	MANDY LYNN WHITTING	30.00
Open	NBAZ - Warrant Clearing Account	Check	1078713	07/24/2019	Accounts Payable	MICHAEL B WHITTING	200.00
Open	NBAZ - Warrant Clearing Account	Check	1078714	07/24/2019	Accounts Payable	WOODLAND BUILDING CENTER	134.00
Open	NBAZ - Warrant Clearing Account	Check	1078715	07/24/2019	Accounts Payable	TIMOTHY M WRIGHT	161.00
Open	NBAZ - Warrant Clearing Account	Check	1078716	07/24/2019	Accounts Payable	LEILANI MICHELLE YAZZIE	495.00
Open	NBAZ - Warrant Clearing Account	Check	1078717	07/24/2019	Accounts Payable	YOUNGS FUTURE TIRE	3,851.00
Open	NBAZ - Warrant Clearing Account	Check	1078718	07/24/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	266.00
Open	NBAZ - Warrant Clearing Account	Check	1078719	07/29/2019	Accounts Payable	FLAGSTAFF COURTYARD	485.00
Open	NBAZ - Warrant Clearing Account	Check	1078720	07/29/2019	Accounts Payable	REDW LLC	9,360.00

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

7/25/19



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

Request approval of the minutes dated July 2, 2019 and July 25, 2019.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

July 2, 2019
St. Johns, Arizona

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

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

Timothy Hinton gave the invocation.

Robert Mackenzie led the Pledge of Allegiance.

Chairman Shirley called for the Public Health Services District items.

SueAn Stradling-Collins, Library Director, presented notification of the retirement of Library Specialist II, Christina Maennche, effective June 20, 2019 and recognition of her service. Mrs. Maennche was not present. No action was needed or taken.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between Greer Community Facilities Association and the Apache County Library District from July 1, 2019 through June 30, 2020 at the rate of 849.40 per month. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between the Vernon Community Park Committee and the Apache County Library District from July 1, 2019 through June 30, 2020 at the rate of \$25.00 per month. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between the Vernon Domestic Water Improvement District and the Apache County Library District from July 1, 2019 through June 30, 2020 at the rate of \$25.00 per month. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval to authorize SueAn Stradling-Collins, or other library district employee, blanket authority for Fiscal Year 2019-2020 to accept donations to our libraries in amounts up to \$1,000. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval for Fiscal Year 2019-2020 to make discarded library materials and gift materials which are out of scope for our collections, available to the following entities located in Apache County: libraries, schools, senior centers,

assisted living facilities, nursing homes, Boys and Girls Clubs, Lions Clubs, the Apache County Historical Society and Museum, community food banks, jails and prisons, Veterans groups, and other non-profit organizations. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval for Fiscal Year 2019-2020 to dispose of materials that have been donated to or withdrawn from our library collections, by offering them for sale at each of our library facilities. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Chairman Shirley called for the presentation by Craig Sullivan, Executive Director, County Supervisors Association. Mr. Sullivan provided a report on recent County Supervisors Association activities including a discussion on the recent legislative session and budget. No action was needed or taken.

Chairman Shirley presented the item to sit as the Board of Directors for the Apache County Juvenile Jail District and public hearing for the Truth in Taxation notification of the property tax as presented, with tax rates to be set at the August 5, 2019 Board of Supervisors meeting. **Mr. Simshauser moved to sit as the Board of Directors and open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Simshauser.** Vote was unanimous. **Mr. Shepherd moved to approve the Apache County Juvenile Jail District for the Truth in Taxation notification of the property tax as presented, with tax rates to be set at the August 5, 2019 Board of Supervisors meeting, seconded by Mr. Simshauser.** Vote was unanimous.

Chairman Shirley presented the item to sit as the Board of Supervisors and public hearing, for the Truth in Taxation notification of the primary property tax levy as presented, with tax rates to be set at the August 5, 2019 Board of Supervisors meeting. **Mr. Simshauser moved to sit as the Board of Supervisors and open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Simshauser moved to close the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. **Mr. Simshauser moved to approve the Truth in Taxation notification of the primary property tax levy as presented, with tax rates to be set at the August 5, 2019 Board of Supervisors meeting, seconded by Mr. Shepherd.** Vote was unanimous.

Chairman Shirley presented the item to sit as the Board of Directors and public hearing, for the 2019-2020 Final Budgets for the Apache County Library District, the Apache County Public Health Services District, the Apache County Flood Control District, the Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and Post-Secondary Education and corresponding tax rates as presented in the budget. **Mr. Simshauser moved to sit**

as the Board of Directors and open the public hearing, seconded by Mr. Shepherd. Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Simshauser moved to close the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. **Mr. Shepherd moved to approve the 2019-2020 Final Budgets for the Apache County Library District, the Apache County Public Health Services District, the Apache County Flood Control District, the Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and Post-Secondary Education and corresponding tax rates as presented in the budget, seconded by Mr. Simshauser.** Vote was unanimous.

Chairman Shirley presented the item to sit as the Board of Supervisors and public hearing regarding the adoption of the 2019-2020 Final Budget for Apache County. **Mr. Simshauser moved to sit as the Board of Supervisors and open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Simshauser.** Vote was unanimous. **Mr. Shepherd moved to approve the 2019-2020 Final Budget for Apache County, seconded by Mr. Simshauser.** Vote was unanimous.

APACHE COUNTY RESOLUTION FOR THE ADOPTION OF
THE BUDGET FISCAL YEAR 2019-20
RESOLUTION NO 2019-11

WHEREAS, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 4, 2019, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Apache County, and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Board met on June 4, 2019, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Board would meet on July 2, 2019, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. §42-17051(A),

THEREFORE BE IT RESOLVED, that said estimates of revenues and expenditures/expenses shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of Apache County for the fiscal year 2019-2020.

Passed and adopted by the Board of Supervisors of Apache County, this 2nd day of July 2019.

/s/ Joe Shirley, Jr.
Chairman, Board of Supervisors

ATTEST:
/s/ Ryan N. Patterson
Clerk of the Board

Chairman Shirley, on behalf of Emergency Management, presented the item for a public hearing to repeal Ordinance No. 2018-03 and possible adoption of the new Outdoor Fire Ordinance. **Mr. Simshauser moved to open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Shepherd moved to close the public hearings, seconded by Mr. Simshauser.** Vote was unanimous. **Mr. Shepherd moved to repeal Fire Ordinance 2018-03 and adopt the new Fire Ordinance, seconded by Mr. Simshauser.** Vote was unanimous.

ORDINANCE NO. 2019-10 OUTDOOR FIRE ORDINANCE

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No.2018-03 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restriction on certain outdoor fire; providing for the implementation of emergency fire restrictions; and specifying criminal penalties for violations.

Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, increased enforcement of restrictions, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, high human-caused risk potential, live fuel moisture is at or approaching historic thresholds, no significant relief in fire weather potential in the immediate forecast, large fire activity occurring on a unit (within the county) or within the region, and fire preparedness levels so indicate. An appropriate level of preparedness to meet wildland fire management objectives is based upon an assessment of vegetation, climate, and topography utilizing the National Fire Danger rating system (NFDRS).

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:

1. TITLE

This ordinance shall be known as the Apache County Outdoor Fire Ordinance.

2. REPEAL OF PRIOR ORDINANCE

Ordinance No.2018-03 the Open Outdoor Fire Ordinance is hereby repealed in its entirety.

3. EFFECTIVE AREA/ FIRE ZONES

This Ordinance is effective in the unincorporated area of Apache County, excluding areas under the jurisdiction of the United States, the State of Arizona, or a federally recognized Indian tribe. For the purpose of the Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.

4. PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR

- 4.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.

4.2 It is the duty of the Apache County Emergency Management Director/Manager, (after consultation as the Emergency Management Director/Manager deems appropriate, with the U.S. Forest Service (“USFS”), local fire districts, state, or municipal Emergency Management Directors, National Weather Service, or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.

4.2.1 The Emergency Management Director/Manager shall utilize the National Fire-Danger Rating System (NFDRS) and Fire Preparedness level indicators (www.fs.fed.us) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERCs) reading reaches 90% for at least 5 consecutive days.

4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.

4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Emergency Management Director shall recommend to the Chairman of the Board of Supervisors or designee, that such restrictions be ordered pursuant to the Chairman’s emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman’s order, the Emergency Management Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.

4.2.4 Upon issuance of the initial order, the County and Fire Departments/Districts shall suspend issuance of burning permits until the emergency fire restriction order is lifted.

4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per National Fire-Danger Rating System (NFDRS) and preparedness level indicators to determine the cancellation of restrictions

4.2.5.1 The Emergency Management Director/Manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update in restrictions at the next legally scheduled Board meeting.

5. Definitions

5.1 ‘Attendance’ Open burning, bonfires or recreational fires shall be constantly attended until the fire is completely and properly extinguished. Appropriate tools, equipment or approved devices and approved extinguishing agents such as dirt, sand, water or approved appropriate fire extinguishers shall be readily available for immediate utilization. A fire shall be considered “Unattended” if it is not constantly monitored with the appropriate

tools and equipment and properly extinguished.

- 5.2 'Authority Having Jurisdiction' (AHJ) Means an entity that has the authority and responsibility for developing, implementing, maintaining, and overseeing the qualification process within its organization or jurisdiction. This may be a state or Federal agency, training commission, NGO, private sector company, or a tribal or local agency such as a police, fire, or public works department. In some cases, the AHJ may provide support to multiple disciplines that collaborate as a part of a team (e.g., an IMT).
- 5.3 'Bonfire' means an outdoor fire utilized for ceremonial purposes and shall not be less than 50 feet (15,240 mm) from any structure.
- 5.4 'Charcoal Fire' means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.5 'Combustion Engines' means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.6 'Deliberate or Negligent' burning means to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property.
- 5.7 'Emergency Management Director' means the County official designated as such by the Board of Supervisors.
- 5.8 'Explosive or Reactive Targets' means targets that are reactive or explosive in nature and creates a big bang and/or a cloud of smoke.
- 5.9 'Factory Mutual' (FM) is the independent testing arm of the international insurance carrier, FM Global. FM approvals use scientific research and testing to make sure products conform to the highest standards for safety and property loss prevention.
- 5.10 'Firearms' means a weapon that launches one or more projectiles at a high velocity through the confined burning of a propellant.
- 5.11 'Fireworks' means any combustion or device consisting of a combination of explosives and combustible, detonated to generate colored lights, model rockets, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 5.12 'Flue' means a pipe, tube, channel, dust or passage through which hot air, gas, steam, smoke or fire may pass, such as chimney, stovepipe or stack.
- 5.13 'LPG' - LPG is a type of fuel consisting of hydrocarbon gases in liquid form. LPG is an abbreviation for 'liquefied petroleum gas.'
- 5.14 'Open Outdoor Fire' means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue to include the use of fire for the purposes of weed/debris abatement.

- 5.15 'Outdoor Fireplace/ Commercial Smoker' means devices that have been manufactured and or built to current, approved and tested standards (UL or FM listed or equivalent) or to approved building codes.
- 5.16 'Recreational Fire/Campfire' means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material.
- 5.17 'Red Flag Warning' (or 'Red Flag Conditions') means a determination by the National Oceanic and Atmospheric Administration to inform the County and other agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.
- 5.18 'Special Event' means a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body.
- 5.19 'Underwriter Laboratories' (UL) is a global safety science company, and the largest and oldest independent testing laboratory in the United States. Underwriters Laboratories tests the latest products and technologies for safety before they are marketed around the world.

6. NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7.

- 6.1 In it unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District or Department, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes.

During "Red Flag Warning" conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated areas of the affected zone(s).

- 6.2 The following fires are exempt from this restriction:

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by exempted activity.

- 6.2.1 Fires used only for cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fire); for the branding of animals; for the purpose of frost protection in farming or nursery; or for the disposal of flags pursuant to federal law.

- 6.2.2 Any fire set or permitted by any public official in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires or the control of an active wildfire.
- 6.2.3 Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County Agricultural agents for the purpose of disease and pest prevention.
- 6.2.4 Fire authorized by special permit issued by the Emergency Management Director/Manager or Fire Departments/Districts.
- 6.2.5 After coordination with the Emergency Management Director/Manager, fires set by or permitted by the federal government or any of its department, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.
- 6.2.6 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.
- 6.2.7 Fires permitted by Local Fire Chiefs within their jurisdiction.

7. **EMERGENCY FIRE RESTRICTIONS**

In addition to the non-emergency fire restrictions set forth in section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

- 7.1 During 'Red Flag Warning' conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated areas of the affected zone(s).
- 7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.
- 7.3 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.
 - 7.3.1 Burn permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.

- 7.4 Unless otherwise provided by law, it shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer or display fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, tracer bullets and/or explosive targets in the unincorporated areas of Apache County.

STAGE I: Fire Restrictions- Minimal

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire or campfire unless noted in the exemptions below.
2. Smoking outside of designated areas.
3. Use of any and all fireworks.
4. Use of explosive targets.
5. Use of tracer round ammunition.

Note: for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore, the wording for the prohibition may be slightly different.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability.*

1. Persons obtaining a written "Special Use Permit" from the "Authority Having Jurisdiction" that specifically authorizes the otherwise prohibited act.
2. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible items include propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.
3. Smoking within enclosed buildings and inside vehicles is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes,

- cigars, or other smoking materials from a vehicle, or from ones' possession in a public place (ARS 13-1603.a.1).
4. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices with UL and/or FM approval can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. A person of appropriate age must always maintain a presence with the device when in operation.
 5. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
 6. Emergency repairs of public utilities and railroads as per attached conditions.
 7. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
 8. All land within a city boundary is exempted unless stated by city ordinance.
 9. Other exemptions unique to each "Authority Having Jurisdiction".

STAGE II: Fire Restrictions- Moderate to Severe

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood including fires in developed campgrounds or improved sites.
2. Smoking outside of designated areas.
3. Outdoor Mechanical and Industrial Prohibitions:
 - a. Operating any electric device or internal combustion engine in the course of mechanical or industrial operations that would produce open flames or sparks.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Discharging a firearm.
7. Use of explosive targets.
8. Use of tracer round ammunition.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of

the offense in accordance with *Arizona Revised Statute 13-1709: Emergency response and investigation costs; civil liability.*

1. Persons obtaining a written "Special Use Permit" from the "Authority Having Jurisdiction" that specifically authorizes the otherwise prohibited act.
2. Fires used only for the cooking of food or for providing warmth for human beings in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible items include propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.
3. Smoking within enclosed buildings and inside vehicles is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place (ARS 13-1603.a.1).
4. Industrial operations where specific operations and exemptions are identified, and mitigation measures are implemented as outlined in an agency plan.
5. Persons operating equipment with UL and/or FM approval and spark arrestors such as chainsaws (electric or internal combustion engine), lawnmowers and landscaping equipment in maintained, landscaped space.
6. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
7. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices with a UL and/or FM approval can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. A person of appropriate age must always be present with the device when in operation.
8. Operating generators with a UL and/or FM approval and an approved spark arresting device within an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
9. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
10. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
11. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.

12. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
13. All land within a city boundary is exempted unless otherwise stated by city ordinance.
14. Discharging firearms is permissible while engaged in a lawful hunt pursuant to state, federal or tribal laws or regulations or in an agency designated shooting range.
15. Other exemptions unique to each 'Authority Having Jurisdiction'.

8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1 Fires set or permitted by an authorized public, federal, state, or local official in the performance of the officer's official duties.
- 8.2 Fires set or permitted by the State Entomologist or Apache County Agricultural agents for the purpose of disease and pest prevention.
- 8.3 After coordination with the Emergency Management Director/Manager, fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.
- 8.4 Fires permitted by the Emergency Management Director/ Manager or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.
- 8.5 Fire permitted by the Local Fire Chiefs within their jurisdiction.

9. FAILURE TO OBEY LAWFUL ORDER

The failure to obey a lawful order by the Emergency Management Director/Manager, a certified peace officer, a firefighter or other officer of a Fire District/Fire Department, or uniformed personnel or certified peace officer of the USFS or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

10. ENFORCEMENT/PENALTIES

- 10.1 This Ordinance may be enforced by the Emergency Management Director/Manager or designee, any certified peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of Fire District/Fire Department acting within the authorized officials' area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.
- 10.2 Civil Violation. Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) or more than seven hundred and fifty dollars (\$750) plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.3 Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) or more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.4 Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Apache County Board of Supervisor at St. John's, Arizona on July
2,2019. /s/ Dr. Joe Shirley Jr., Board Chairman /s/ Ryan Patterson, County Manager

Mr. Simshauser moved to open the public hearing regarding the Apache County GIS Department Fee Schedule, pursuant to ARS §11-251.08, seconded by Mr. Shepherd. Vote was unanimous. There was no one wanting to address the Board during the public hearing. Mr. Simshauser moved to close the public hearing, seconded by Mr. Shepherd. Vote was

unanimous. **Mr. Simshauser moved to approve the Apache County GIS Department Fee Schedule, pursuant to ARS §11-251.08, seconded by Mr. Shepherd.** Ferrin Crosby, County Engineer, stated this is to establish GIS data fees for companies to use in their software. Vote was unanimous.

Chairman Shirley presented the Consent Agenda items A-H. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 4, 2019 and July 2, 2019. Demands are payments made, or to be made, by the County. Payee Amount A & E REPROGRAPHICS 1,998.00 A & M GRAPHICS LLC 2,177.74 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,244.94 JUDITH A BENDER 1,275.00 CONTINUANT INC 1,015.20 EMPIRE MACHINERY 2,441.32 FARONICS TECHNOLOGIES USA INC 3,207.12 FRONTIER 1,821.88 GMCO CORPORATION 4,015.30 HATCH CONSTRUCTION 2,014.30 INGRAM LIBRARY SERVICES 5,674.34 JONES SKELTON & HOCHULI PLC 7,438.90 LAWSON PRODUCTS INC 3,819.70 NATIONAL BANK 3,338.92 NATIONAL BANK OF ARIZONA 0085 2,068.75 NATIONAL BANK OF ARIZONA 0186 1,878.76 NAVAJO TRIBAL UTILITY AUTHORITY 2,535.24 PACIFIC PONDEROSA CO INC 42,497.92 QUEST ENTERPRISES INC 2,584.20 QUILL CORP 2,927.82 R AND B TREE REMOVAL 1,600.00 RDO EQUIPMENT CO 1,070.79 RHINEHART OIL CO 2,022.21 PATRICK J SANDOVAL 2,456.64 SKY BLUE HVAC LLC 1,543.00 SW ECOLOGY LLC 1,360.19 THE AARONS COMPANY LLC 3,000.00 TRINITY SERVICES GROUP INC 17,441.33 VERITAS RESEARCH CONSULTING 4,250.00 VERIZON WIRELESS 2,991.34 TAMMI JO WILKINS 1,817.64 YAVAPAI COUNTY GOVERNMENT 15,000.00 APACHE COUNTY HSA 3,679.57 APACHE COUNTY MEDICAL 169,142.47 APACHE COUNTY TAX WITHHOLDING 139,334.37 ASRS LEGACY EORP 5,933.16 AZ STATE RETIREMENT SYSTEM 107,382.52 COLONIAL LIFE AND ACCIDENT INS 1,430.20 CORRECTIONS OFFICER RET PLAN 9,001.54 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,891.18 EORP LEGACY 2,723.78 NATIONWIDE 2,169.11 NATIONWIDE TRUST FSB 3,205.22 PUBLIC SAFETY PERSONNEL 401 15,987.81 PUBLIC SAFETY SHERIFF RET 43,012.31 SUPPORT PAYMENT CLEARINGHOUSE 1,741.14 A TO Z THE TIRE LADY INC 1,577.05 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,568.78 ARIZONA STATE FORESTRY DIVISION 21,746.55 AZ COUNTIES INSURANCE POOL 10,250.00 AZLGEBT 328,791.14 BLUE HILLS ENVIRONMENTAL 1,323.97 BOB BARKER COMPANY INC 1,014.23 BROWN'S PARTSMaster INC 1,198.09 CDW GOVERNMENT LLC 7,691.24 CELLEBRITE USA INC 4,018.20 CIVIL & ENVIRONMENTAL CONSULTANTS INC 19,344.17 VICTOR J CLYDE 1,081.93 EMPIRE MACHINERY 1,604.08 GALLUP LUMBER & SUPPLY 9,748.47 GUARDIAN TRACKING 3,711.00 MOUNTAIN LEGAL PLLC 1,468.50 NAVOPACHE ELECTRIC COOPERATIVE 6,148.00 PACIFIC PONDEROSA CO INC 2,906.02 PIMA COUNTY MEDICAL 5,137.74 PSYCHOLOGICAL AND CONSULTING SERVICES 4,000.00 QUILL CORP 4,200.91 RHINEHART OIL CO 36,475.87 RUSH TRUCK CENTER 1,590.85 LAURENCE SCHIFF 1,800.00 SECURUS TECHNOLOGIES INC 2,904.86 ST JOHNS EMERGENCY SERVICES 1,024.09 TORRISON CONSULTING LLC 10,645.00 US CORRECTIONS LLC 3,277.00 VALLEY AUTO PARTS 1,779.54 VERITAS RESEARCH CONSULTING 9,500.00 WHITE MOUNTAIN COMMUNICATIONS 1,178.64 WILSON INVESTIGATIVE

SERVICES 2,778.00 YAZZIE'S AUTO PARTS INC 1,242.26 JAY YELLOWHORSE
1,026.50 RTW LLC 2,405.35 PROFORCE LAW ENFORCEMENT 1,733.02 ABEITA
GLASS CO 1,700.00 ADHS AZ HEALTH CARE COST 22,400.00 AMAZON CAPITAL
SERVICES INC (IT DEPT) 5,000.06 ARIZONA COALITION FOR VICTIM SERVICES
1,350.00 AZLGEBT 1,025.00 B & H PHOTO VIDEO PRO AUDIO 11,971.92 BAUMAN
HOME AND AUTO INC 2,307.31 BI2 TECHNOLOGIES LLC 11,758.00 BIHN &
MCDANIEL PLC 20,000.00 BREWER LAW OFFICE PLLC 8,500.00 CDW GOVERNMENT
LLC 1,458.77 CHANGEPOINT INTEGRATED HEALTH 6,920.00 COURTESY
CHEVROLET 32,192.35 CRIBS FOR KIDS INC 1,081.97 DELL COMPUTER
CORPORATION 1,684.57 DIAMOND DRUGS INC 6,011.45 EASTERN ARIZONA
COUNTIES ORGANIZATION EAC 6,000.00 EM HALE LAW 2,700.50 EMPIRE
MACHINERY 7,843.99 FRONTIER 1,242.15 FULLERFORM SYSTEMS INC 1,582.00
HAMBLIN & ASSOCIATES LLC 2,650.00 HAMBLIN LAW OFFICE PLC 8,500.00
HILLYARD/FLAGSTAFF 2,556.27 HISTORICSTREETSCAPES PLLC 10,327.50
KATHLEEN M MCGUIRE PSY D LLC 1,825.00 LEGATE, PENROD & ASSOCIATES
8,500.00 STEPHANIE MCCARTHY 5,837.87 MESA ENTERPRISES INC 3,106.99
MOUNTAIN COMFORT HEATING AND COOLING 21,987.20 MULTICARD
5,064.50 NAVAPACHE CHEM DRY 2,935.60 NAVOPACHE ELECTRIC COOPERATIVE
12,606.10 NEWMAN SIGNS INC 2,207.29 NICK D PATTON ATTORNEY AT LAW PLLC
1,149.50 OFFICE OF THE AUDITOR GENERAL 9,500.00 ORACLE ENGINEERING
GROUP INC 2,100.00 DANA BRYCE PATTERSON 8,500.00 PITNEY BOWES
3,761.76 QUILL CORP 5,583.36 RELIAS LLC 2,425.99 RHINEHART OIL CO 44,194.28
RITE OF PASSAGE INC 1,861.20 SANDSTONE PUBLIC RELATIONS 1,500.00
SECURUS TECHNOLOGIES INC 2,264.22 SIERRA PROPANE 1,167.09 SOUTHWEST
RUBBER & SUPPLY CO INC 2,864.09 ST JOHNS CITY 2,306.77 SW ECOLOGY LLC
1,100.00 SYSTEM EXCHANGE CORPORATION 5,800.00 TABLE TOP TELEPHONE
COMPANY INC 1,092.31 TJP COMMUNICATIONS 1,305.03 TYLER TECHNOLOGIES
INC 15,259.24 US POSTMASTER 4,487.06 VERITAS RESEARCH CONSULTING
2,000.00 WEBGROUP MEDIA LLC 3,672.00 WRIGHT EXPRESS FSC 6,444.63
APACHE COUNTY HSA 4,696.24 APACHE COUNTY MEDICAL 174,269.35
APACHE COUNTY TAX WITHHOLDING 137,726.94 ASRS LEGACY EORP 5,933.16
AZ STATE RETIREMENT SYSTEM 107,785.36 COLONIAL LIFE AND ACCIDENT INS
1,430.20 CORRECTIONS OFFICER RET PLAN 9,980.21 CORRECTIONS OFFICER
RETIREMENT PLAN 520 4,560.54 EORP LEGACY 2,723.78 NATIONWIDE 2,102.38
NATIONWIDE TRUST FSB 3,173.00 PUBLIC SAFETY PERSONNEL 401 15,987.81
PUBLIC SAFETY SHERIFF RET 40,614.18 SUPPORT PAYMENT CLEARINGHOUSE
1,741.14 4IMPRINT 1,109.32 AMAZON CAPITAL SERVICES INC (IT DEPT) 2,644.55 AU
EQUIPMENT LLC 15,889.09 AZ DEPT OF HEALTH SERVICES 1,290.00 AZ DEPT OF
TRANSPORTATION 9,634.01 BALLARD TRUSS LLC 1,338.00 BEACON FIRE AND
SECURITY LLC 1,562.51 BOB BARKER COMPANY INC 1,273.56 BUFFALO FENCE &
BARN CO 6,192.45 BURNHAM MORTUARY 1,148.50 CDW GOVERNMENT LLC 4,471.45
CELLULAR ONE NE AZ 1,074.30 COCONINO COUNTY 1,860.00 DELL COMPUTER
CORPORATION 6,700.01 DKP & CO CONCRETE REPAIR 3,874.50 DKP & CO
CONCRETE REPAIR 3,874.50 GENES FRAME & ALIGNMENT INC 3,636.17 HATCH
CONSTRUCTION 2,101.46 KIMBALL EQUIPMENT COMPANY 2,573.90 LARRY H
MILLER FORD MESA 37,116.68 MOUNTAIN COMFORT HEATING AND COOLING

1,110.00 NATIONAL BUSINESS FURNITURE 3,049.32 NAVAJO TRIBAL UTILITY
AUTHORITY 3,486.32 NAVOPACHE ELECTRIC COOPERATIVE 2,753.16 NORCHEM
DRUG TESTING LABORATORY 1,234.40 NORTHLAND PIONEER COLLEGE 276,932.62
PIMA COUNTY MEDICAL 2,300.00 QUILL CORP 7,149.10 SANDERS UNIFIED SCHOOL
DISTRICT 3,900.00 SECURUS TECHNOLOGIES INC 1,001.20 SOUTHWEST
TRANSMISSION OF SHOW LOW 1,044.80 SW ECOLOGY LLC 1,110.00 THOMSON
REUTERS WEST 1,521.73 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY 1,509.54
US CORRECTIONS LLC 1,177.50 VERITAS RESEARCH CONSULTING 2,500.00 WHITE
MOUNTAIN AMBULANCE SERVICE INC 1,526.06 WHITE MOUNTAIN REGIONAL
MEDICAL CENTER 1,509.47 YAZZIE'S AUTO PARTS INC 1,124.06 PITNEY BOWES
RESERVE ACCOUNT 5,000.00 Specific details of the demands may be requested through the
County public record request process. B. Request approval of the minutes dated June 4, 2019.
C. Request approval to designate Timothy Hinton as the Chief Fiscal Officer responsible for the
county's expenditure limitation report in accordance with A.R.S. §41-1279.07(E). Probation
Services: D. Request appointment of Timothy Hinton, Finance Director, as the Chief Fiscal
Officer for both the Adult and Juvenile divisions in accordance with A.R.S. §12-68A and the AZ
Code of Judicial Administration Part 6, Sections 6-206 and 6-301. Human Resources: E. District
III: Request approval to create an Equipment Operator 1 (Range 34) position. F. District II:
Request approval to increase the salary of District Manager Gabriel A. Freeland to \$71,713.00.
Community Development: G. Request approval of a Conditional Use Permit allowing Kemper
Burt with Gorilla FarmCo, Inc to develop an Industrial Hemp Farm on a portion of a 1,474-acre
parcel. The farm would include two 24'x 80' hoop houses within a fenced enclosure and
irrigated fields. Property is located off highway 180 & Apache County Road 5152 in
Hunt, Arizona; A.P.N. 204-01-012 & 204-01-007E. The Planning & Zoning Commission
unanimously approved on June 6, 2019 with conditions. H. Request approval of a Conditional
Use Permit application allowing Navopache Electric Cooperative to construct a 160-foot
communications tower. Property is located on TV Hill north of highway 61 between St. Johns
and Concho. A.P.N. 203-01-005D. The Planning & Zoning Commission unanimously
recommended approval on June 6, 2019. Vote was unanimous approval on consent items A-H.

Malena Bazaruto, on behalf of District III, requested approval of an agreement between Vernon
Fire and Apache County for Vernon Fire Department to work on mitigation projects under the
already executed WFHF 14-211 grant contract for hazardous fuels reduction. Costs associated
with the agreement will be paid utilizing WFHF 14-211 funds. **Mr. Shepherd moved approval,
seconded by Mr. Simshauser.** Vote was unanimous.

Ada Guinn, on behalf of Probation Services, requested approval of an ongoing Family
Counseling Grant. Apache County will provide \$2,494.00 in matching funds and the State of
Arizona will disburse \$9,981 for a total of \$12,475. **Mr. Shepherd moved approval, seconded
by Mr. Simshauser.** Vote was unanimous.

Ada Guinn, on behalf of Probation Services, requested approval to eliminate three (3) vacant
Juvenile Detention Officer positions (range 31) and create three (3) Probation Officer II positions
(range 43). Mrs. Guinn stated these positions are funded by the Arizona Office of Courts (AOC)
and will not impact county funds. **Mr. Shepherd moved approval, seconded by Mr.
Simshauser.** Vote was unanimous.

Ada Guinn, on behalf of Probation Services, requested approval to increase the salary for Paul Hancock, Chief Probation Officer to mid-range. Mrs. Guinn stated this is an increase of \$13,406.53. Probation will be able to sustain this increase without impacting the County's general fund. Mrs. Guinn stated since his appointment, Chief Hancock has completed his master's degree, taken on a leading role in the Apache County Youth Council and is the Director of the Teen Legacy Centers and with the additional responsibilities, feel this is justified. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Stephanie McCarthy, Human Resources Manager, on behalf of the Clerk of the Court, requested authorization to eliminate two vacant Courtroom Clerk I position (Range 27) and one vacant Courtroom Clerk III position (Range 35) and create three Deputy Legal Assistant I position (Range 30); convert an Accounting Specialist III position (Range 30) to a Judicial Account Specialist III position (Range 32); and convert an Office Manager position (Range 36) to a Deputy Legal Assistant III position (Range 40). Ms. McCarthy stated these changes will result in a cost of approximately \$5,000 and have been budgeted for FY20 and is within their budget. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Bowen Udall, Chief Deputy Recorder, requested approval of an agreement between the Arizona Secretary of State and the Records Office for participation in the Systematic Alien Verification for Entitlements (SAVE) program. Mr. Udall stated the cost is minimal and is on an as needed basis. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

David Romero, Chief Deputy Treasurer, requested approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total tax to be abated; \$1,478.48, total interest to be abated; \$1,826.63, total fees to be abated zero, for a total of \$3,305.11. Mr. Romero stated a list of parcels included in the abatement are available in the Treasurer's Office or in the agenda backup material on the County website. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to replace the current fuel delivery system using Eaton Sales and Service LLC., utilizing State Contract #ADEQ17-143565. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

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

Approved this 5th day of August 2019.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

July 25, 2019
St. Johns, Arizona

Participating via the telephone was Chairman Joe Shirley, Jr. and Vice Chairman Travis Simshauser. Present was County Manager/Clerk of the Board Ryan Patterson and County Engineer Ferrin Crosby.

Chairman Shirley called to order the Board of Supervisors meeting at 10:01 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Ferrin Crosby, County Engineer, on behalf of the Superior Court, requested approval to award the Pre-Construction Contract for the "Lodge" to Nicoll Construction for \$5,000. **Mr. Simshauser moved approval, seconded by Mr. Shirley.**

Supervisor Alton Shepherd joined the meeting telephonically.

Judge Michael Latham thanked the Board for holding a special meeting and recommended approval of the contract.

Supervisor Shepherd stated he supported approval of the contract. Vote was unanimous.

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

Approved this 5th day of August 2019.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

7/24/19 

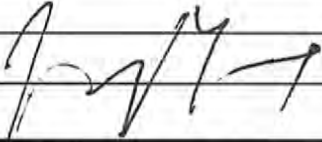
Describe in detail what you want to say to the Board and what action you want the Board to take:
Request approval of a resolution recognizing August as Child Support Awareness Month.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____





RYAN N. PATTERSON
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.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

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

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

***CHILD SUPPORT AWARENESS MONTH*
Resolution No. 2019-_____**

WHEREAS, the County of Apache joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

WHEREAS, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

WHEREAS, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, child support awareness month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

NOW THEREFORE, the Apache County Board of Supervisors hereby proclaim the month of August 2019 as **CHILD SUPPORT AWARENESS MONTH**

PASSED AND ADOPTED this 5th day of August 2019.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA
★
PROCLAMATION

WHEREAS, the State of Arizona joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

WHEREAS, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity, and kindness, as well as being an overall champion for economic growth and opportunity; and

WHEREAS, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, child support awareness month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim August 2019 as

CHILD SUPPORT AWARENESS MONTH



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

Douglas A. Ducey
GOVERNOR

DONE at the Capitol in Phoenix on this third day of July in the year Two Thousand and Nineteen and of the Independence of the United States of America the Two Hundred and Forty-Third.

ATTEST:

[Signature]

SECRETARY OF STATE

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

7/24/19 *RP*

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

Request approval of a letter of support regarding the Arizona Game and Fish Department's plan to update the fish hatchery infrastructure supporting continued healthy outdoor recreation throughout Arizona's waters.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials *RP*

Beth Bond

From: Romo, Christian A <ChristianRomo@azdes.gov>
Sent: Tuesday, July 16, 2019 1:29 PM
Subject: Proclamation Request for Child Support Awareness Month, August 2019
Attachments: Governor's Proclamation - Child Support Awareness Month, 2019.pdf; County Proclamation Draft Template.docx; Mayoral Proclamation Draft Template.docx; Apache County 2018.pdf; Yuma County 2018.pdf; Kingman 2018.pdf; Tucson 2018.pdf; Chandler 2018.pdf

Dear Colleague:

Governor Ducey has proclaimed August Child Support Awareness Month (Proclamation attached). I am seeking your help and community assistance in promoting Child Support Awareness throughout the month of August. The Department of Economic Security, Division of Child Support Services is kindly asking for you to issue a Proclamation in support of Child Support Awareness Month.

As stated in the Proclamation, "the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity." Your partnering efforts are a valuable resource to us as we engage with parents and children throughout the state of Arizona.

I have provided a Word document template, as well as previous city, town, and county Proclamations from the previous year of 2018, to help aid you in the drafting of your respective Proclamation.

I encourage you to post the Proclamation in your offices and public areas, share it with the people you serve, feature it in your newsletters, and send it to your list serves. Please encourage your contacts to contact me if they have questions and/or planned events at which the Proclamation can be endorsed and/or DES Child Support Services can participate.

I thank you for your assistance, and I look forward to hearing from you. Please feel free to contact me at ChristianRomo@azdes.gov.

Thank you,

Christian A. Romo
Outreach & Community Relations
State of Arizona
Department Of Economic Security
Division of Child Support Services
Phone: (602) 771 – 6279
Email: ChristianRomo@azdes.gov

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

Beth Bond

From: Diana Morgan on behalf of Ryan Patterson
Sent: Monday, July 8, 2019 5:22 PM
To: Beth Bond
Subject: FW: Arizona Game and Fish Department - Fish Hatcheries

Diana Morgan

Apache County Manager's Office
POB 428
St. Johns, Arizona 85936

P (928)337-7503
F (928)337-2003

dmorgan@co.apache.az.us

From: Edward Sanchez <esanchez@azgfd.gov>
Sent: Monday, July 8, 2019 4:38 PM
To: Ryan Patterson <rpatterson@co.apache.az.us>
Cc: David Fernandez <dfernandez@azgfd.gov>
Subject: Arizona Game and Fish Department - Fish Hatcheries

Mr. Patterson,
Arizona Game and Fish Department (Department) own and operate six fish hatcheries in the state. We request that the Apache County Board of Supervisors consider approving a letter or resolution in support of the Department's plans to update its hatchery infrastructure. We will be proposing a \$3 million hatchery investment in our FY2021 budget next year and intend to approach other counties, cities, business and conservation groups to support our efforts. Budget approval is contingent upon support by the Governor and the state legislature. So far, we have received unanimous support but this issue is too important to take any chances.

The Department does not receive any state general funds -- we generate our own revenues through hunt and fish licenses and other fees - but still require approval through the state legislative process to expend our own funds. These six fish hatcheries are a big part of our "serving the public" success so it is critical that the Department manages these hatcheries wisely to ensure that we continue to generate revenue and fish experiences for the state.

I have attached background information and a draft sample letter for you to use as a guide when you prepare your own letter or resolution. We would like you to consider having this support placed on your Board meeting agenda at your earliest convenience. If possible, we would like the Supervisors to vote in support at one of their Board meetings in August or September. Let me know if you require any additional information from us. David Fernandez or I are available to respond to any questions you may have about hatchery infrastructure funding.

Ed Sanchez
Legislative Liaison
Arizona Game and Fish Department
480-493-8586



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

BOARD OF SUPERVISORS OF APACHE COUNTY

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

TELEPHONE: (928) 337-7503
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JOE SHIRLEY, JR.
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TRAVIS SIMSHAUSER
VICE CHAIRMAN OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

August 5, 2019

Edward Sanchez
Legislative Liaison
Arizona Game and Fish Department

Dear Mr. Sanchez,

We, the Apache County Board of Supervisors wish to state our support of the Arizona Game and Fish Department's continued effort to provide healthy outdoor recreation by creating and maintaining opportunities to fish in Arizona's waters. Every year the Department produces an average of 385,000 pounds of fish and stocks them in 118 locations throughout Arizona including the Colorado River and urban waters in 21 communities. Almost all trout harvested in Arizona are stocked from one of the six hatcheries owned and operated by the Arizona Game and Fish Department.

The 350,000+ anglers who pursue these fishing opportunities in Arizona spend over \$950 million on equipment and trip-related expenditures alone. As a whole, recreational sport fishing produces \$1.47 billion in economic benefits and supports 20,038 jobs for the state of Arizona. The majority of these recreation driven jobs are located in rural Arizona. These hatcheries directly contribute to our local economies in Apache County, supporting several million in trip related expenditures by locals and visitors to the County.

Arizona Game and Fish Department hatcheries also support the recovery of endangered species in our state's waterways including native Gila and Apache trout. The continued presence of native trout and opportunities for sport fishing in our waters depend on the ability of these hatcheries to produce enough fish to preserve imperiled populations and to meet angler demand.

Threats from wildfires, water quality and disease prevention are a few challenges hatchery operations face while striving to serve a growing population with an aging hatchery infrastructure. The current increase in the demand for sport fish in Arizona, a decrease in hatchery water supplies and the current state of hatchery infrastructure result in an annual shortfall of approximately 110,000 pounds of trout and 230,000 pounds of warm water sport

fish. Last renovated more than 25 years ago, the Department's fish hatcheries are in clear need of major maintenance and updates to maintain current levels of production.

Apache County supports the Department's plans for major maintenance of its hatcheries to meet the current demand for fish and eliminate these production shortfalls. This critical step of updating hatchery infrastructure will enhance the preservation of our state's unique fish populations, continue growth of healthy outdoor recreation, and further bolster Arizona's economy.

Sincerely,

Dr. Joe Shirley, Jr.
Chairman of the Board



MARICOPA COUNTY

Total Economic Impacts	
Direct Expenditures	\$367,346,919
Total Multiplier Effect	\$462,551,743
Salaries and Wages	\$92,487,736
Full-Time / Part-Time Jobs	4,833
State Tax Revenues	\$18,946,517
Angler Days	
Total Angler Days	1,853,285
AZ Resident in Own County	1,573,529
AZ Resident Traveling	231,910
Non-Resident	47,846

GILA COUNTY

Total Economic Impacts	
Direct Expenditures	\$60,555,467
Total Multiplier Effect	\$71,928,829
Salaries and Wages	\$11,527,056
Full-Time / Part-Time Jobs	1,182
State Tax Revenues	\$2,766,493
Angler Days	
Total Angler Days	661,537
AZ Resident in Own County	131,646
AZ Resident Traveling	486,432
Non-Resident	43,459

YAVAPAI COUNTY

Total Economic Impacts	
Direct Expenditures	\$45,217,452
Total Multiplier Effect	\$56,408,771
Salaries and Wages	\$11,078,276
Full-Time / Part-Time Jobs	917
State Tax Revenues	\$2,600,003
Angler Days	
Total Angler Days	300,687
AZ Resident in Own County	188,926
AZ Resident Traveling	105,223
Non-Resident	6,538

NAVAJO COUNTY

Total Economic Impacts	
Direct Expenditures	\$37,599,484
Total Multiplier Effect	\$43,245,052
Salaries and Wages	\$5,645,568
Full-Time / Part-Time Jobs	613
State Tax Revenues	\$1,467,848
Angler Days	
Total Angler Days	291,943
AZ Resident in Own County	143,628
AZ Resident Traveling	142,041
Non-Resident	6,274

RESOURCES

Prescott (928) 367-4281 | Flagstaff (928) 774-5045 | Kingman (928) 652-7700 | Yuma (928) 342-0091
 Tucscon (928) 628-5376 | Huma (480) 591-9400 | Phoenix (602) 942-3000



CONSERVE AND PROTECT

The Value and Goal of Arizona Fish Hatcheries

Almost all trout harvested in Arizona are stocked from one of the six hatcheries owned and operated by the Arizona Game and Fish Department.

Recreation and Native Trout Recovery

Every year more than 350,000 anglers spend over \$950 million on equipment and trip-related expenditures in Arizona. Recreational sport fishing produces \$1.47 billion in economic benefits for the state of Arizona overall and supports 20,038 jobs, primarily in the state's rural areas where fishing opportunities are found. Of active anglers surveyed 69% fish for trout, 63% fish for bass and 30% fish for catfish. According to the analysis in the 2013 Economic Impact of Fishing in Arizona*

The continued presence of native trout and opportunities for sport fishing in our waters depend on the ability of these hatcheries to produce enough fish to meet the demands of Arizona's growing population. Unfortunately, the Department's fish hatcheries are aging and are in need of major renovations and updates to maintain current levels of production.

The current increase in the demand for sport fish in Arizona, a decrease in hatchery water supplies and the current state of hatchery infrastructure make an annual shortfall of approximately 110,000 pounds of trout and 230,000 pounds of warm water sport fish.

The Department is planning major maintenance of its hatcheries to meet the current demand for fish and eliminate these production shortfalls.

Each year, Department fish hatcheries produce an average of 385,000 pounds of fish that are stocked in 118 locations throughout the state.



www.azgfd.gov • Arizona Game and Fish Department
 5000 W. Camelback Highway Phoenix, AZ 85016 • (602) 942-3000
 The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, religion, or disability in its programs and activities. If anyone believes that they have been discriminated against in any of the AGF's programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the Director or contact: 9000 W. Camelback Road, Suite 100, Phoenix, AZ 85061. Complaints may also be filed with the Arizona Civil Rights Commission, One Bright Center for Public Affairs, 5725 North Loop West, Suite 100, Dallas, TX 75243. Because the AGF is a state agency, you may request a reasonable accommodation of this document to an alternative format by contacting the Director's office as listed above.

Sterling Springs Hatchery

Recreational sport fishing produces \$1.47 billion in economic benefits for the state of Arizona.



Sterling Springs Hatchery

Sterling Springs Hatchery is comprised of 2 acres at the headwaters of Oak Creek located approximately midway between Sedona and Flagstaff on Highway 89A in Coconino County. The primary purpose of Sterling Springs Hatchery is to supply fingerling trout that are then further grown at Page Springs Hatchery. Approximately 1.3 million fingerling trout are raised from eggs for this purpose.

Silver Creek Fish Hatchery

Silver Creek Fish Hatchery resides on commission-owned land located approximately 11 miles northeast of Show Low in Navajo County. Silver Creek Hatchery is vital to sustain stocking of trout in the White Mountains. All the Apache trout stocked in Arizona are produced by Silver Creek Hatchery. The hatchery produces approximately 20,000 pounds of trout a year.

Canyon Creek Fish Hatchery

Canyon Creek Fish Hatchery is located approximately 40 miles east of Payson in Gila County. Producing an average of 80,000 pounds of trout each year, Canyon Creek Fish hatchery represents 20% of the total trout stock in Arizona. This hatchery dedicates 90% of its trout production to the White Mountains.

Page Springs Fish Hatchery

Page Springs Fish Hatchery resides on Commission-owned land approximately 4 miles northeast of Cornville, in Yavapai County. Page Springs Hatchery is Arizona's largest state-run hatchery, producing 216,000 pounds of trout annually, approximately 57% of all trout stocked in Arizona.

Bubbling Ponds Hatchery

The state's sole warm water facility, Bubbling Ponds Hatchery is located approximately 10 miles south of Sedona and 10 miles north of Cottonwood in Coconino County. Bubbling Ponds Hatchery is primarily dedicated to native fish and produces approximately 15,000 pounds of fish for the preservation of our natural heritage.

County Economic Impact

Summary of Expenditures and Economic Impacts of Angler Spending by County

APACHE COUNTY

Total Economic Impacts	
Direct Expenditures	\$29,508,494
Total Multiplier Effect	\$33,831,394
Salaries and Wages	\$4,181,936
Full-Time / Part-Time Jobs	475
State Tax Revenues	\$1,597,594
Angler Days	
Total Angler Days	359,357
AZ Resident in Own County	42,639
AZ Resident Traveling	301,445
Non-Resident	15,273

COCONINO COUNTY

Total Economic Impacts	
Direct Expenditures	\$98,105,462
Total Multiplier Effect	\$121,080,753
Salaries and Wages	\$21,618,101
Full-Time / Part-Time Jobs	1,803
State Tax Revenues	\$5,816,529
Angler Days	
Total Angler Days	860,479
AZ Resident in Own County	237,016
AZ Resident Traveling	613,533
Non-Resident	29,931

STATE OF ARIZONA

Total Economic Impacts

Direct Expenditures	\$957,407,280
Total Multiplier Effect	\$1,472,008,607
Salaries and Wages	\$564,842,053
Full-Time / Part-Time Jobs	20,038
State Tax Revenues	\$61,928,026
Angler Days	
Total Angler Days	5,979,637
AZ Resident in Own County	3,327,886
AZ Resident Traveling	2,359,357
Non-Resident	292,394

Direct Economic Impacts

Total Fishing Expenditures	\$957,407,280
Total Trip-Related	\$558,942,897
Food, Restaurant	\$205,713,606
Lodging	\$79,052,870
Transportation	\$170,002,797
Other	\$104,173,623
Total Equipment Expenditures	\$398,464,383
Fishing Equipment	\$139,562,160
Auxiliary Equipment	\$258,902,223




Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

7/25/19 

Request approval to cancel the August 19, 2019 regular Board of Supervisor meeting due to completion of the 2019-2020 budget process.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials 

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 7/17/19 RR

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

CONSENT AGENDA - Request approval of a Conditional Use Permit to allow Makaela Van Winkle to grow industrial hemp on a portion of a 160-acre parcel. The farm will include two 24' x 84' x 12' hoop houses and irrigated fields from an existing well. Property is located off highway 180 & Apache County Road 5152 in Hunt, AZ 85936. A.P.N. 204-10-004. P&Z Commission unanimously recommended approval with conditions July 11, 2019.

BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature [Handwritten Signature]

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Handwritten Initials]

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER

Request approval for a HEMP farm

APPLICANT/PROPERTY OWNER

Makaela Van Winkle

MEETING DATE

August 5, 2019

PROPERTY ADDRESS/LOCATION

Highway 180 & ACR 5152, Hunt, AZ

BRIEF SUMMARY OF REQUEST

Applicant wants to begin with approximately 15-20 acres of her 160-acre parcel to grow industrial hemp. The farm will include two (2) 24' x 84' x12' hoop houses and irrigated fields from an existing well. The applicant plans to increase the grow area if the crop does well each year, and eventually would like to expand the grow area up to the 160-acres. P&Z unanimously approved July 11, 2019 with conditions.

MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General Zone	Agricultural	AG Residential & Agricultural	Existing Well	160-acres

COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN

The Comprehensive Plan includes goals to support economic development. The property is in the Rural Ranch Character Area which encourages traditional farming and ranching.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

In Arizona, commercial agricultural enterprises on large parcels are exempted from zoning rules. But hemp/marijuana is specifically removed from this exemption. So, applicant must obtain a Conditional Use Permit for a hemp farm.

PROPERTY INFORMATION

The property is a large parcel that has been used for farming off and on for decades. It is in a sparsely populated area between the Little Colorado River and the highway to Holbrook. The grow area is near an old residential subdivision.

Staff Recommendation –

Industrial hemp is now legal in Arizona. The Arizona Department of Agriculture oversees the industry by licensing hemp farmer, harvesters, and transporters after going through a background check. The Department also requires testing of the hemp throughout the life of the plant to ensure the THC level of the plants stays below 0.3%.

The applicant here is requesting a CUP to grow the hemp, harvest it, and ship it out. The hemp will not be processed on location. The initial grow area will be about 20 acres, but if the enterprise is successful, applicant wants to expand it over time, potentially to grow on the entire 160-acre parcel. As for its potential impact on the area, the proposed use does not appear much different from growing other crops.

Recommend Approval with these conditions

1. The applicant is to provide a copy of all mandated state testing to the Apache County Health Department.
2. The applicant is to provide a copy of the Department of Agriculture license to Community Development.
3. The applicant is to return for another CUP if they want to expand to process HEMP on-site.
4. The applicant is to return for another CUP if they want to expand the grow area beyond the initial proposed 20-acres.



APACHE COUNTY — Community Development Department
 P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Makaela Van Winkle
 Mailing Address P.O. Box 2954
St. Johns, AZ 85936
 Contact Person Makaela Van Winkle
 Phone (228) 209-7314 Fax _____
 Email dvmk16@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 204-10-004
 Township 14 Range 26 Section SE
 Subdivision _____
 Unit # _____ Lot # _____
 Address/Location _____
 Existing Zoning Agricultural
 Existing Land Use Agricultural, alfalfa
 Lot Size 160 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
Agricultural use for organic
hemp farming

Temporary Use: Yes No

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

Makaela Van Winkle Date 6-5-2019

Signature of Property Owner (if not the applicant)

Makaela Van Winkle Date 6-5-2019

OFFICE USE ONLY

Received By Spearee Date 6/5/19
 Receipt # 154572 Fee 500.00
 Permit # 2019-22
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

COMMISSION ACTION

Approved with Conditions Denied
 Resolution # _____ Date _____
 Chairman [Signature] Date 7/1/19

BOARD ACTION

Approved with Conditions Denied
 Ordinance # _____ Date _____
 Supervisor _____ Date _____

12/7/2017



Apache County
Community Development

Conditional Use Permit Condition(s)

Name: Makaela Van Winkle

Permit #2019-22

1. The applicant is to provide a copy of all mandated state testing to the Apache County Health Department.
2. The applicant is to provide a copy of the Department of Agriculture license to Community Development.
3. The applicant is to return for another CUP if they want to expand to process the HEMP on-site.
4. The applicant is to return for another CUP if they want to expand the growth site beyond the proposed 20-acres.

PO BOX 2954
SAINT JOHNS, AZ
85936

All Crops setback 20 ft from Property lines and Structure

2 24x84ft Hoop houses
12'10" Height

Crop = 
Existing Ditches and Canals = 
Existing Water Ponds = 

County Road 5152

40 County
Road 5457



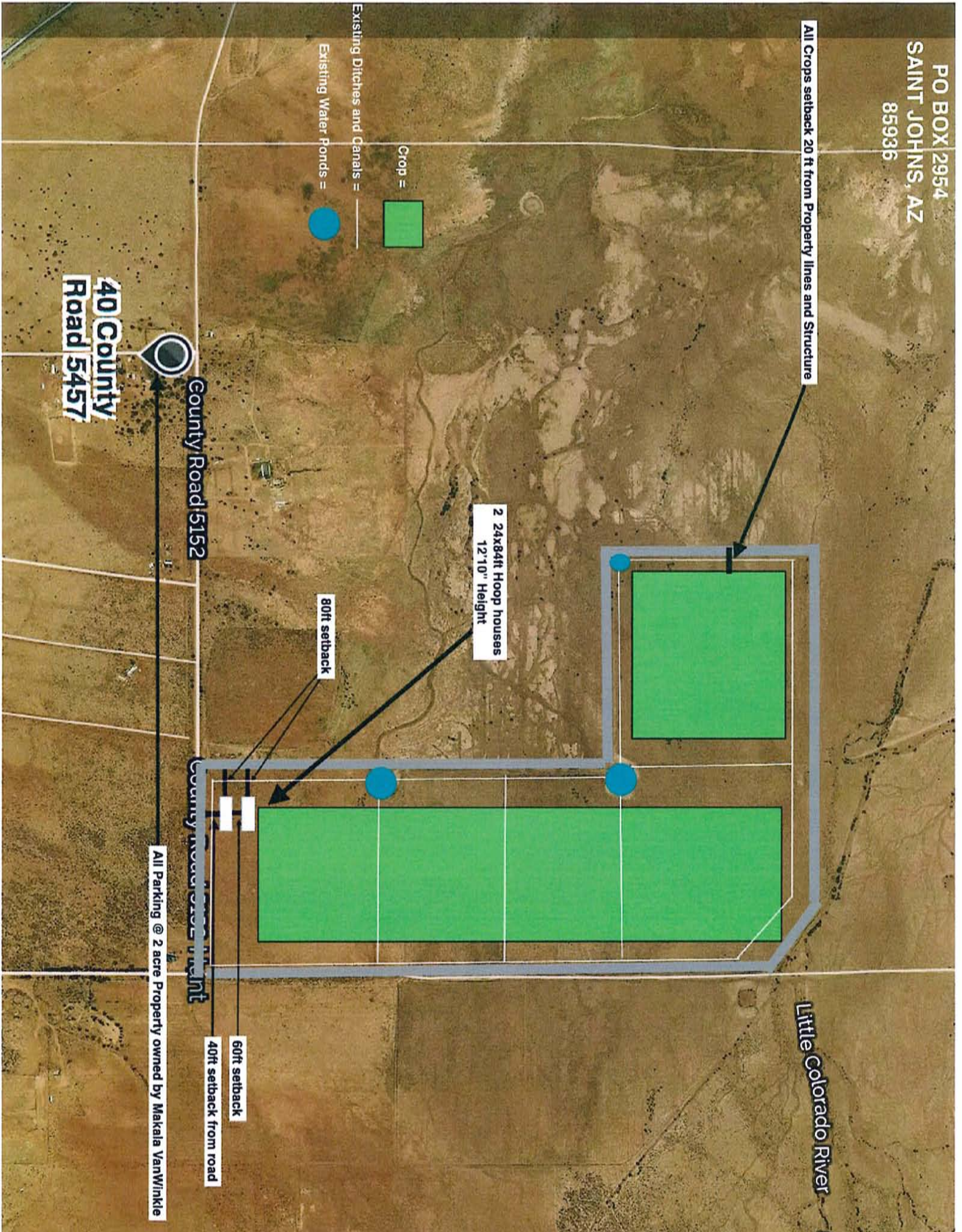
County Road 5152

All Parking @ 2 acre Property owned by Makala VanWinkle

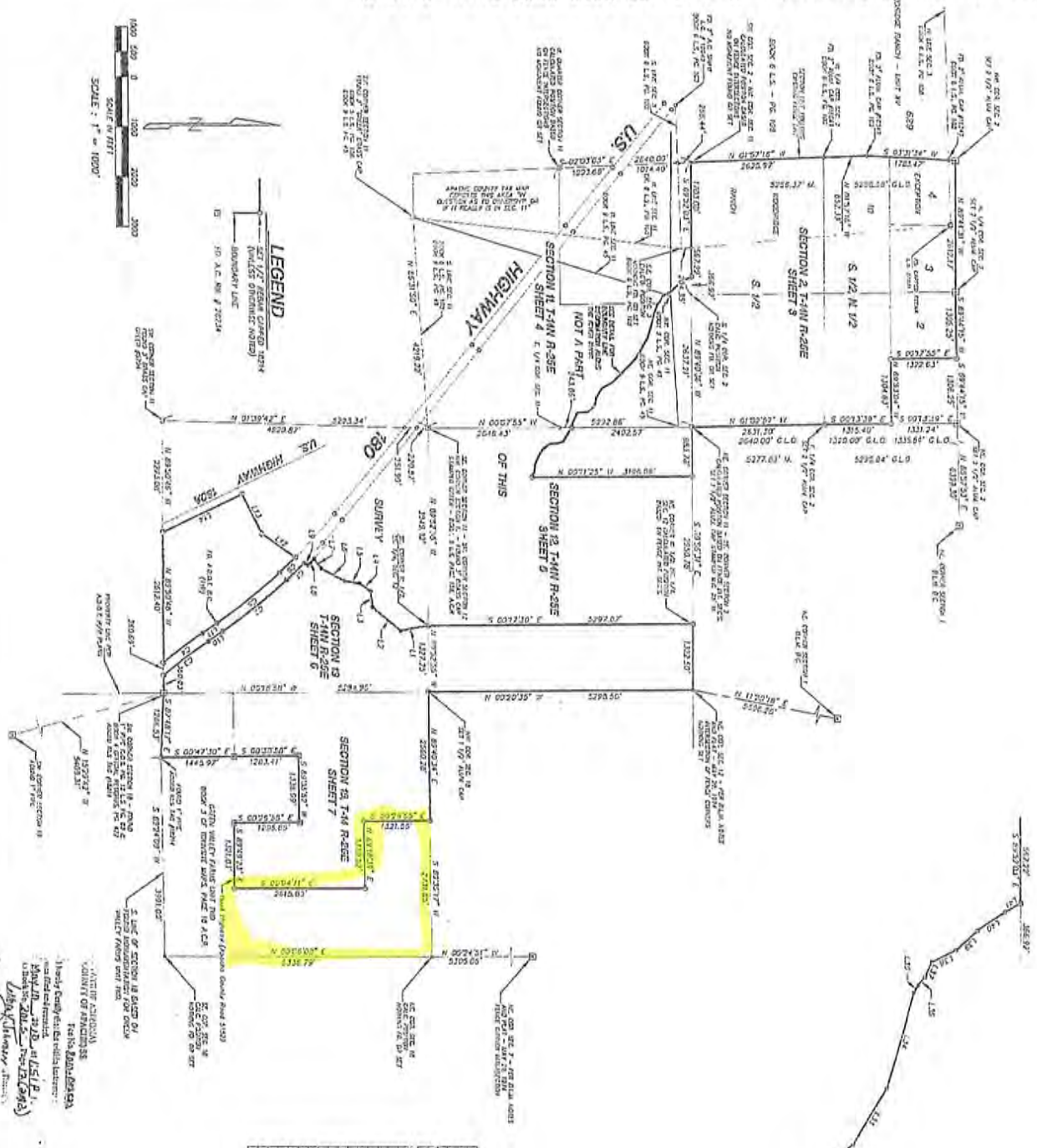
80ft setback

60ft setback
40ft setback from road

Little Colorado River



151030000 0010114 P44474



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 89°00'00" E	170.00	L26	S 89°00'00" E	170.00
L2	S 89°00'00" E	170.00	L27	S 89°00'00" E	170.00
L3	S 89°00'00" E	170.00	L28	S 89°00'00" E	170.00
L4	S 89°00'00" E	170.00	L29	S 89°00'00" E	170.00
L5	S 89°00'00" E	170.00	L30	S 89°00'00" E	170.00
L6	S 89°00'00" E	170.00	L31	S 89°00'00" E	170.00
L7	S 89°00'00" E	170.00	L32	S 89°00'00" E	170.00
L8	S 89°00'00" E	170.00	L33	S 89°00'00" E	170.00
L9	S 89°00'00" E	170.00	L34	S 89°00'00" E	170.00
L10	S 89°00'00" E	170.00	L35	S 89°00'00" E	170.00
L11	S 89°00'00" E	170.00	L36	S 89°00'00" E	170.00
L12	S 89°00'00" E	170.00	L37	S 89°00'00" E	170.00
L13	S 89°00'00" E	170.00	L38	S 89°00'00" E	170.00
L14	S 89°00'00" E	170.00	L39	S 89°00'00" E	170.00
L15	S 89°00'00" E	170.00	L40	S 89°00'00" E	170.00
L16	S 89°00'00" E	170.00	L41	S 89°00'00" E	170.00
L17	S 89°00'00" E	170.00	L42	S 89°00'00" E	170.00
L18	S 89°00'00" E	170.00	L43	S 89°00'00" E	170.00
L19	S 89°00'00" E	170.00	L44	S 89°00'00" E	170.00
L20	S 89°00'00" E	170.00	L45	S 89°00'00" E	170.00
L21	S 89°00'00" E	170.00	L46	S 89°00'00" E	170.00
L22	S 89°00'00" E	170.00	L47	S 89°00'00" E	170.00
L23	S 89°00'00" E	170.00	L48	S 89°00'00" E	170.00
L24	S 89°00'00" E	170.00	L49	S 89°00'00" E	170.00
L25	S 89°00'00" E	170.00	L50	S 89°00'00" E	170.00

ANY OTHER SECTION IS GUARANTEED TO BE CORRECT BY THE SURVEYOR'S RECORDS.
 THE SURVEYOR'S RECORDS ARE KEPT AT HIS OFFICE IN PHOENIX, ARIZONA.
 THE SURVEYOR'S RECORDS ARE KEPT AT HIS OFFICE IN PHOENIX, ARIZONA.
 THE SURVEYOR'S RECORDS ARE KEPT AT HIS OFFICE IN PHOENIX, ARIZONA.



Superior Surveying Services, Inc.
 Professional Land Surveying
 2412 North 34th Avenue, Phoenix, Arizona 85018
 Phone: (602) 944-8223 Fax: (602) 944-8227
RECORD OF SURVEY
 MONDAY 12th 2 10th 47th CO. COUNTY ARIZONA 8924
 SHEET 2 OF 2
 DATE 4/27/20
 DRAWN BY: [Name]
 CHECKED BY: [Name]

2015 Page 1a (ADA)

Impact Statement

- A. 1 to 3 employees
- B. 1 to 3 vehicles
- C. Parking will be within property gate on the driveway.
- D. Storage will be at approximate 1/2 mile from the location on approximate 10 acres, address 40 CRN5457 Lots 204-11-193-196, 4 total phone and the other services will be provided at this location.
- E. Water source is an existing well, previously watering all 4 fields of approximate 160 acres, capacity of 2600 gallons per min.
- F. Nearest residences are .5 mile away.
- G. No sewage will be produced.
- H. No pollutants will be handled.
- I. Plants and shrubs will be mulched and returned to soil as natural fertilizer.
- J. Landscaping will remain the same leveled fields no recreation will be provided
- K. The existing soil will be used for agricultural growth of hemp.
- L. No open fires or gas use on property. Fire safety and prevention will be exercised as required by emergency services, land forestry regulations.
- M. Will continue to remain the same with exception of a natural storm which may require to make the raid usable.
- N. Will continue to remain the same to existing area



3



4



5



6



7



8



9



10



11



12



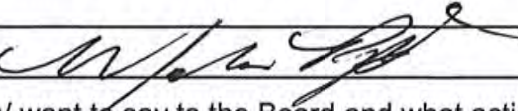
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District 3

Date/Signature: 7/30/2019



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

Request transfer of the current Division Manager of Special Projects to the open position of Division Manager of Health, Safety, and Environmental at the employee's current rate of pay.

//BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature _____

Finance Review: _____

Signature _____ /

Human Resources Review: _____

Signature



Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 7/23/19 Angela C. Romero

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

1. Discussion and possible approval, based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint David Bradley Peelman to the Vernon Precinct.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

RP

BOARD ACTION TAKEN

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

11/18/2018 10:00:00 AM

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

Angela Romero/Election Department

Date/Signature: 7/2/19 Angela C. Romero

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

1. Discussion and possible approval, based on the recommendation of the Democratic Party County Chairman, Jim McGrew, determine vacancies exist in the office of precinct committeeman and appoint Alice Ben, and Nellie Smith for the Canyon De Chelly Precinct; Criss E. Candelaria for the Concho Precinct; Philmer Bluehouse, Everett Ross, Moroni Fulton, Wilson C. Stewart Jr., Eva M. Dahozy-Platero, Leonard Platero, Sr., Larry Johnson, Juan Arviso, Katherine D. Arviso, Louva Dahozy, Tom M. White, Jr., Jeannie A. Martinez and Lenora Y. Fulton for the Ft. Defiance Precinct; Chelsea Holtsoi for the Many Farms Precinct; JoAnn Leigh Dedman for the Nazlini Precinct; Paul Rogers for the St. Johns Precinct; Flora Benn-Chapito, Steven C. Begay and Carol K. Perry for the St. Michaels Precinct; Henry Rowler for the Wheatfields Precinct; Tauve Begaye for the Wide Ruins Precinct; Darius Barney, Roz Whitehair, Sr., Rosalind Zah and Peterson Zah for the Window Rock Precinct.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____



BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Angela Romero/Election Department

Date/Signature: 7/22/19 Angela C. Romero

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

- 1. Discussion and possible approval of all Election Board Workers, Poll Workers and Election Day Technicians for the upcoming November 5, 2019 Special Election

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

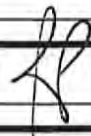
Signature: _____

Other Review: Submitted to Doyle Shamley

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Ballot by Mail Special Elections 2019

Date: 11-05-2019

Last Name	First Name & M	Mailing Address	City, State, Zip	Precinct		Position
Bennett	Dana Jean	PO Box 421	Alpine, AZ 85920	Alpine	x	Inspector
Padilla	Debbie Lee	PO Box 75	Nutrioso, AZ 85932	Alpine	x	Judge
Zawacki	Constance L.	PO Box 107	Concho, AZ 85924	Concho	x	Inspector
Zawacki	James	PO Box 107	Concho, AZ 85924	Concho	x	Judge
Stewart	Jerry R.	PO Box 311	Greer, AZ 85927	Greer	x	Inspector
Weber	Gary Allen	PO Box 44	Greer, AZ 85927	Greer	x	Judge
Ashby-Robinson	Sharon E.	PO Box 363	Nutrioso, AZ 85932	Nutrioso	x	Judge
Jackson	Colleen M.	PO Box 98	Nutrioso, AZ 85932	Nutrioso	x	Inspector

ELECTION DAY TECHNICIAN LIST**2019 Special Election**

Rev. 9/10/18

Election Day: November 05, 2019

EDTs	PRECINCTS	Dist #	TRANSPORT EQUIPMENT	CELL / PHONE	OFFICE OF EMPLOYMENT
Steve Anderson	ALPINE & NUTRISO	3	Drive to Election Center	245-1171	Health
Delos Bond	CONCHO	3	Drive to Election Center	245-3210	Engineering
Sue Koch	GREER	3	Drive to Election Center	245-3624	District 3 - RV Road Yard

**ELECTION BOARD WORKERS
BALLOT BY MAIL ELECTION**

November 5, 2019 Special Election

Last Name	First Name	Mailing	Address	Ph #	Board(s)
Bond	Beth	PO Box 256	St. Johns, AZ 85936	245-9191	Tally / Early / Duplication / Write-In
Castillo	Liz	PO Box 1722	St. Johns, AZ 85936	245-0353	Tally / Early / Duplication / Write-In
Davis	Tammy	PO Box 1351	St. Johns, AZ 85936	245-0511	Tally / Early / Duplication / Write-In
Romero	Francesca	PO Box 1726	St. Johns, AZ 85936	242-5565	Tally / Early / Duplication / Write-In
Smith	Holly	PO Box 276	St. Johns, AZ 85936	245-2614	Tally / Early / Duplication / Write-In
Hubbell	Rochelle	PO Box 695	St. Johns, AZ 85937	245-1724	Tally / Early / Duplication / Write-In

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Angela Romero/Election Department

Date/Signature: 7/22/19 Angela C. Romero

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

- 1. Discussion and possible approval of the Election Board Worker Pay Schedule for the November 5, 2019 Special Election.

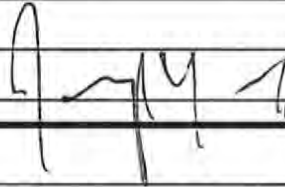
BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature:



Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: Submitted to Doyle Shamley

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, July 24, 2019 12:08 PM
To: Angela Romero
Cc: Beth Bond
Subject: RE: Elections . Agenda item . BOS mtg 8.5.19

The item is legal, thanks Angela.

From: Angela Romero [mailto:aromero@co.apache.az.us]
Sent: Monday, July 22, 2019 11:17 AM
To: Joe Young <JYoung@apachelaw.net>
Cc: Beth Bond <bbond@co.apache.az.us>
Subject: Elections . Agenda item . BOS mtg 8.5.19

Joe,

For your review/approval for the 8/5/19 BOS Agenda.

Angela C. Romero

Apache County Elections Director
PO Box 428
St. Johns, Arizona
Tel: 928-337-7537
Fax: 928-337-7538



Apache County Elections

Angela C. Romero, Elections Director

aromero@co.apache.az.us

P.O. Box 428

St. Johns, AZ 85936

Phone: 928-337-7537

Fax: 928-337-7538

ELECTION BOARD WORKER PAY SCHEDULE

Year: 2019

POLL WORKERS:

Inspectors	\$140.00 / day
Marshals	\$120.00 / day
Judges	\$120.00 / day
Clerks	\$120.00 / day
Translators	\$130.00 / day

ELECTION DAY WORKERS:

Election Technicians (EDT)	\$140.00 /day
----------------------------	---------------

EQUIPMENT/SUPPLY DELIVERY/PICKUP

Equipment Management (EM)	\$140.00 /day
---------------------------	---------------

ELECTION BOARDS

Write-In Board	Paid at above Poll Worker Pay Rate
Provisional Board	Paid at above Poll Worker Pay Rate
Tally Board	Paid at above Poll Worker Pay Rate
Receiving Board	Paid at above Poll Worker Pay Rate
Special Board	Paid at above Poll Worker Pay Rate
Duplication Board	Paid at above Poll Worker Pay Rate
Early Board	\$15.00 per hour
*All Mail Elections	\$15.00 per hour

MILEAGE REIMBURSEMENT

Paid at current reimbursement rate

TRAINING CLASSES:

\$50.00 PER CLASS

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Angela Romero/Election Department

Date/Signature: 7/22/19 Angela C. Romero

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


- 1. Discussion and possible approval of all Ballot Replacement Centers/Drop Boxes for the November 5, 2019 Special Election.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: Submitted to Doyle Shamley

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials AR

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Apache County Replacement Centers/Drop Box Master List

"Ballot by Mail" Election

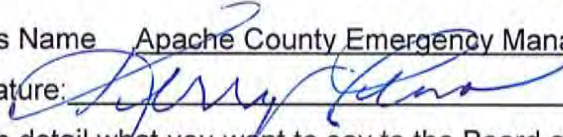
Election: November 5, 2019

Name	Replacement Centers and or Drop Box	Physical Address	Phone No.
Apache County Recorder's Office	Replacement Center & Drop Box	75 West Cleveland Street St. Johns AZ 85936	928-337-7516
Apache County Recorder Sub -Office - Springerville	Replacement Center & Drop Box	323 S Mountain Ave Springerville AZ 85936	928-337-7516
Concho Elementary School	Replacement Center	6 County Road 5101 Concho, AZ 85924	928-337-9357
Alpine Community Center	Replacement Center	#12 County Road 2061 Alpine, AZ 85920	928-339-4330
Greer Fire House Station	Replacement Center	38974 State Route 373 Greer, AZ 85927	928-735-7279
Nutriosio Community Center	Replacement Center	County Rd 2016 #8 Nutriosio, AZ 85932	928-339-4462

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name Apache County Emergency Management & Preparedness

Date/Signature:  7/18/19

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

Discussion and possible approval to enter into an Intergovernmental Agreement (ADHS17-133163) with Arizona #4 Amendment Department of Health Services (ADHS) for the amount of \$208,918.00

BOS Meeting Date: _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: 

Check if item does not require review

Finance Review: _____

Signature: _____

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

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



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007

Agreement No: ADHS17-133163

Amendment No: 4

Procurement Officer:
Ted Cooper

Emergency Preparedness Program

Effective upon signature, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the following changes are in effect upon signature.
 - 1.1 The Scope of Work is revised to add the Scope of Work of this Amendment Four (4).
 - 1.2 The Contract Price Sheet is revised to include the Price Sheet of this Amendment Four (4).
 - 1.3 Attachment A is added to the Scope of Work of this Amendment Four (4).

All other provisions shall remain in their entirety.

<p>Apache County</p> <p>Contractor Name</p> <p>75 West Cleveland - PO Box 697</p> <p>Address</p> <p>St. Johns AZ 85936</p> <p>City State Zip</p>	<p align="center">CONTRACTOR SIGNATURE</p> <hr/> <p>Contractor Authorized Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/>
<p align="center">CONTRACTOR ATTORNEY SIGNATURE</p> <p>Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p>	<p>This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____ 2019</p> <hr/> <p>Procurement Officer</p>
<p>Signature _____ Date _____</p> <p>Printed Name _____</p> <p>Attorney General Contract No. ADHS17-133163, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p>Signature _____ Date _____</p> <p>Assistant Attorney General</p> <p>Printed Name: _____</p>	



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007

Agreement No: ADHS17-133163

Amendment No: 4

Procurement Officer:
Ted Cooper

1. BACKGROUND

- 1.1. The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support the development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments.
- 1.2. ADHS continues to look at ways to expand our preparedness capabilities based on our Five-Year Plan and the Capability planning Guide (CPG) data. Based on that information and the guidance set forth by the Center for Disease Control (CDC) ADHS has developed this PHEP grant agreement.

2. OBJECTIVE

- 2.1. Through the implementation of strategies and activities during the project period, strengthen the readiness of the community to prepare for, respond to, and recover from a public health emergency and/or disaster.
- 2.2. Sub-recipients of PHEP funds are expected to enhance the readiness of local public health by participating in activities that advance and document progress across six domains.

3. SCOPE OF WORK

- 3.1. The Scope of Work is outlined in the following Provision Four (4). Tasks.
- 3.2. In addition, the Annual Performance Requirements are outlined in the Attachment A incorporated herein. Attachment A will change every year, as well as the estimated budget for the period of July 1st through June 30th.
- 3.3. The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP. The Contractor shall have the flexibility of making adjustments to the Budget categories of the budgeted amount provided on the approved budget. However, any change shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.
- 3.4. Additional tasks, reporting, deliverables and program information can be found in Attachment A; Grant Guidance – Budget Period 1

4. TASKS

The Contractor shall:

- 4.1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;
- 4.2. Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;
- 4.3. Maintain a timeline for the development of county-wide plans for Public Health Emergencies,



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

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Agreement No: ADHS17-133163

Amendment No: 4

Procurement Officer:
Ted Cooper

preparedness for a mass casualty incident event, infectious disease outbreak, or other public health emergency;

- 4.4. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;
- 4.5. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;
- 4.6. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response;
- 4.7. Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool posted on the Arizona Health Alert Network (AzHAN) document library;
- 4.8. Submit the completed Budget on or before a date determined annually by the CDC and the ADHS;
- 4.9. Be advised by correspondence from the ADHS PHEP on the available funding amounts on or before June 30th;
- 4.10. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area; and
- 4.11. Prepare and submit a detailed budget for the period of July 1st through the following June 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

5. ANNUAL PERFORMANCE REQUIREMENTS

The Contractor shall:

- 5.1. Perform the requirements as outlined in the Attachment A, Deliverables;
- 5.2. Attend ADHS Sponsored Grant Meetings (two (2) events annually);
- 5.3. Attend Healthcare Coalition Meetings
 - 5.3.1. Recommend participation by the designated preparedness coordinator or representative during HCC meetings (regions listed below). These meetings provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners.
 - 5.3.1.1. Coalitions shall continue to plan, develop, and maintain memorandums of understanding (MOU) to share assets, personnel and information; and
 - 5.3.1.2. Coalitions shall develop plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.
 - 5.3.2. Regions are defined as follows:



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
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150 North 18th Avenue, Suite 260
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Agreement No: ADHS17-133163

Amendment No: 4

Procurement Officer:
Ted Cooper

5.3.2.1. Northern Region:

5.3.2.1.1. County Representatives: Apache, Coconino, Navajo, and Yavapai

5.3.2.1.2. Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe & Navajo Nation

5.3.2.2. Western Region:

5.3.2.2.1. County Representatives: La Paz, Mohave and Yuma

5.3.2.2.2. Tribal Representatives: Colorado River Indian Tribe & Fort Mojave Indian Tribe, Cocopah Tribe and Fort Yuma Quechan Tribe

5.3.2.3. Central Region:

5.3.2.3.1. County Representatives: Gila, Maricopa and Pinal

5.3.2.3.2. Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe, White Mountain Apache Tribe and Salt River Pima-Maricopa Indian Community.

5.3.2.4. Southern Region:

5.3.2.4.1. County Representatives: Cochise, Graham, Greenlee, Pima, and Santa Cruz.

5.3.2.4.2. Tribal Representatives: Pascua Yaqui Tribe and Tohono O'odham Nation.

6. FINANCIAL REQUIREMENTS

6.1. Match Requirement

6.2. The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding. ADHS may not award a contract under this program unless the local jurisdiction agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the local jurisdiction will make available non-federal contributions in the amount of 10% (\$1 for each \$10 of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

6.2.1. Total Direct costs - Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

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Amendment No: 4

Procurement Officer:
Ted Cooper

6.2.2. Total Indirect Costs - To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application. Indirect cost percentage cannot exceed the state rate of 23%.

6.2.3. Indirect Costs - To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application.

6.2.3.1. If the applicant organization does not have an approved indirect cost rate agreement, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs.

6.3. Inventory

Upon request, local jurisdictions will provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 will require an ADHS asset tag.

6.4. Budget Allocation and Work Plan

6.4.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS; and

6.4.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor reach the goals and objectives outlined in the Capability Deliverables section of this document.

6.5. Grant Activity Oversight

6.5.1. Each PHEP grant recipient shall maintain an appointed Preparedness Coordinator that will be responsible for oversight of all grant related activities. The Coordinator shall be the main point of contact in regards to the grant. The Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met; and

6.5.2. Pursuant to, and in compliance with, Standard Operating Procedures for Monitoring, ADHS shall coordinate with the appointed Preparedness Coordinator responsible for oversight of grant act to include compliance with sub-recipient monitoring.

6.6. Failure to meet the performance measures or deliverables may result in withholding from a portion of subsequent awards.

7. EXERCISE Recommendations

7.1. MULTI-YEAR TRAINING AND EXERCISE PLAN (MYTEP) PHEP-HPP capabilities (and grant funded training/exercises).

The Contractor shall:

7.1.1. Participate in the Statewide Training and Exercise Planning Workshop/Webinar;



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
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Phoenix, Arizona 85007

Agreement No: ADHS17-133163

Amendment No: 4

Procurement Officer:
Ted Cooper

7.1.2. Update and maintain a Multi-Year Training and Exercise Plan, inclusive dates are July 01, 2019 through June 30, 2024. Multi-Year plan shall be provided to ADHS upon request; and

7.1.3. Exercise and trainings shall meet implementation criteria and follow evaluation guidance. All grant funded trainings and exercises must be gap based. Gap based indicates an area of a capability to be built, or an area of improvement from a previous exercise/real-world response, address jurisdictional or local risk assessment, or other source (e.g. CPG data) to support achieving operational readiness.

7.2. EXERCISE IMPLEMENTATION CRITERIA

Homeland Security Exercise and Evaluation Program. The contractor shall:

7.2.1. Conduct preparedness exercises when appropriate, in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:

7.2.1.1. Exercise Design and Development;

7.2.1.2. Exercise Conduct;

7.2.1.3. Exercise Evaluation; and

7.2.1.4. Improvement Planning.

7.2.2. Find more information on the April 2013 HSEEP guidelines and exercise policy available at https://preptoolkit.fema.gov/documents/1269813/1269861/HSEEP_Revision_Apr13_Final.pdf/65bc7843-1d10-47b7-bc0d-45118a4d21da.

7.2.3. Assure provisions and needs of at-risk individuals are included within the design of exercises. The Contractor shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: <https://www.phe.gov/Preparedness/planning/abc/Pages/atrisk.aspx>

7.2.4. Exemption: A real incident may be substituted for a qualifying coalition based exercise; however the after- action report (AAR) shall document how the HCC members met qualifying criteria (both implementation and evaluation criteria). This scenario will be discussed on an as-requested basis.

7.3. EXERCISE EVALUATION CRITERIA

The Contractor Shall:

7.3.1. PHEP-funded exercises will address and list applicable Public Health Emergency Preparedness (PHEP) Capabilities in all qualifying exercises.

7.3.1.1. Qualifying exercises at a minimum shall include the community emergency management partner and/or incident management, the community public health partner, the health care coalition, and the EMS agency during the design, development, and implementation;

7.3.1.2. Ensure the functional needs of at-risk individuals are included in response and are identified and addressed in operational plans;

7.3.1.3. After Action Reports/IP;



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

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Amendment No: 4

Procurement Officer:
Ted Cooper

- 7.3.1.4. After Action Reports shall be submitted to ADHS within 120 days or no-later-than the end of year report, whichever comes first;
- 7.3.1.5. The contractor shall participate in ADJHS sponsored events throughout BP1 (July 1, 2019 through June 30, 2020).

8. REPORTING DELIVERABLES

Progress on the deliverables, performance measures and activities funded through the PHEP/HPP grant shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare it for submission at the federal level.

8.1. Mid-Year Report (dates covered: July 1 – December 31)

- 8.1.1. ADHS shall send out the Mid-Year report template within thirty (30) days of the Due Date.
- 8.1.2. Due Date to be determined at the time of sending out the Mid-Year template.

8.2. ADHS shall provide the Performance Measures templates (if applicable) in advance of the Due Date.

8.3. The Contractor shall provide ADHS with updated Public Health Emergency Contact list on a template provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP. Update jurisdictional points of contact twice during each budget period (December 31 and June 30), or as changes occur, to facilitate time-sensitive, accurate information sharing within the local jurisdictions and between ADHS and the local jurisdictions.

- 8.3.1. Due Date: At time of mid-year reporting.

8.4. End-of-Year Report (dates covered: January 1 – June 30)

- 8.4.1. ADHS shall send out the End-of-Year report template within thirty (30) days of the Due Date.
- 8.4.2. Due Date to be determined when the End-of- Year Template is sent out.

8.5. Public Health Emergency Preparedness (PHEP) And Hospital Preparedness Program (HPP)

- 8.5.1. See Attachment A for deliverable requirements.

9. NOTICES, CORRESPONDENCE AND REPORTS

9.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue Ste.150
Phoenix, AZ 85007



**INTERGOVERNMENTAL AGREEMENT(IGA)
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HEALTH SERVICES**
150 North 18th Avenue, Suite 260
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Agreement No: ADHS17-133163

Amendment No: 4

Procurement Officer:
Ted Cooper

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

Apache County Public Health Services District
Preston Raban, Director
75 West Cleveland
P.O. Box 697
St. Johns, AZ 85936



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

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Ted Cooper

PHEP Budget Period One (1)

July 1, 2019 through June 30, 2020

Cost Reimbursement

Description	Quantity	Unit Rate	Total Cost
Additional funds to enhance current PHEP activities per the deliverables in Attachment A.	1	1	\$208,918.00
TOTAL			\$208,918.00

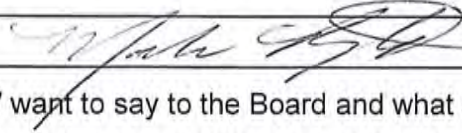
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District 3

Date/Signature: 7/25/2019



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

Request review and approval to accept the USDA Rural Business Development Grant in the amount of \$59,000 for development of a research and education center related to health care and opioid addiction treatment. The grant award includes contractual services with Yelton and Associates to carry out the scope of work as outlined in the grant agreement.

//BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature _____

Finance Review: _____

Signature _____



Human Resources Review: _____

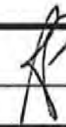
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Malena Bazarto

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, July 24, 2019 12:06 PM
To: Malena Bazarto
Subject: RE: please review

I have no issues, thanks

From: Malena Bazarto [mailto:mbazarto@co.apache.az.us]
Sent: Tuesday, July 23, 2019 9:23 AM
To: Joe Young <JYoung@apachelaw.net>
Subject: please review

Joe,
Please review for the next agenda.
Thanks,
Malena

From: Bizhub Printer
Sent: Tuesday, July 23, 2019 9:10 AM
To: Malena Bazarto <mbazarto@co.apache.az.us>
Subject: Message from copier-distii

LETTER OF INTENT TO MEET CONDITIONS

Date 7/8/19

TO: United States Department of Agriculture

USDA-Rural Development

(Name of USDA Agency)

230 N 1st Ave, Suite 206
Phoenix, AZ 85003-1706

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 07-05-2019. It is our intent to meet all of them not later than 8/5/19.

APACHE COUNTY

(Name of Association)
BY [Signature]
County Manager

(Title)

According to the Paperwork Reduction Act of 1995, no persons are 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 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data, needed, and completing and reviewing the collection of information.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.							
1. CASE NUMBER ST CO BORROWER ID 02-028-866000385		LOAN NUMBER		FISCAL YEAR 2019			
2. BORROWER NAME APACHE COUNTY 75 W CLEVELAND ST PO BOX 3150 ST JOHNS, AZ 85936-3150		3. NUMBER NAME FIELDS 3 (1, 2, or 3 from Item 2)		4. STATE NAME ARIZONA			
		5. COUNTY NAME APACHE					
GENERAL BORROWER/LOAN INFORMATION							
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI		7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT		9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	
10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY		11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)		12. VETERAN CODE 1 - YES 2 - NO		13. CREDIT REPORT 2 1 - YES 2 - NO	
14. DIRECT PAYMENT (See FMI)		15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY		16. FEE INSPECTION 1 - YES 2 - NO			
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)					
COMPLETE FOR OBLIGATION OF FUNDS							
19. TYPE OF ASSISTANCE 694 (See FMI)		20. PURPOSE CODE		21. SOURCE OF FUNDS 2		22. TYPE OF ACTION 1 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION	
23. TYPE OF SUBMISSION 1 1 - INITIAL 2 - SUBSEQUENT		24. AMOUNT OF LOAN		25. AMOUNT OF GRANT \$59,000.00			
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR		28. INTEREST RATE %		29. REPAYMENT TERMS	
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS							
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT							
COMPLETE FOR EM LOANS ONLY			COMPLETE FOR CREDIT SALE-ASSUMPTION				
31. DISASTER DESIGNATION NUMBER (See FMI)			32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN				
FINANCE OFFICE USE ONLY			COMPLETE FOR FP LOANS ONLY				
33. OBLIGATION DATE MO DA YR			34. BEGINNING FARMER/RANCHER (See FMI)				

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

The grantee certifies that it is in compliance with and will continue to comply with all applicable laws; regulations; Executive Orders; and other generally applicable requirements, including those contained in 2 CFR 200 and 2 CFR 400 in effect on the date of grant approval; and the approved "Letter of Conditions" dated July 5, 2019.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20 ____

APACHE COUNTY

Date 7/8/ , 20 19

BY:

[Handwritten Signature]

TITLE:

County Manager

(Signature of Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: GARY S. MACK

Date Approved: _____

Title: BUSINESS & COOPERATIVE PROGRAMS DIRECTOR

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.



Rural Development

July 5, 2019

Arizona State Office

230 N 1st Ave,
Suite 206
Phoenix, AZ
85003-1706

Mr. Ryan Patterson, County Manager
Apache County
75 W Cleveland
St. Johns, AZ 85936

Voice 602.280.8715
Fax 855.699.8035
TDD 602.280.8705

SUBJECT: Letter of Conditions
Rural Business Development Grant (RBDG)
Grant Amount: \$59,000.00

Dear Mr. Patterson:

USDA, Rural Development (hereinafter "Grantor") hereby establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. Any changes in project cost, sources of funds, scope of services, and/or any other significant changes in the project or applicant must be reported to and approved by Grantor by written amendment to this letter. Any changes not approved by Grantor shall be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a grant not to exceed \$59,000.00.

Please sign, date, and return the attached Form RD 1942-46 "Letter of Intent to Meet Conditions" not later than **July 24, 2019** if you desire that further consideration be given your application. By signing Form RD 1942-46, you are hereby agreeing and acknowledging that this Rural Business Development Grant (RBDG) is a non-continuing, non-renewable grant and any approval of this grant in no way constitutes an assurance that future grant funds will be available.

In addition, please sign and date where indicated on the attached Form RD 1940-1 "Request for Obligation of Funds" and return the form to our office not later than **July 24, 2019**. The grant will be considered approved on the date a signed copy of Form RD 1940-1 is mailed to you by the Grantor.

If the conditions set forth in this letter, except those to be met at grant closing, are not met by **September 30, 2019**, Grantor reserves the right to discontinue the processing of the application. This is not appealable.

Grantees expecting funds from other sources for use in completing projects partially financed with Grantor funds will present evidence of commitment of funds from other sources. This evidence will be made available before grant closing. The funds provided by the applicant or other sources will be disbursed prior to or in pro rata with the use of Grantor funds.

The funding period of this grant will begin on the "Performance Start Date" as entered in Section I, Block 7. on Form RD 4280-2 "Financial Assistance Agreement". The projected time frame for completion of this project is one year.

1. REQUIREMENT FOR SYSTEM FOR AWARD MANAGEMENT (SAM)

This grant is further conditioned upon your providing the Grantor with evidence of your Dun and Bradstreet Data Universal Numbering System (DUNS) number and evidence that you are registered in the System for Award Management (SAM). Your organization is actively registered with an expiration date of March 6, 2020.

You as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. USE OF FUNDS AND APPLICANT CONTRIBUTION

The proposed grant funds will be used to create a training program to target CNAs and nurses and their potential impact on treating the various aspects of opioid addiction. The project will support the development of small and emerging private business enterprises in rural areas in accordance with the application package as submitted for an "enterprise grant project" or as amended and approved by Grantor. Any changes in the proposed use of funds must be submitted in writing to Grantor and receive prior written approval.

The project will be comprised of the following funds:

	<u>RBDG</u>	<u>Match</u>	<u>Total</u>
Contractual	\$ 59,000		\$ 59,000
Personnel		\$ 5,000	\$ 5,000
Fringe		\$ 1,400	\$ 1,400
Supplies		\$ 5,000	\$ 5,000
TOTAL	<u>\$ 59,000</u>	<u>\$ 11,400</u>	<u>\$ 11,400</u>

Grantee matching funds of \$ 11,400 will be applied prior to grant funds or will be applied to the project at the same time grant funds are applied on a prorated basis. Prior to any release of grant funds, the Grantee will provide documentation sufficient to Grantor that matching funds have been expended on the approved project.

3. SCOPE OF WORK

Grantee will administer the grant in accordance with the approved Scope of Work. Grantor comments and required changes, if any, in the Grantee's Scope of Work will be provided by the Grantee.

The Grantee agrees to not turn the responsibility of the grant project over to any contracting party and will oversee and control the project through completion.

Any changes in the Scope of Work, must be approved in writing by Grantor. Should project not be completed by the "Performance End Date" as entered in Section I, Block 8. on Form RD 4280-2 "Financial Assistance Agreement", Grantee must request in writing, to Grantor, and receive approval, for an extension of time to complete the project.

Grantor may, at its discretion and under certain conditions, consider a one-time extension of the expiration date of the award of up to 12 months. Grantee must notify Grantor in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date of the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Please refer to 2 CFR 200.308 for additional requirements.

4. GRANTEE INSURANCE AND BONDING

Grantee must maintain sufficient hazard insurance, workman's compensation insurance and liability insurance, as recommended by Grantee's attorney, to protect the interests of the Grantee and the government. Grantee shall provide satisfactory evidence to Grantor that all officers of Grantee organization authorized to receive and/or disburse Federal funds are covered by such bonding and/or insurance requirements as are normally required by the Grantee and approved by Grantor.

5. DISBURSEMENT OF GRANT FUNDS

Grant funds will be disbursed by Grantor on a **reimbursement** basis not to exceed one reimbursement every 30 days. Standard Form (SF) 270 "Request for Advance or Reimbursement" will be submitted to Grantor along with sufficient supporting documentation that adequately identify the source and application of funds for federally-funded activities. Copies of paid invoices, receipts, cancelled checks, other evidence of payment, etc., will be required as supporting documentation for the reimbursement. The financial management system of the Grantee shall provide for effective control over and accountability for all funds, property, and other assets.

Grant funds will not be disbursed until all provisions of any phased environmental review process are complete in accordance with Grantee regulations.

Grant funds will be transferred to the Grantee via Electronic Funds Transfer (EFT). The Grantee will complete and deliver to Grantor Form SF-3881 "ACH Vendor/Miscellaneous Payment Enrollment Form".

It is the intent of the Grantee that all grant funds will be disbursed within one year from the "Performance Start Date" as entered in Section I, Block 7. on Form RD 4280-2 "Financial Assistance Agreement". In accordance with RD Instruction 4280-E, §4280.451(b), *"Funds not disbursed to the grantee within 42 months from the date of obligation will be automatically deobligated"*.

6. RURAL AREA

Grantee must certify that the project is located in a rural area as defined by RD Instruction 4280-E, §4280.403 and 7.U.S.C. 1991(a)(13)(A) and (D) et seq., and Grantee must certify that the activities provided under this grant will be benefiting a rural area.

7. CONFLICT OF INTEREST AND FEDERAL INTEGRITY ACT

Grantee will certify that no conflict of interest exists as outlined in RD Instruction 4280-E, §4280.406.

To assure the high standards of honesty, integrity, and impartiality maintained by Agency employees, we need to identify any Agency assistance to be provided to Agency employees, their relatives, or their business or close personal associates. This includes grants to organizations. If you know of any relationship or association you may have with an Agency employee, please provide this information.

8. DEBARMENT

Grantee must execute Form AD-1047 "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions" to certify that Grantee organization is not debarred or suspended from Government assistance.

Grantee also must obtain a certification on Form AD-1048 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" from any person or entity Grantee does business with as a result of this Government assistance that they are not debarred or suspended from Government assistance.

9. DRUG-FREE WORKPLACE

Grantee must execute Form AD-1049 "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individuals" to certify that Grantee will provide a drug-free awareness program for employees.

10. EQUAL OPPORTUNITY AND NONDISCRIMINATION REQUIREMENTS

The Grantee will comply with Title VI of the Civil Rights Act of 1964 "Nondiscrimination in Federally Assisted Programs", 42 U.S.C. 2000d, Section 504 of the Rehabilitation Act for Federally Conducted Programs and Activities, the Age Discrimination Act of 1975 and the Americans with Disabilities Act. Form RD 400-1 "Equal Opportunity Agreement" and Form RD 400-4 "Assurance Agreement" must be completed by the Grantee. The Grantee will be subject to Agency compliance reviews.

11. COMPLIANCE REVIEWS

In addition to the "Equal Opportunity and Non-Discrimination Requirements" stated above, Grantee must keep and provide data on race, gender, national origin, disabilities, and any such records, accounts, and other sources of information and facilities as may be pertinent for Grantor to determine whether the Grantee has complied or are complying with the regulations. Grantees should have available, for Grantor review, racial, ethnic, and gender data showing the extent to which members of minority groups are beneficiaries of Federal assistance programs.

For the initial Compliance Review, please complete the attached "Information Request for Compliance Review" document.

12. REQUIRED NONDISCRIMINATION STATEMENT AND POSTER

a. Full USDA Nondiscrimination Statement.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form. AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

b. Exceptions to Including the Full USDA Nondiscrimination Statement.

If the size of the material is too small to include the full statement, the material will at a minimum, include the following statement in print in the same size as the text:

"USDA is an equal opportunity provider, employer, and lender."

Where appropriate, a recipient may state:

"This institution is an equal opportunity provider."

Similarly, when an audio or video presentation does not reasonably lend itself to including the full statement, the presentation will, at a minimum include the following statement, presented in a conspicuous and meaningful manner:

"USDA is an equal opportunity provider, employer, and lender."

Alternatively, where appropriate, a recipient may state:

"This institution is an equal opportunity provider."

c. Recipients.

The recipient will post the Nondiscrimination Statement in its entirety containing only those protected bases mandated in applicable Federal law. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, disability, age, reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

The full Nondiscrimination Statement must be included on all print and non-print materials (including but not limited to, audio, video, website, brochures, newsletters, by-laws, etc.). If the size of the material is too small to include the full statement, the material will at a minimum, include the following statement in print in the same size as the text:

"This institution is an equal opportunity provider."

Recipients are required to notify applicants with disabilities and LEP persons of their right to free language assistance and accommodations and provide free language assistance and accommodations upon request.

d. And Justice for All Posters.

The USDA poster "And Justice for All" will be the primary method utilized to inform customers of their rights. The poster will be used for this purpose except when appropriate substitutes in outdoor areas are necessary. The "And Justice for All" poster is to be prominently displayed in all offices where there is a USDA presence and where it may be read by customers. Please note that institutions participating in or administering USDA programs are required to display the appropriate "And Justice for All" poster in their facilities where it can be viewed by customers.

All "And Justice for All" posters must be displayed in a specific size: 11" width x 17" height. The minimum text size that will be used on the "And Justice for All" posters is 14 point.

The following is the appropriate "And Justice for All" poster:

Form AD-475-A-Assisted Poster (revised December 2015)

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provided in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (a) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (b) fax: (202) 690-7442; or
- (c) email: program.intake@usda.gov.

"This institution is an equal opportunity provider."

See the enclosed pamphlet "Complying With Civil Rights Requirements" which explains and provides more information regarding the above Paragraphs 10, 11, and 12; and Grantee responsibilities.

13. LIMITED ENGLISH PROFICIENCY REQUIREMENTS

Executive Order 13166 "Improving Access to services for Persons with Limited English Proficiency" requires USDA, Rural Development (Agency) to ensure services provided by grant recipients comply with the requirements to examine the services provided, identify any need for services to those with Limited English Proficiency (LEP) and develop and implement a system to provide such services to enable persons with LEP have meaningful access to Agency funded programs.

The Agency LEP Implementation Strategy for Assisted Programs available at: <http://www.rd.usda.gov/about-rd/offices/civil-rights>) outlines a step-by-step approach to

comply with the LEP requirements. LEP is a national origin issue covered by Title VI of the Civil Rights Act of 1964 and is part of the requirements associated with your Agency funded program. Specifically, the Form RD 400-4 "Assurance Agreement" assures compliance with Title VI (42 U.S.C. 2000d), 7 CFR Part 15, and 7 CFR Part 1901.202. The Agency LEP guidance will assist you in conducting an LEP 4-Factor Analysis and developing your Language Access Plan (LAP).

14. REPORTING

In accordance with RD Instruction 4280-E, §4280.449 and 2 CFR 200.328, an SF-425 "Federal Financial Report" and a Project Performance Activity Report will be required on a quarterly basis (due 30 days after end of each calendar quarter) until all grant funds have been disbursed. Project reporting will begin on the "Performance Start Date" as entered in Section I, Block 7. on Form RD 4280-2 "Financial Assistance Agreement". Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time period is being accomplished, and other performance objectives are being achieved. No grant funds will be released without all reporting requirements being up to date.

The Grantee Project Performance Activity Report is a narrative that shall include, but not be limited to, the following:

- a. A comparison of actual accomplishments to the objectives established for that period;
- b. Reasons why established objectives were not met, if any;
- c. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established item periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
- d. Objectives and timetable established for the next reporting period.

A final Project Performance Activity Report will be required with the last SF-425 "Federal Financial Report" once all grant funds have been expended or the term of the grant expires. The final report may serve as the last quarterly report. The final report must provide the Grantee's assessment and evaluation of the success of the project, including the number of businesses assisted and jobs created and/or saved. Grantor will withhold the last reimbursement request until these final reports are received and approved.

Grantor may require the Grantee to prepare a report suitable for public distribution describing the accomplishments made with the grant and, in the case where the grant funded the development or application of a "best practice", to describe that "best practice".

For RBDG where grant funds are used to acquire or improve an asset, such as a business incubator, real estate, or equipment, the grantee will verify and report to RBS the performance measures quarterly until the funds are expended and every 3 years after the project completion.

15. AUDITS BASED UPON FEDERAL FINANCIAL ASSISTANCE RECEIVED

An annual audit is required in accordance with the 2 CFR Part 200, Subpart F, §200.500-§200.521 "Audit Requirements". Grantees expending \$750,000 or more of Federal assistance per year must submit an audit in accordance with the provisions of 2 CFR Part 200, §200.500-§200.521. Audits are due within nine (9) months after the end of the Grantee's fiscal year.

Grantees expending less than \$750,000 a year in Federal awards are exempt from the Federal audit requirements for that year except as noted in 2 CFR part 200, §200.503. However, in accordance with RD Instruction 4280-E, §4280.450, Grantees that expend less than \$750,000 a year in Federal awards are required to submit a compilation and management report within 120 days after the end of the Grantee's fiscal year. Further, records must be available for review or audit by appropriate officials of the awarding Federal agency, pass-through entity, and Government Accountability Office (GAO).

16. RESPONSIBILITIES OF THE GRANTEE

- a. The Grantee must comply with the requirements set forth in RD Instruction 4280-E and Form 4280-2 "Rural Business-Cooperative Service Financial Assistance Agreement".
- b. Grantee will certify in writing, that they are in compliance with and will continue to comply with all applicable laws; regulations; Executive Orders; and other generally applicable requirements, including those contained in 2 CFR Part 200 and 2 CFR Part 400 in effect on the date of grant approval; and the approved "Letter of Conditions"
- c. Grantee must certify in writing as being in compliance with the procurement requirements of 2 CFR Part 200 Subpart D, as required in 2 CFR Part 200, §200.324(c)(2), as well as compliance with all applicable State, Local, and Tribal laws and regulations relating to contracting and procurement as identified in 2 CFR Part 200, §200.318.

17. START OF PROJECT

The Grantee is cautioned that expenditures should not be undertaken for which reimbursement is anticipated under this grant application until notified in writing that the grant has been approved and funds reserved.

18. PROGRAMMATIC CHANGES

The Grantee shall obtain prior approval for any change to the scope or objectives of the approved project. Failure to obtain prior approval of changes to the scope or budget the Agency may suspend, terminate, and recover the grant funds.

19. OTHER REQUIREMENTS

The Grantee will be responsible for any additional requirements of federal, state or local governments that may apply in accordance with RD Instruction 4280-E and 2 CFR Part 200.

20. GRANT CLOSING AND FINANCIAL ASSISTANCE AGREEMENT

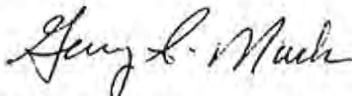
The grant will be considered closed on the date the Grantee and Grantor sign Form RD 4280-2 "Financial Assistance Agreement". The above conditions are based on the proposed use of funds as outlined and financing arrangements as specified. The conditions as stated may be modified if the scope or cost of the project is changed or the financial arrangements are adjusted.

21. GRANT MONITORING AND SERVICING

Grant will be monitored and serviced in accordance with RD Instruction 4280-E, RD Instruction 1951-E, RD Instruction 1951-O, 2 CFR Part 200, 2 CFR Part 400, all other applicable regulations, and Form RD 4280-2 "Financial Assistance Agreement".

You will be contacted by the Agency when we are ready to complete the pre-award Compliance Review and close the grant. If you have any questions concerning this letter, please do not hesitate to contact Jennifer Burton, Business and Cooperative Program Specialist at 620-280-8738 or by e-mail at jennifer.burton@usda.gov.

Sincerely,



GARY S. MACK
Business and Cooperative Program Director

ENCLOSURES FOR LETTER OF CONDITIONS

The following documents must be signed and returned to obligate funds:

Form RD 1942-46 - Letter of Intent to Meet Conditions
Form RD 1940-1 - Request for Obligation of Funds

The following forms and documents are required to be completed to meet the Letter of Conditions:

Form SF 3881 - ACH Vendor/Miscellaneous Payment Enrollment Form
Form AD 1047 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
Form AD 1049 - Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individuals
Form RD 400-1 - Equal Opportunity Agreement
Form RD 400-4 - Assurance Agreement
Form AD 3031 "Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants" – *if applicable*
RBDG Grantee Certifications
Information Request for Compliance Review
Form RD 4280-2 "Rural Business-Cooperative Service Financial Assistance Agreement"
NOTE: This is a blank copy for your information. The Grantor will complete the Grant Agreement form and provide it to you on or before the grant "closing date".

The following documents are provided for grant management purposes:

Form AD-1048 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
Form SF-270 - Request for Advance or Reimbursement
Form SF-425 - Federal Financial Report
Rural Business Development Grant Project Performance Report
Complying with Civil Rights Requirements Pamphlet
Form AD-475-A-Assisted Poster (And Justice for All)



**Certification Regarding Debarment, Suspension, and Other Responsibility Matters AD-1047
Primary Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes 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 provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes 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 provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

AD-1049

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes 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 provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. 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
 - b. 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;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE *(Street Address, City, County, State, Zip Code)*

Check if there are workplaces on file that are not identified here.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

AD-3031

U.S. Department of Agriculture ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552(a), as amended). The authority for requesting the following information for USDA agencies and offices is in sections 745 and 746 of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.

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 of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes 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 provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, Division E, Title VII, sections 745 and 746, as amended and/or subsequently enacted for U.S. Department of Agriculture (USDA) agencies and offices regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the corporation recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

BUSINESS NAME

DATE SIGNED (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of 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, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require 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 to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.



What Federal civil rights laws must we follow to ensure compliance?

The applicable Federal civil rights laws that recipients must follow include:

Federal Civil Rights Laws

Statute	Prohibits Discrimination on the Basis of	U.S. Code
Equal Credit Opportunity Act	Race, color, religion, national origin, sex, marital status, age	15 USC 1691
Fair Housing Act (Title VIII of the 1968 Civil Rights Act)	Race, color, national origin, religion, sex, familial status, disability	42 USC 3601
Title VI of the 1964 Civil Rights Act	Race, color, national origin	42 USC 2000d-2000d-7
Section 504 of the 1973 Rehabilitation Act	Disability	29 USC 794
Section 109 of Title I of the 1974 Housing and Community Development Act	Race, color, national origin, sex, religion	42 USC 3535d
Title II and III of the 1968 Americans With Disabilities Act, as amended	Disability	42 USC 12181 and 12181
1975 Age Discrimination Act, as amended	Age	42 USC 6101 et seq.
Title IX of the 1972 Education Amendment Act	Sex	20 USC 1581-1588

What does Rural Development do to ensure compliance with nondiscrimination responsibilities?

Rural Development will conduct reviews of your programs and activities on a periodic basis to ensure they comply with civil rights laws. Rural Development is your partner in providing equal opportunity to the public.

For More Information

For more information, contact your local Rural Development office.

www.rd.usda.gov
1 (800) 787-8821 (toll free)

USDA is an equal opportunity provider, employer, and lender.



PL-273M
October 2015

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With USDA Rural Development

Who is required to comply with Federal civil rights laws?

If you receive Federal funds or assistance, such as a loan or grant, from USDA Rural Development, you must comply with Federal civil rights laws and provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Additionally, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice.

This guide provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in education programs or activities), age, and disability. It also includes a list of the applicable civil rights laws you must follow.

What is considered "Federal funds or assistance?"

Federal funds or assistance includes:

- Federal monies given by grants, sub-grants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans.
- Training presented by a Federal agency.
- The loan or temporary assignment of Federal personnel (for example, having a Rural Development employee instruct a course at a local university).
- The loan or use of Federal property at below-market value.

Are we a recipient of Federal funding and assistance?

You are a "recipient" if, through a partnership with Rural Development, you receive Federal funding or assistance—either directly or through another recipient—to conduct a program you offer to the public. Recipients include:

- Any individual receiving Federal funding or assistance.
- A State or local government.
- An American Indian or Alaska Native individual, tribe, corporation, or organization.
- Any public or private agency, institution, or organization, such as a university, college, or non-profit.

What are our responsibilities for complying with Federal civil rights laws?

As a partner with Rural Development, your responsibilities for complying with Federal civil rights laws include, but are not limited to:

- Signing an assurance certifying that you will comply with civil rights laws, if you have sub-recipients, obtain a signed assurance from them.
- Displaying the "And Justice for All" U.S. Department of Agriculture poster (AD-472C) in your public reception areas or other areas visible to the public. Contact your Rural Development office to obtain copies.
- Including the following statement about nondiscrimination and how to file a complaint in your publications and outreach materials:

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.nsr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410.
2. fax: (202) 690-7442, or
3. email: program.intake@usda.gov.

If the publications or materials are too small to permit use of the full statement, at a minimum, include the following statement, in print size no smaller than the text:

This institution is an equal opportunity provider.

If your publications and outreach materials are related to a loan or grant project, include a statement of affiliation with Rural Development, such as:

This publication made possible through a grant from USDA Rural Development.

—OR—

This project was conducted in cooperation with USDA Rural Development.

- Providing program information in alternative formats for people with disabilities and in alternative languages for people with limited English proficiency, as appropriate to your customer base.
- Identifying a person to be responsible for ensuring that your program is in compliance with civil rights requirements.
- Reviewing all your policies, procedures, and practices to ensure that they do not limit participation on the bases of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible, and then carry out the plan as appropriate.
- Ensuring that your staff understands their civil rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing information to Rural Development on your outreach to participants in your programs and activities.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between _____

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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 collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes 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.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest:

Secretary

By _____
President

Position 3

USDA
Form RD 400-4
(Rev. 11-17)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The

(name of recipient)

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are 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 0575-0018. The time required to complete this information is estimated to average 15 minutes 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.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, _____ on this
(name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

Date

Attest: _____

Title

Title

Malena Bazurto

From: Burton, Jennifer - RD, Phoenix, AZ <jennifer.burton@usda.gov>
Sent: Friday, July 5, 2019 3:11 PM
To: rppatterson@co.apache.az.us
Cc: Malena Bazurto
Subject: 2019 RBDG Award
Attachments: Apache-LOC.pdf; Apache-RD 1942-46.pdf; Apache-RD 1940-1.pdf; LOC Attachments.zip

Please find attached the documents pertaining to your 2019 RBDG award. The first document is the Letter of Conditions for the award. If you are agreeable to the conditions, please sign and date the second and third attachments, the Letter of Intent to Meet Conditions (1942-46) and the Certification Approval page of the Request for Obligation of Funds (1940-1). **These two documents must be returned to me by July 24, 2019 for funds to be set aside for your project.** The third attachment is a zip file containing all of the enclosures listed on the last page of the Letter of Conditions. The additional documents required to meet the Letter of Conditions (second set of documents in the enclosure list) must be received prior to grant closing, or execution of the Financial Assistance Agreement, which I will be preparing once all documents have been received. Please mail all pages containing original signatures to my attention at the address below.

Please let me know if you would like hard copies of these email attachments or if you have any questions. I will be out of the office next week for training and will not have access to voice mail or email, but I will be back in the office on Monday, July 15th.

Jennifer L. Burton
Business & Cooperative Programs Specialist | Arizona State Office
Rural Development | United States Department of Agriculture
230 N 1st Ave., Suite 206 | Phoenix, AZ 85003-1706
Phone: 602-280-8738 | Fax: 855-699-8035
Email: jennifer.burton@usda.gov (NOTE: Email has changed)
www.rd.usda.gov/az | "Together, America Prospers"

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

Dear Ms. Burton:

Apache County is pleased to accept the USDA Rural Development Grant. Please accept this letter to continue at the lower award amount of \$59,000. Appropriate changes to the budget and scope of work have been made to allow for priority objectives to be met within the desired timeframe. Please find those amended documents attached to this letter and contact our office if you have any questions or concerns.

Thank you and we look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Patterson", is written over a horizontal line.

RURAL BUSINESS-COOPERATIVE SERVICE FINANCIAL ASSISTANCE AGREEMENT

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

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

I. GENERAL AWARD INFORMATION

1. Recipient Name & Address Apache County 75 W Cleveland St. Johns, AZ 85936	2. DUNS No. 082897786	3. SAM No. 3S6W2
5. Federal Award Identification Number (FAIN)	4. Case No. 02-028-866000385	
7. Performance Start Date 08/05/2019	6. Award Date 07/25/2019	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated \$59,000.00	8. Performance End Date 08/04/2020	
11. Total Project Cost (Budget Approved Amount) \$70,400.00	10. Amount of Matching/Other Funds (if applicable) \$11,400.00	
13. Indirect Cost Rate (if applicable)	12. Award as Percentage of Total Project Cost 83.8%	
15. Recipient Contact (Name, Title, Contact Info) Ryan Patterson, County Manager 927-337-7502 rpatterson@co.apache.az.us	14. Does this award involve Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	16. Agency Contact (Name, Title, Contact Info) Jennifer Burton, B&CP Specialist 602-280-8738 jennifer.burton@usda.gov	

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

ii. RESPONSIBILITIES

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

1. Financial and Program Management. You must follow the financial and performance management requirements in 2 CFR §§ 200.300-.309.

a. **Financial Management.** You must maintain a financial management system in compliance with 2 CFR § 200.302.

b. **Internal Controls.** You must maintain internal controls in compliance with 2 CFR § 200.303.

c. **Payments.** You must comply with the payment requirements described in 2 CFR § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RBS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.16.

d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment B in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment B - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR § 200.308.

e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 CFR § 200.309.

f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 0.00 for the Period of Performance of the award. (See 2 CFR § 200.304.)

g. **Program Income.** You must comply with the requirements of 2 CFR § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 CFR § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2

CFR § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 CFR § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

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

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

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

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

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

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

Approved by an Authorized Representative of the Recipient:

Name (Please Print)

Title (Please Print)

Signature

Date

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

GARY S. MACK

Name (Please Print)

BUSINESS & COOPERATIVE PROGRAMS DIRECTOR

Title (Please Print)

Signature

Date

Attachment A – Program Addendum
Attachment B – Approved Work Plan and Budget

Attachment A – Program Addendum

Attachment A – Program Addendum

PROGRAM NAME:

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

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

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

APPLICABLE FEDERAL REGISTER NOTICE: [INSERT FR REFERENCE]

ADDITIONAL PROGRAMMATIC AWARD PROVISIONS:

RBS and the Recipient agree to the following additional provisions:

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

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

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

N/A

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

Attachment B – Approved Work Plan and Budget. (The work plan must have time, scope, and outcome entries for each task.)

SCOPE OF WORK APACHE COUNTY, AZ

SPECIFIC PURPOSE OF GRANT

The Summit Medical facility in St Johns has interest in creating a research/education component that will create jobs as well as providing services. Currently, one of it's priorities is to develop programs to treat opioid addiction. We would use these grants funds to set up a training program in partnership with the Summit Medical Facility, the NAVIT program, the high school and NPC in St. Johns to create a program for future CNA's. Also, how the nursing field can impact various aspects of treating opioid addiction. It is our intention to develop a curriculum and training in conjunction with NAVIT and NPC. The County would like to incorporate this project with the future small business incubator, the research center and other educational components in one of the County owned buildings. We would work with NPC and the four year colleges to set up future trainings in this 'educational lab'.

TIMEFRAME

It is anticipated that this program will be set up within a one year's time frame during the duration of the grant cycle. The County will work in conjunction with the City of St. Johns to combine a learning center on behalf of the County.

KEY PERSONNEL

Apache County:

- Ryan Patterson, County Manager will have oversight of the grant's overall success of the project and grant's expenditures.
- Malena Bazarro, District III Manager will have reporting responsibility for the grant and input into the program
- Russ Yelton, Yelton and Associates will prepare feasibility study and Ms. Chiesl will help with fiscal reporting.

GRANT PURPOSES

The project will be administered by Apache County and Ryan Patterson, County Manager will provide oversight for the grant. Yelton and Associates and Ms. Chiesl will work closely with Ms. Bazarro and Mr. Patterson to develop the program. A Committee will be formed and will meet monthly in addition to conference calls with potential partners.

MATCHING FUNDS

The County will provide inkind match as noted in budget narrative.

ANTICIPATED JOB CREATION/ECONOMIC IMPACT

The Medical Center will benefit from the CNA and nursing jobs that can be created from this program. The future research facility will create several partnerships both government, private and University which should extend this job creation and economic impact.

**BUDGET NARRATIVE
USDA: RBEG
APACHE COUNTY**

IN-KIND MATCH

I.	<u>PERSONNEL</u>		
	County Manager	\$ 2,500.00	
	To provide additional oversight of planning		
	District 3 Manager		
	Reporting and fiscal oversight	<u>\$ 2,500.00</u>	
	Total Personnel	<u>\$ 5,000.00</u>	
II.	<u>Fringe</u>		
	County Manager	\$ 700.00	
	District 3 Manager	<u>\$ 700.00</u>	
	Total Fringe	<u>\$ 1,400.00</u>	
III.	<u>Supplies</u>	<u>\$ 5,000.00</u>	
	Copying Costs and misc supplies		
IV.	COST OF SPACE FOR TRAINING TBD		
	TOTAL IN-KIND	\$ 11,400.00	

GRANT FUNDS

I.	<u>CONTRACTUAL</u>		
	Consultant		
	Meet with County Manager, District 3 Manager, NAVIT, NPC, UA/NAU To develop training program To include travel/lodging	<u>\$59,000.00</u>	
	TOTAL FEDERAL FUNDS REQUESTED	\$ 59,000.00	
	TOTAL PROGRAM COST		\$70,400.00

SCOPE OF WORK APACHE COUNTY, AZ

SPECIFIC PURPOSE OF GRANT

The Summit Medical facility in St Johns has interest in creating a research/education component that will create jobs as well as providing services. Currently, one of it's priorities is to develop programs to treat opioid addiction. We would use these grants funds to set up a training program in partnership with the Summit Medical Facility, the NAVIT program, the high school and NPC in St. Johns to create a program for future CNA's. Also, how the nursing field can impact various aspects of treating opioid addiction. It is our intention to develop a curriculum and training in conjunction with NAVIT and NPC. The County would like to incorporate this project with the future small business incubator, the research center and other educational components in one of the County owned buildings. We would work with NPC and the four year colleges to set up future trainings in this 'educational lab'.

TIMEFRAME

It is anticipated that this program will be set up within a one year's time frame during the duration of the grant cycle. The County will work in conjunction with the City of St. Johns to combine a learning center on behalf of the County.

KEY PERSONNEL

Apache County:

- Ryan Patterson, County Manager will have oversight of the grant's overall success of the project and grant's expenditures.
- Malena Bazarro, District III Manager will have reporting responsibility for the grant and input into the program
- Russ Yelton, Yelton and Associates will prepare feasibility study and Ms. Chiesl will help with fiscal reporting.

GRANT PURPOSES

The project will be administered by Apache County and Ryan Patterson, County Manager will provide oversight for the grant. Yelton and Associates and Ms. Chiesl will work closely with Ms. Bazarro and Mr. Patterson to develop the program. A Committee will be formed and will meet monthly in addition to conference calls with potential partners.

MATCHING FUNDS

The County will provide in-kind match as noted in budget narrative.

ANTICIPATED JOB CREATION/ECONOMIC IMPACT

The Medical Center will benefit from the CNA and nursing jobs that can be created from this program. The future research facility will create several partnerships both government, private and University which should extend this job creation and economic impact.

INFORMATION REQUEST FOR COMPLIANCE REVIEWS

USDA, Rural Development is required to complete a Compliance Review on recipients of Federal Assistance before any funds can be released. To assist us in completing the Compliance Review, please provide the following information.

1. EMPLOYEES

Please provide the following information regarding your employees:

GENDER/ ETHNICITY	MALE	FEMALE	TOTAL
Hispanic or Latino	11	36	47
Not Hispanic or Latino	140	136	276
TOTAL:	151	172	323

RACE	MALE	FEMALE	TOTAL
American Indian/ Alaskan Native	49	34	83
Asian	1	0	1
Black or African American	0	3	3
Native Hawaiian or Other Pacific Islander	0	0	0
White	90	99	189
Two or More Races	0	0	0
TOTAL:	140	136	276

2. BOARD OF DIRECTORS/GOVERNING BODY

Please provide the following information regarding your board of directors/governing body:

GENDER/ ETHNICITY	MALE	FEMALE	TOTAL
Hispanic or Latino	0	0	0
Not Hispanic or Latino	0	0	0
TOTAL:	0	0	0

RACE	MALE	FEMALE	TOTAL
American Indian/ Alaskan Native	2	0	2
Asian	0	0	0
Black or African American	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0
White	1	0	1
Two or More Races	0	0	0
TOTAL:	3	0	3

3. APPLICATIONS

Are all interested individuals permitted to file an application (written or otherwise) for participation?

YES NO

If "NO", explain why not? _____

Does or will the recipient of financial assistance maintain adequate records on the receipt and disposition of applications, including a list of applicants wishing to become participants?

YES NO

If "NO", what action is being taken to establish adequate records? _____

If "YES", number of applicants wishing to become participants on the list? _____

Number on list from minority groups: _____

** The list of applicants must include ethnicity, race, and gender of potential applicants.*

4. LOCATION OF THE FACILITY

Does the location of the facility or complex have the effect of denying access to any person on the basis of race, color, national origin, age, sex, or disability?

YES NO

5. USE OF SERVICES AND FACILITIES

Are all participants required to pay the same fees, assessments, and charges, as applicable?

YES NO

If "NO", explain: _____

Explain how charges for services are assessed? _____

Is the use of services restricted in any manner because of race, color, or national origin?

YES NO

If "YES", explain: _____

List the methods used by the recipient to inform the community of the availability of the services or benefits of the facility (newspaper, radio, television, word of mouth, outreach, etc.)?

Do these methods reach the minority population equally with the rest of the community?

YES NO

Are appropriate Equal Opportunity posters conspicuously displayed (And Justice for All poster)?

YES NO

Do written materials, i.e. ads, pamphlets, brochures, handbooks and manuals, have a nondiscrimination statement or Equal Opportunity statement?

YES NO

Describe the efforts of the recipients to attract minorities, females, and persons with disabilities to serve on the advisory board, board of directors, or similar boards.

6. ACCESSIBILITY REQUIREMENTS – Primary place of business

Does the recipient's facility have an accessible route through common use areas?

YES NO

Does the recipient's facility have a Telecommunication Device for the Deaf (TDD) or participate in a relay service?

YES NO

Describe reasonable accommodations made by the recipient for making the program accessible to individuals with disabilities.

7. PROGRAMS THAT CREATE EMPLOYMENT

Is there evidence that individuals in protected class are required to meet different employment selection criteria than non-minorities?

YES NO

Is there evidence that individuals of a protected class are being terminated in a disproportionate rate than non-minority employees?

YES NO

Do recipients that employ fifteen or more persons have a designated person to coordinate its efforts to comply with Section 504 of the Rehabilitation Act of 1973?

YES NO

Has the recipient provided reasonable accommodations to the known physical or mental impairment of employees with disabilities?

YES NO

8. CONTACTS WITH INDIVIDUALS AFFILIATED WITH THE FACILITY

Provide the name, phone number, e-mail, and other contact information of users, potential applicants, employees, and other affiliated with the facility. Provide contact information of two or three people so USDA, Rural Development can contact them for purposes of completing the compliance review.

9. COMMUNITY CONTACTS

Provide the name, phone number, e-mail, and other contact information of community leaders and organizations representing minorities, females, and individuals with disabilities. Provide contact information of two or three people so USDA, Rural Development can contact them for purposes of completing the compliance review.

10. PAST ASSISTANCE FROM USDA, RURAL DEVELOPMENT OR OTHER FEDERAL AGENCY

List past loans, grants, or other financial assistance from other agencies?

Does the recipient have a pending application with USDA, Rural Development or another Federal agency?

YES NO

11. CIVIL RIGHTS COMPLIANCE HISTORY

Compliance Review. Has the recipient had a finding of non-compliance by USDA, Rural Development or other Federal agency?

YES NO

Discrimination Complaints. Has a complaint of prohibited discrimination been filed against this recipient in the past three (3) years?

YES NO

Law Suit. Has a law suit based on prohibited discrimination been filed against this recipient in the past three (3) years? If so, describe and attach copies of the law suit.

YES NO

Did the recipient take appropriate corrective or remedial action to achieve compliance with civil rights laws or to resolve any discrimination complaint cases or law suits?

YES NO

APPLICANT/GRANTEE/RECIPIENT

Name

By: _____

Title

Signature

Date

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for independent contractor services is entered into between Apache County acting by and through its Board ("County") and Yelton and Associates ("Contractor") as follows:

RECITALS:

1. The County desires to contract with an outside professional provider to research, prepare, and complete a feasibility study in regards to the establishment of a Medical Research Facility.
2. The Contractor is competent to provide these services on behalf of the County

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

- Assistance in the planning of the feasibility of a Research Center
- Perform interviews with community stakeholders and potential users of the facility
- Review best practices of Rural Community Research Centers and incorporate into report
- Prepare a Final Report along with recommendations on the establishment of a Research Center
- Explore possible EDA and other funding for Research Center

FINANCIAL

As full and complete compensation for the services to be provided by Contractor, the County shall pay to the Contractor a fixed rate fee of One-Hundred and Fifty dollars (\$150.00) per hour, not to exceed a total annual amount of \$59,000.00 per 12-month period, an amount agreed upon by all parties. This Agreement shall remain in full force and effect for the period of one year.

Contractor will be compensated by the County for all reasonable and necessary costs incurred in the performance of services, to be deducted from the fund referenced above. Allowable costs include, but are not limited to, travel expenses, supplies for the performance of duties, and presentations.

On a monthly basis, the Contractor will submit to the County an invoice for services provided the previous month, along with digital scans of any receipts to which the contractor is seeking reimbursement. Payment will be made directly to the Contractor in accordance with County's standard procedures for processing payments.

GENERAL REQUIREMENTS

1. General Requirements

- a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
- b. The Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

3. Termination of Contract

The County and the Contractor may terminate this contract under the following conditions:

- a. The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.
 1. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.
 2. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents,

programs and other information created pursuant to this contract.

b. Contractor may terminate this contract at any time with thirty (30) days notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.

c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.

4. Default

a. The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement. However, Contractor will first be given 30 days once notified to remedy any deficiencies in the work provided.

b. The Contractor shall continue the performance of this contract to the extent not terminated.

c. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the County, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.

d. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

5. Independent Contractor

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

7. Record Retention

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Insurance and Indemnification

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by County;
- b. If required by law, workers' compensation coverage including employees' liability coverage.

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless

and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

10. Travel

Contractor will be reimbursed for travel as a cost pursuant to the Financial section of this Agreement.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. Assignment

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

Effective Date: August 1, 2019

Expiration Date: July 31, 2020

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the County:

Apache County

Date _____

Contractor:

Russ Yelton, Yelton and Associates

Date _____

Approved as to form:

County Attorney

Date _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Date/Signature: RF 7/29/19

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 place employee David Francisco on a Leave of Absence without Pay not to exceed 12 weeks in accordance with Section 3.6 of the Apache County Human Resources Policy Manual, effective July 21, 2019, and to allow Mr. Francisco to use donated time in excess of 480 hours until the end of the approved Leave of Absence without Pay.

BOS Meeting Date Requested August 6, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: [Signature]

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Signature]

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Apache County Sheriff's Office

Date/Signature: *[Signature]* 7/29/2019

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

Sheriff's Office requests approval of Agreement DC-20-001 between Arizona Criminal Justice Commission and the Apache County Sheriffs Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$225,301.00. This grant requires a 25% match that will be paid utilizing RICO Funds.

BOS Meeting Date Requested 8/5/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: *[Signature]*
See email

Finance Review: *[Signature]*

Signature: See email

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT

ACJC Grant Number DC-20-001
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1st day of June, 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE." The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Apache County Sheriff's Office
 PO BOX 518
 370 S. Washington
 St. John, AZ 85936
 Attn: **Sheriff Joseph Dedman, Jr.**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$128,598.00
Fringe Benefits (for salaries/overtime)*	\$96,703.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$225,301.00
Positions Funded: Drug Taskforce Commander-Apache County Sheriff's Office (1.0), Detective- Springerville Police Department (1.0), Detective- Eager Police Department (1.0) Equipment Type: Not Approved.	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. GRANTEE understands that other Federal grant funds cannot be used as a match for this grant. The total to be paid by the COMMISSION under this Agreement shall not exceed \$78,855.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$90,120.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$56,326.00.
8. Every payment obligation of the COMMISSION 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 COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment* when the equipment is no longer needed for the grant program.
Link: *e-CFR Navigation Aid:* <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to

keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Post-award Requirements" in the DOJ Grants Financial Guide").
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - A. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - B. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - C. The arbitration shall be conducted in Maricopa County.
 - D. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - E. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - F. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is

- appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- G. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
- H. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, the GRANTEE-

- i) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

i) it represents that-

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- ii) it certifies that, if it learns or is notified that any sub-recipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of *Uniform Guidance (2 CFR 200 subpart F 200.500)* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: Audit Requirements for OJP Awards:
<https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>
42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide.
Link: 2 C.F.R Part 200 for OJP Awards:
<https://ojp.gov/funding/Part200UniformRequirements.htm>
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018 <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: System for Award Management <https://www.sam.gov/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2018-DJ-BX-0444 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:
Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link:

<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
59. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or

correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: <http://www.azcjc.gov/grants>

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVV, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <http://niem.github.io/reference/specifications/>

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: https://it.ojp.gov/gsp_grantcondition

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-

1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, sub-grantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
71. GRANTEE acknowledges 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. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
77. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.
79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall be in full force and effect.
81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C section 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.
6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
7. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
8. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

9. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpssso.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.
10. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
11. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
 - a. Requirement to collect certain information from sub-recipients
 - i) The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed sub-recipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All sub-recipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from sub-recipients that are either a tribal government/organization, a nonprofit organization or a private institution of higher education.
 - b. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance
 - i) With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any sub-recipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
 - ii) Certifications from sub-recipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no sub-recipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.
 - iii) Rules of Construction
 - (1) For purposes of this condition:
 - (2) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

- (3) "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (4) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (5) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (6) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

iv) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

- c. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

- i) Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49,227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

- ii) Rules of construction

- (1) For purposes of this condition--
- (2) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.101(a)(3));
- (3) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any de-confliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
- (4) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
- (5) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any sub-recipient (at any tier) that is a government entity.

12. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be emailed to dcadmin@azcjc.gov and originals must be kept at the GRANTEE'S agency.

- a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at <http://azcjc.gov/drug-gang-violent-crime>
- b. Benchmark Worksheet can be submitted through <http://acjcreporting.azcjc.gov>
- c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at <http://acjcreporting.azcjc.gov>

Before the COMMISSION may transmit Federal funds from the FY 2018 Byrne/JAG grant, the GRANTEE is required to submit the properly executed certifications and questionnaire regarding compliance with 8 U.S.C § 1373.

- d. Certifications and Assurances by the Chief Legal Officer of the Jurisdiction and DHS and ICE Communications Questionnaire. Failure to submit the following two (2) certifications and Questionnaire will result in a hold of Federal funds. The DHS and ICE Communications Questionnaire document will be sent by email with grant agreement documents and attachments. Certifications and Assurances and Communications Questionnaire and may be returned by email to dcadmin@azcjc.gov or by mail.
 - i) The two required certifications can be obtained at:
https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_13731644_Rev0816.pdf
and
https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_VARIOUS_Rev1025.pdf
 - ii) DHS and ICE Communications Questionnaire. Form can be found at:
<http://azcjc.gov/drug-gang-violent-crime>

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for the implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

19. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements—whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

20. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

21. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

a. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.S(a), under which that power may be exercised "anywhere in or outside the United States" - within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

b. Rules of construction

i) For purposes of this condition:

- (1)** The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. I 101(a)(3)).
- (2)** The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 1025 I(a)(7)).
- (3)** The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-
 - (a) is designed to prevent or to significantly delay or complicate, or
 - (b) has the effect of preventing or of significantly delaying or complicating.

ii) Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

22. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

a. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide - as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government- contracted) correctional facility receives from

DHS a formal written request pursuant to the INA that seeks such advance notice.

b. Rules of construction

i) For purposes of this condition:

- (1)** The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 110(a)(3)).
- (2)** The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

ii) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

iii) Applicability

- (1)** Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.
- (2)** Current DHS practice is to use the same form for a second, distinct purpose - to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

iv) Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

**State or Local Government: FY 2018 Certification Relating to
8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)**

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
 - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
 - b. § 1231(a) (providing that a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien incarcerated by a State or local government, or by the federal government, from the United States generally "begins" no later than "the date the alien is released from detention or confinement"; and providing that the federal government may not "remove an alien [including "an alien in the custody of a State (or a political subdivision of a State)] who is sentenced to imprisonment until the alien is released from imprisonment");
 - c. § 1324(a) (forbidding the concealing, harboring, or shielding from detection of aliens illegally in the United States);
 - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (*see* 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
 - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will – by award condition – require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, whether or not in violation of 8 U.S.C. § 1324(a) or other laws, and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) or (3) or 8 U.S.C. § 1226(a) or (c).
4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
 - a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) or (c), 1231(a), 1357(a), or 1366(1) or (3) that are described in paragraph 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (a) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (b) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) or (c), 8 U.S.C. § 1231(a), or 8 U.S.C. § 1366(1) or (3).

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: State

Rev. October 25, 2018

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):—

- (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
- (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: State



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products-Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s), and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s), and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, the commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

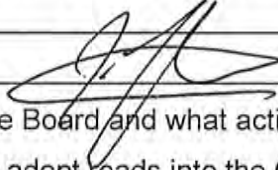
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering _____

Date/Signature: July 24, 2019



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


Discussion and Action to receive petitions to adopt roads into the County Maintenance System. The roads that have been petitioned are: N3119, N3120, N3323 and N3131.

BOS Meeting Date Requested 08-05-2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

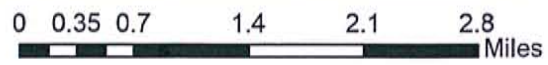
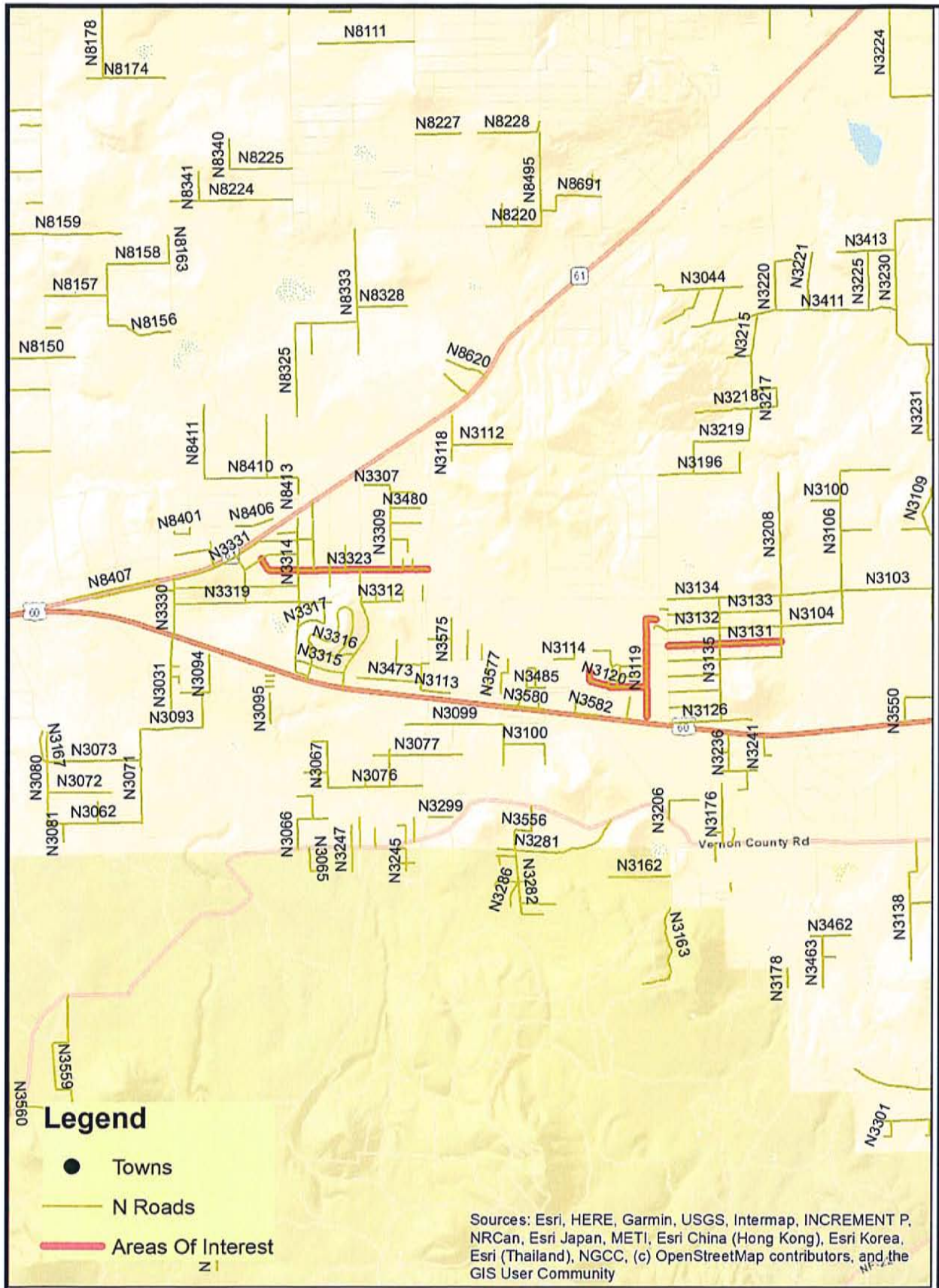
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



PETITION

To: Apache County Board of Supervisors

Subject: Apache County, Wilderness Area Roads

From: Wilderness Area Residences

The residence of the Apache County, Wilderness Area living on and/or using county roads N3119, N3120, N3121, N3123, N3124, 3125, to access their homes; present this petition to the head of the County Board of Supervisors asking them to dedicate our roads to be brought up to Standards and continued subsequent maintenance to insure the roads do not degrade to a sub-standard condition in the future. Our roads are currently in a deplorable condition and dangerous to drive on in many instances; especially during inclement weather. It has been so bad at times; one of our concerned residences spent over \$750 to have material (that was suggested by the County & State) hauled in to

repair one section that constantly flooded after heavy rains due to the lack of proper drainage, which resulted in a small lake. Your attention to this matter and necessary action to correct this situation will be greatly appreciated. (See Attached Pictures)

Respectfully Submitted,

Residence of the Wilderness & Adjacent Areas

1. Printed Name DEWIS B BALL
Address & Phone# Lot 20 ACR 3120 928-537-0824
Signature Dennis Ball
2. Printed Name Robert Valdez
not 19820 3122
Address & Phone# _____
Signature Robert Valdez
3. Printed Name AL Ripley
Address & Phone# lot 15 ACR 3125 85901

Signature Lorena Pino

4. Printed Name LORENA PINO

Address & Phone# PO BOX 147 Vernon AZ 85940

Signature Lorena Pino

5. Printed Name Yhuma De Choquiter

Address & Phone# 1-928-537-4530

Signature Yhuma J. Choquiter

6. Printed Name HENRY ALTOMER

Address & Phone # Hse #49 3119 LOT 102

Signature [Signature]

7. Printed Name GERALD MORAN

Address & Phone# HSE # 38 ACR 3119 LOT 100
928-532-1557

[Signature]

Signature Cary W. Allen

8. Printed Name CARY Wallace ALLEN
Address & Phone# N 3120 Apache Woodlands #2

Signature Cary W. Allen

9. Printed Name SABINO HINOJOS
Address & Phone# N 3124 ANTELOPE #25

Signature Sabino Hinojos

10. Printed Name Louise Cox
Address & Phone# 56 ACR 3124,

Signature Louise Cox

11. John & Julia Farmer
N 3121 # 14 Julia A. Farmer

12. Printed Name John & Julie Farmer

Address & Phone# 14 NCR 3121

Signature Julie A. Farmer

13. Printed Name Timothy Castanier

26 Antelope trail 537-7270
Address & Phone# 32 ACR 3120 Show Low AZ

Signature Timothy Castanier

14. Printed Name Henry F. Mordegar

Address & Phone# 3509 Empress Dr - 1651

Signature Henry F. Mordegar

15. Printed Name GLORIA MARTIN Lutz

H 11 L 89 CR 3119

Address & Phone# 928 242-0679

Signature Gloria Martin Lutz

16. Printed Name Sharon Clark

928-5328677

Address & Phone# P.O. Box 442 Vernon, AZ

Signature Sharon L. Clark

17. Printed Name KERRY R CLARK

N 3120 #45 VERNON, AZ 85940

Address & Phone# 928-532-8677

Signature Kerry R. Clark

18. Printed Name Richard Miller

Address & Phone# CR 3120 Lot 66 Vernon AZ 85940

Signature 

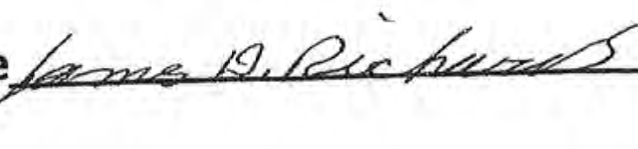
19. Printed Name Linda Strand

Address & Phone# 3146 CR lot 46 Vernon, AZ 85940

Signature 

20. Printed Name James D. Richards

Address & Phone# 928-532-5837
7 CR 3121

Signature 

21. Printed Name FRANK R HAGAN

Address & Phone# 15 ACR 3151 928-537-9279

Signature Frank R Hagan

22. Printed Name Linda Philbrook

Address & Phone# 2 ACR 3124 714-334-0581

Signature Linda Philbrook

23. Printed Name Jerry Sayer

Address & Phone# CR 3119 H H 2

Signature Jerry Sayer

Printed Name HOMER O'NEAL

Address & Phone# #6 ACR 3125-602-448-9990

Signature [Handwritten Signature]

Printed Name _____

Address & Phone# _____

Signature _____

Printed Name _____

Address & Phone# _____

Signature _____

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE
 IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # N3131 , LOCATED AT: Show Low Highlands, N3131 @ intersection of Pine Tree Rd. to N3131 and Coral Rd.

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
Simon J Johnson	52 N3131	VERNON, AZ 85940	6-30-2019
Dakota E Johnson	52 N 3131	VERNON AZ 85940	6-30-2019
Hal Bennett	38 ACR 3131	VERNON AZ	6-30-19
LR AA	38 ACR 3131	VERNON AZ	6-30-19
Jack Huff	44 ACR 3131	VERNON, AZ	6-30-19
Melissa Huff	44 ACR 3131	VERNON AZ	6-30-19
Monty Mahan	55 ACR 3131	VERNON AZ	6-30-19
Lynn McMahie	55 ACR N3131	VERNON AZ	6-30-19
Wally Gokun	3131 N21	VERNON AZ	6-30-19
Richard Gokun	3121 N21	VERNON AZ	6-30-19
David Valkest	32 3131	VERNON AZ	7-1-19
Catuck Mahan	13 CR 3131	VERNON, AZ	7-1-19

N3131 (Ensley) from Pine Tree Rd. to Coral Rd.

Crawford Rd

Legend

Ensley Dr

McPherson Rd

N3131

3131

Ensley Dr

N3131

Coral Rd

3130

3136

McTavish Dr

3119

3120

Run

Pine Tree Rd

Highland Dr

McGregor Rd

Evergreen Rd

3125

Google Earth

© 2018 Google



60

2000 ft

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3119 , LOCATED AT: Vernon, AZ

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
Dan Chance	15 ACR 3121	Vernon AZ 85940	7/27/18
Patty Chance	15 ACR 3121	Vernon AZ 85940	7/27/18
Patty Chance	15 ACR 3121	Vernon AZ 85940	7/27/18
Stephen Coombs	50 ACR 3120	Vernon, AZ 85940	8/2/18
John J. Farmer	14 CR 3121	Vernon AZ 85940	8/2/18
MELIE BEJRANO	52 CR 3121	Vernon AZ 85940	8/4/18
Tommy Bejrano	52 CR 3121	Vernon AZ 85940	8/4/18
Joseph Carter	13N 3123	" "	8/4/18
Maryl Carter	13N 3123	" "	8/4/18
SABINO HINOJOS	CR 3124	VERNON	8/4/15
Reily Gossman	PO Box 783	Kennowas	8/14/15
Nancy Gossman	PO Box 783	vernon, az	8/4/18

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3119 , LOCATED AT: Vernon, AZ

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
DEBORAH HUMPHREY	CR 3261 #39C	VERNON AZ 85940	8/4/18
Jodie Humphrey	CR 3261 #39C	Vernon, AZ 85940	8/4/18
Tom McCoy	ACR 3158 #5E	Vernon	8/4/18
W. J. ...	NCR 3132 Macpherson	VERNON AZ 85940	8/4/18
Jimmy ...	CR 3182	Vernon AZ	8/4/18
Donna Hoffower	59 ACR 3323	Vernon AZ	8/4/18
LORETTA DELINE	5 ACR W 3552	Vernon 85940	8/4/18
Richard Sneldon	70 ACR 3148	Vernon, AZ 85940	8/4/18
Douglas FERRIS	ACR 3162 LOT 9	VERNON, AZ, 85940	8-4-18
Fessie Kerr	3129 CR #271	Vernon AZ 85940	8-4-18

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3119 , LOCATED AT: Vernon, AZ

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
Dana Cooper, Dana Cooper	25 ACE 3175	Vernon, AZ 85940	8-4-18
Price, John Wm. John Wm. Price	57 CR 3261	Vernon, AZ 85940	11
Cherry Moyer - Cherry Moyer	1473 ACR 3140	Vernon AZ 85940	8/4/2018
WALTER CRAIG Walter Craig	856 SO. RD. 3144	VERNON AZ 85940	8-4-2018
DANNA J. Young Donna J. Young	1626 Vernon Rd	VERNON, AZ, 85940	7-11-44
Tina Bird Tina Bird	House 20 CR 3181 Vernon, AZ		8/4/18
John Tedford	848 CR 3144	VERNON AZ 85940	
Emitt Farr Emitt Farr	2285 #7 CR. 3150 Vernon, AZ	85940	4-Aug-2018
Jo Kees Jo Kees	N 3551	Vernon	8/4/2018
Kate Dahl Kate Dahl			

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3119 LOCATED AT: Vernon, AZ

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
RHONDA PENDER Rhonda Pender	847 TIMBERKNOLL RD	VERNON AZ	8-4-2018
THOMAS PENDER	847 TIMBERKNOLL RD	8004-2018	
IVAN Doyle	1650 CR 3140	VERNON	8-4-2018
Kevin Doyle	1650 CR 3140	Vernon	8/4/18
John Vehar	25 ACR 3099	Vernon	8/4/18
Connie L. Welch	115 CR 3149	Vernon	8/4/18
Ron Hotz	25 CR 3203	85924	8/4/18
Paula Johnson Paula Johnson	633 ACR 3144	85940	8/4/18
Patrick Maher	13 CR 3131	Vernon AZ 85940	8/11/18
NAME	ADDRESS	CITY/STATE/ZIP	DATE

We, the undersigned residents of Apache County, petition the County of Apache, to do normal maintenance and place suitable surfacing on roads ACR 3323 and ACR 3309. The residents that live in this area have to traverse these roads every day to get to work or the store. The roads are nearly impassable when it rains or snows due to the mud. We are all tax paying residents and need the county to improve these roads with some of our taxes:

Stabnau	78 ACR 3308	Vernon
Magusin	68 ACR 3307	Vernon
Stastian	65 ACR 3307	Vernon
Harrison	36 ACR 3309	Vernon
Gonzales	Same -	
MAZUR	112 ACR 3323	
Mudge	8 ACR 3589	
KORB	54 CR 3309	
Harriman/Gray	52 348	
Koppen	48 3480	Vernon
Haroldson	#2 ACR 3481	Vernon
Rick Matw	5 CR 3592	Vernon
SAMARIN	#8 ACR N. 3592	VERNON
Chandler	#6 ACR 3592	VERNON
CHILKSON	34 81	Vernon
MILLER	58 3309	Vernon
Bonnie Rosen	#71 3307	Vernon, AZ.

We, the undersigned residents of Apache County, petition the County of Apache, to do normal maintenance and place suitable surfacing on roads ACR 3323 and ACR 3309. The residents that live in this area have to traverse these roads every day to get to work or the store. The roads are nearly impassable when it rains or snows due to the mud. We are all tax paying residents and need the county to improve these roads with some of our taxes.

Clanton	72	ACR 3307	Vernon, AZ	85940
MARTINSON	3	ACR 3592	Vernon AZ	85940
DECKER	20	ACR 3591	Vernon AZ	85940
LEE	40	ACR 3309	Vernon, AZ	85940
Fejes	80	ACR 3308	Vernon AZ	85940
ALEY	82	ACR 3308	Vernon AZ	85940
Morgan	94	ACR 3308	Vernon AZ	85940
Saunt, Sorriant	9	ACR 3323	Vernon AZ	85940
Vernon Jay	79	ACR 3323	Vernon AZ	85940
Kate Becerra	71	ACR 3323	Vernon AZ	85940
Hidi Brown	67	ACR 3323	Vernon AZ	85940
David Brown	67	ACR 3323	Vernon AZ	85940
Pete Baldwin	7	ACR 3590	Vernon AZ	85940
Ally Case	7	ACR 3590	Vernon AZ	85940
Stephen Fowlers	#6	ACR N3590	Vernon, AZ	85940
Blain Curtis	120	acr 3323	Vernon, AZ.	85940
Sary Adwell	#37	3307	Vernon AZ	85940
Bill Dimchak	77	3323	Vernon AZ	85940

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 07/30/19

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL TO PURCHASE ONE (1) SEMI TRUCK TRACTOR FROM RUSH TRUCK CENTER FOR DISTRICT II USING THE HGACBuy CONTRACT #HT06-18 AT A COST OF \$148,381.17. FUNDS ARE FROM CARRYOVER.

±

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 _____



Rush Truck Center, Phoenix

9600 W. Roosevelt St.
Tolleson, AZ 85353
602-422-8100

www.rushtruckcenters.com

Retail Sales Order

SALES ORDER		Date <u>07/30/2019</u>																																											
Please enter my order for the following: <input checked="" type="checkbox"/> New <input type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input checked="" type="checkbox"/> F.E.T. Exempt		APACHE COUNTY																																											
Make <u>Peterbilt</u> Series <u>389</u> Year <u>2020</u> Body Type <u>TT Tractor</u> Color <u>WHITE</u> Trim <u>Prestige</u>		Customer's Name <u>P.O. BOX 428</u> <u>ST. JOHNS</u> <u>AZ</u> <u>85936</u> Street City State Zip <u>86-6000385</u> <u>1-928-337-4364</u> Federal Tax ID # Business Phone Fax																																											
Serial # <u>1XPXD40X3LD648967</u> Stock # <u>1038749</u> To be delivered on or about <u>8/14/2019</u>		Purchaser's Name Street City State Zip Federal Tax ID # Business Phone Fax																																											
New 2020 Peterbilt Model 389 Heavy Duty spec Day Cab Tractor as per the attached.		<u>John Greener</u> By Salesman																																											
Complete PDI, pre-delivery and DOT inspections included, plus detail.		Truck Will be Titled in <u>Maricopa</u> County.																																											
		LIENHÖLDER INFORMATION																																											
		Date of Lien																																											
		Lien Holder																																											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Sales Price</td><td style="text-align: right;">136,737.00</td></tr> <tr><td>Factory Paid F.E.T.</td><td style="text-align: right;">0.00</td></tr> <tr><td>F.E.T. Tire Credit</td><td style="text-align: right;">0.00</td></tr> <tr><td>Total Factory Paid F.E.T.</td><td style="text-align: right;">0.00</td></tr> <tr><td>Optional Extended Warranties</td><td style="text-align: right;">0.00</td></tr> <tr><td>Sub-Total</td><td style="text-align: right;">136,737.00</td></tr> <tr><td>Dealer Paid F.E.T. *</td><td style="text-align: right;">0.00</td></tr> <tr><td>Local Taxes</td><td style="text-align: right;">11,349.17</td></tr> <tr><td>Additional Taxes</td><td style="text-align: right;">25.00</td></tr> <tr><td>License, Transfer, Title, Registration Fee</td><td style="text-align: right;">0.00</td></tr> <tr><td>Tire Recycling Fee</td><td style="text-align: right;">20.00</td></tr> <tr><td>Documentary Fee</td><td style="text-align: right;">250.00</td></tr> <tr><td>Total Cash Delivered Price</td><td style="text-align: right;">148,381.17</td></tr> <tr><td>Total Down Payment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Contract in Transit</td><td style="text-align: right;">148,381.17</td></tr> </table>		Sales Price	136,737.00	Factory Paid F.E.T.	0.00	F.E.T. Tire Credit	0.00	Total Factory Paid F.E.T.	0.00	Optional Extended Warranties	0.00	Sub-Total	136,737.00	Dealer Paid F.E.T. *	0.00	Local Taxes	11,349.17	Additional Taxes	25.00	License, Transfer, Title, Registration Fee	0.00	Tire Recycling Fee	20.00	Documentary Fee	250.00	Total Cash Delivered Price	148,381.17	Total Down Payment	0.00	Contract in Transit	148,381.17	Draft Through <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Total Used Vehicle Allowance *</td><td style="text-align: right;">0.00</td></tr> <tr><td>Less Total Balance Owed</td><td style="text-align: right;">0.00</td></tr> <tr><td>Total Net Allowance on Used Vehicle(s)</td><td style="text-align: right;">0.00</td></tr> <tr><td>Deposit or Credit Balance</td><td style="text-align: right;">0.00</td></tr> <tr><td>Cash with Order</td><td style="text-align: right;">0.00</td></tr> <tr><td>← - - - - -</td><td style="text-align: right;">0.00</td></tr> </table>		Total Used Vehicle Allowance *	0.00	Less Total Balance Owed	0.00	Total Net Allowance on Used Vehicle(s)	0.00	Deposit or Credit Balance	0.00	Cash with Order	0.00	← - - - - -	0.00
Sales Price	136,737.00																																												
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Cash with Order	0.00																																												
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A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.																																											
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		Customer's Signature _____ Date _____ 																																											
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.		OFFER RECEIVED BY: <u>John Greener</u> <u>7-30-19</u> SALES REPRESENTATIVE Date OFFER ACCEPTED BY: _____ AUTHORIZED REPRESENTATIVE Date																																											

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature:  7/31/19

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

Discussion and possible approval to purchase Asphalt Emulsions from Quality Emulsions, utilizing Navajo County's contract # B16-03-02, we have a projected need of 560 tons for a total cost of \$225,000, for District III roads.

BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____


Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

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: Discussion and possible approval to pay the Diversion Manager Position from any County Attorney's Office fund.

BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

7-9-19

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

RP

BOARD ACTION TAKEN

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

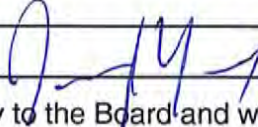
Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature: 7/16/2019 

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

County Attorney: Discussion and possible approval of an Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program Grant Agreement No. DC-20-020, in the amount of \$67,976.00 for FY19, with a match amount of \$22,659.

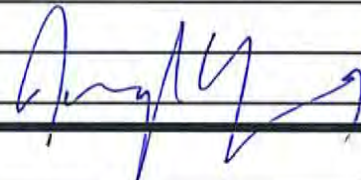
20 per Joe

BOS Meeting Date Requested August 5, 2019

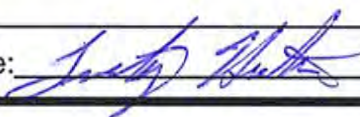
PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: 

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

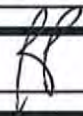
Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



BOARD ACTION TAKEN

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

Signature Clerk of Board _____



Arizona Criminal Justice Commission

June 1, 2019

Chairperson
SHEILA POLK
Yavapai County Attorney

Vice Chairperson
JOE R. BRUGMAN, Chief
Safford Police Department

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

SEAN DUGGAN, Chief
Chandler Police Department

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

FRANK MILSTEAD, Director
Department of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

STEVE STAHL, Chief
City of Maricopa Police Department

STEVE WILLIAMS
Navajo County Supervisor

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
Former Judge

VACANT
Sheriff

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

The Honorable Michael Whiting
Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2020 Cycle 33 Award, DC-20-020

Dear The Honorable Michael Whiting:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 33, FY 2020 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the attached agreement and accompanying documentation as revisions or new requirements have been included. Please return the Grant Agreement in its entirety with authorized signatures to the Arizona Criminal Justice Commission office. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant, and the reporting schedules are contained in the agreement. Activity reporting can be accessed through: <http://acjcreporting.azcjc.gov>

If you have any questions, please contact Simone Courter at scourter@azcjc.gov or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Deputy Director
Drug, Gang, and Violent Crime Control Program

ARIZONA CRIMINAL JUSTICE COMMISSION

GRANT AGREEMENT INSTRUCTIONS

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purposes of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are three (3) lines that must be completed (Non-Profit does not need Legal Council approval).

- A. The first line is the signature of the individual *authorized to make agreements* for your governmental subdivision.
 - 1. For County Offices, the Chairman of the County Board of Supervisors *must* sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestation or certification of the signature by the Clerk of the Board, it may be typed in anywhere it is convenient on the signature page.
 - 2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestation or certification of the signature by the Clerk, it may be typed in anywhere it is convenient on the signature page.
 - 3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be attached to the signed agreement when it is returned to the Criminal Justice Commission.
 - 4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.
 - 5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must sign the agreement where indicated.
- B. The line requesting the signature of the *Legal counsel for GRANTEE* should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. Non-Profit Agencies- this field is not required.
- C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

If there are any questions regarding the execution of this agreement, please contact the Grant Coordinator at (602) 364-1146.

ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT

ACJC Grant Number DC-20-020
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1st day of June, 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE." The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Apache County Attorney's Office
 PO BOX 637
 St. Johns, AZ 85936
Attn: The Honorable Michael Whiting

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$67,885.00
Fringe Benefits (for salaries/overtime)*	\$22,750.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$90,635.00
Positions Funded: Attorney III- Apache CA (.50), Attorney III- Apache CA (.14), Attorney I- Apache CA (.06)	
Equipment Type: Not Approved.	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. GRANTEE understands that other Federal grant funds cannot be used as a match for this grant. The total to be paid by the COMMISSION under this Agreement shall not exceed \$31,722.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$36,254.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$22,659.00.
8. Every payment obligation of the COMMISSION 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 COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those

award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment* when the equipment is no longer needed for the grant program.
Link: e-CFR Navigation Aid: <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Post-award Requirements" in the DOJ Grants Financial Guide").
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - (a) In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - (b) The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - (c) The arbitration shall be conducted in Maricopa County.
 - (d) The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - (e) The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - (f) It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in

- the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- (g) The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - (h) Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- (a) In accepting this award, the GRANTEE—
 - (i) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (ii) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- (b) If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - (i) it represents that—
 - 1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - (ii) it certifies that, if it learns or is notified that any sub-recipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of *Uniform Guidance (2 CFR 200 subpart F 200.500)* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *Audit Requirements for OJP Awards:*
<https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>
42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide.
Link: *2 C.F.R Part 200 for OJP Awards:*
<https://ojp.gov/funding/Part200UniformRequirements.htm>
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018 <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2018-DJ-BX-0444 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOC (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:
Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link:

<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at <http://www.ojp.gov/about/ocr/pdfs/UseofConvictionAdvisory.pdf>.
58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
59. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply

may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: <http://www.azcjc.gov/grants>

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <http://niem.github.io/reference/specifications/>

63. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication

backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, sub-grantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
71. GRANTEE acknowledges 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. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 any cooperative agreement, and for the

- extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
 74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
 75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
 76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 77. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
 78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.
 79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
 80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall be in full force and effect.
 81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
 82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C section 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.
6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
7. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
8. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

- 9.** Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpssso.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.
- 10.** Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- 11.** GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
 - a.** Requirement to collect certain information from sub-recipients
 - i)** The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed sub-recipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All sub-recipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from sub-recipients that are either a tribal government/organization, a nonprofit organization or a private institution of higher education.
 - b.** Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance
 - i)** With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any sub-recipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
 - ii)** Certifications from sub-recipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no sub-recipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.
 - iii)** Rules of Construction
 - (1)** For purposes of this condition:
 - (2)** "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

- (3) "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (4) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (5) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (6) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

iv) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

- c. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

- i) Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49,227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

- ii) Rules of construction

- (1) For purposes of this condition--
- (2) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.101(a)(3));
- (3) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any de-confliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
- (4) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
- (5) the term "public disclosure" means any communication or release other than one--
 - (a) within the recipient, or
 - (b) to any sub-recipient (at any tier) that is a government entity.

12. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be emailed to dcadmin@azcjc.gov and originals must be kept at the GRANTEE'S agency.

- a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at <http://azcjc.gov/drug-gang-violent-crime>
- b. Benchmark Worksheet can be submitted through <http://acjcreporting.azcjc.gov>
- c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at <http://acjcreporting.azcjc.gov>

Before the COMMISSION may transmit Federal funds from the FY 2018 Byrne/JAG grant, the GRANTEE is required to submit the properly executed certifications and questionnaire regarding compliance with 8 U.S.C § 1373.

d. Certifications and Assurances by the Chief Legal Officer of the Jurisdiction and DHS and ICE Communications Questionnaire. Failure to submit the following two (2) certifications and Questionnaire will result in a hold of Federal funds. The DHS and ICE Communications Questionnaire document will be sent by email with grant agreement documents and attachments. Certifications and Assurances and Communications Questionnaire and may be returned by email to dcadmin@azcjc.gov or by mail.

i) The two required certifications can be obtained at:

https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_13731644_Rev0816.pdf

and

https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_VARIOUS_Rev1025.pdf

ii) DHS and ICE Communications Questionnaire. Form can be found at: <http://azcjc.gov/drug-gang-violent-crime>

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for the implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.


19. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements—whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs (“OJP”) taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice (“DOJ”), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

20. GRANTEE must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The GRANTEE’S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Authorized Official Initials: 

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

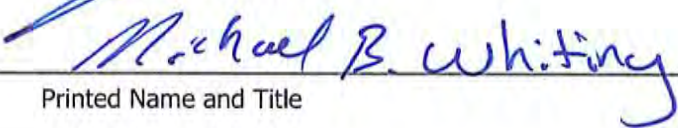
FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE  7-1-19
Date



Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

- General Aggregate \$2,000,000
- Products-Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s), and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s), and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, the commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

DGVCC FY 2020 Cycle 33 Grant Agreement Checklist

Review the following:

- Grant Agreement (Please review the entire document and the conditions highlighted below)
- Approved line item program budget
- Positions funded (bottom of the program budget table)
- Report due dates
- Special Condition(s) Page- **Initial Required at bottom of the page ****
- Authorized signature page**

Special Conditions Documents: Documents (8) are due within 45 days of the start of the grant**

Link: <http://azcjc.gov/drug-gang-violent-crime>

1. ACJC Subgrantee Self-Assessment Questionnaire
2. Budget Detail Worksheet

Link: <http://acicreporting.azcjc.gov>

3. Program Income Worksheet- *must be completed online through the ACJC Online Reporting Tool.*
4. Benchmark Worksheet- *must be completed online through the ACJC Online Reporting Tool.*

Link: <https://www.centf.org>

5. Task Force Officer Training- *Due within 120 days of award*

Before the Commission may transmit Federal funds from the FY 2018 Byrne/JAG grant, the **GRANTEE is required to submit the properly executed certifications and questionnaire** regarding compliance with 8 U.S.C § 1373. **** Please email copies to: dcadmin@azcjc.gov**

6. Certifications and Assurances by the Chief Legal Officer of Jurisdiction: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3). Certification can be obtained at: https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_VARIOUS_Rev1025.pdf
7. Certifications and Assurances by the Chief Legal Officer of the Jurisdiction. Certification can be obtained at: https://ojp.gov/funding/Explore/pdf/FY18JAG_STATE_13731644_Rev0816.pdf
8. DHS and ICE Communications Questionnaire. Form was sent out as an attachment with the award package and can be found at: <http://azcjc.gov/drug-gang-violent-crime>

*Communications Questionnaire is also a requirement for ACJC to complete with application for federal funding under this grant award. For reference, ACJC answered "No" to both required questions.

Office of Civil Rights Requirements:

- Annual Completion of Civil Rights Training.
Link: <http://azcjc.gov/civil-rights-compliance>
- If applicable, complete an EEOC plan and submit to Office for Civil Rights, Office of Justice Program.
Here is a helpful link: <https://ojp.gov/about/offices/ocr.htm>

**Please note that ACJC will be unable to process any payments until the grant agreement and special condition documents have been fully executed.

If you have any questions, please feel free to contact Simone Courter or Tony Vidale at 602-364-1186 or dcadmin@azcjc.gov for clarification.

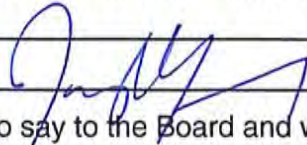
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature: 7/16/2019



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

County Attorney: Discussion and possible approval of Arizona Criminal Justice Commission Victim Compensation Grant Agreement No. VC-20-049, in the amount of \$83700.00 for FY19 with no match amount required.


per joe

BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____


Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials 

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



Arizona Criminal Justice Commission

June 3, 2019

Chairperson
SHEILA POLK
Yavapai County Attorney

Vice Chairperson
JOE R. BRUGMAN, Chief
Safford Police Department

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

SEAN DUGGAN, Chief
Chandler Police Department

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

FRANK MILSTEAD, Director
Department of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

STEVE STAHL
Law Enforcement Leader

STEVE WILLIAMS
Navajo County Supervisor

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
Former Judge

VACANT
Sheriff

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

Honorable Michael B. Whiting
Apache County Attorney's Office
PO Box 637
St. Johns, Arizona 85936

Re: Victim Compensation Grant Number VC-20-049

Dear: Mr. Michael B. Whiting

On March 21, 2019 the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2020. On March 21, 2019 the Commission also approved the allocation of \$4,450,000.00 in state and federal crime victim compensation funds to county programs for FY 2020. The total amount allocated Apache County Attorney's Office includes the following:

ACJC (State Funding)*	\$83,700.00
VOCA (Federal Funding)*	\$0.00
TOTAL ALLOCATION	\$83,700.00

*Estimated Level

The allocation of state funding to the Apache County Attorney's Office compensation program includes \$24,200.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2020, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2019 or the agreement may be cancelled.

If you have any questions concerning this program you may contact me at 602-364-1177.

Sincerely,

Dorinda Johns, Program Coordinator
Crime Victim Services

CC: Cecelia Diaz



ARIZONA CRIMINAL JUSTICE COMMISSION
FY20 VICTIM COMPENSATION PROGRAM
GRANT AGREEMENT

ACJC Grant Number VC-20-049

This Grant Agreement is made this first day of July, 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY ATTORNEY'S OFFICE, hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - I. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

- B. If to the GRANTEE:

Apache County Attorney's Office
PO Box 637
St. Johns, Arizona, 85936
Attn: The Honorable Michael B. Whiting

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$12,072.00
Fringe Benefits (for salaries/overtime)*	\$5,628.00
Overtime	\$0.00
Professional & Outside/Consultant & Contractual Services	\$0.00
Travel In-State	\$1,500.00
Travel Out-of-State	\$2,500.00
Confidential Funds	\$59,500.00
Operating Expenses:	
Supplies	\$500.00
Registration/Training	\$2,000.00
Other	\$0.00
Equipment	
Capital	\$0.00
Noncapital	\$0.00
TOTAL	\$83,700.00
Positions Funded:	
.2 Legal Assistant, .13 Legal Coordinator	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$83,700.00 in State Funds.
8. Every payment obligation of the COMMISSION 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 COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than

five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program.
Link: *e-CFR Navigation Aid:* <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 25
October 1 to December 31	January 25
January 1 to March 31	April 25
April 1 to June 30	July 25

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide").
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the

nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of *Uniform Guidance (2 CFR 200 subpart F 200.500)* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Audit Requirements for OJP Awards:*

<https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide.
Link: *2 C.F.R Part 200 for OJP Awards:*
<https://ojp.gov/funding/Part200UniformRequirements.htm>
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018
<https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2018-VC-GX-0040 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:
Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
Link:
<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
- The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.
- The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)). .
60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://www.azcjc.gov/grants>
61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712,

including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <http://niem.github.io/reference/specifications/>

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: https://it.ojp.gov/gsp_grantcondition

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the

- False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
 69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
 70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
 71. GRANTEE acknowledges 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. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
 72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
 74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
 75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
 76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or

pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

77. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.
79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Apache County Attorney's Office
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
3. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
4. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
5. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
6. The GRANTEE understands that \$24,200.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
7. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
8. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
9. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (https://www.ovc.gov/voca/pdfxt/voca_guidelines2001.pdf).
10. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.

11. The GRANTEE agrees to seek and order all available restitution owed to the program.
12. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.
13. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.
14. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.
15. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements—whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold finds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.


Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

16. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
17. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract

subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

- 18.** The GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all administrative grant expenditures with the monthly financial report through the ACJC Grant Management System (GMS)
- 19.** The GRANTEE agrees to submit quarterly activity reports on the victim compensation claim data identified by the Commission and victim compensation claim expense documentation through the ACJC Data Warehouse.

Authorized Official Initials: 

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


FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

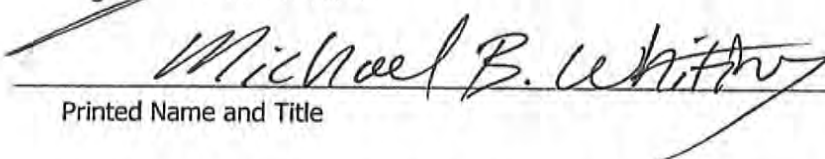
Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE



Date



Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.


BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Date/time stamp

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

Apache County Attorney

Date/Signature:

 7-17-19

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

County Attorney: Discussion and possible approval of Arizona Attorney General Office FY20 Victims' Rights Program Grant Agreement No. A.G. # 2020-001, in the amount of \$19,700.00 with no match amount required.

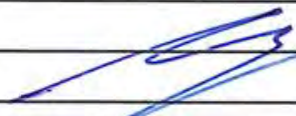
BOS Meeting Date Requested August 5, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

 7-17-19

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 2020 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2020-001

RECIPIENT

<i>Name:</i>	Apache County Attorney's Office
<i>Contact:</i>	Ellen Bast
<i>Address:</i>	P.O. Box 637, St. Johns, AZ 85936
<i>Award Amount:</i>	\$19,700.00
<i>Purpose:</i>	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 2019, by and between the Arizona Attorney General, and the Apache County Attorney's Office, the "Contractor", to commence on July 1, 2019 and terminate June 30, 2020. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$19,700.00 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 *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$19,700.00 award budget as follows:

Personnel: \$14,630.00 ERE/Benefits: \$5,070.00

Title: Legal Assistant (2) Percent: 13%

Title: Legal Coordinator (1) Percent: 13%

Title: Legal Program Coordinator Percent: 4%

Consulting: \$0.00

Operating: \$0.00

Equipment: \$0.00

- C. To complete and submit, on or before August 14, 2020, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2020 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 and 35-315.
- 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. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. 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 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 parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. 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, 2020, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. 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.
- F. Any and all award funds not expended by June 30, 2020, will be returned to the Attorney General.
- G. 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: _____
Jerry Connolly, Procurement Manager

Date:

FOR THE CONTRACTOR:

Authorized Signature

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board *(if applicable)*

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)

County Manager _____

Date/Signature: _____

1/24/19 

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 8/5/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

