



Joe Shirley, Jr.
Vice Chairman, District I

Alton Joe Shepherd
Chairman, District II

Travis Simshauser
Supervisor, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
THE APACHE COUNTY LIBRARY DISTRICT AND
THE APACHE COUNTY FLOOD CONTROL DISTRICT
August 6, 2018
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 6, 2018**

1. Discussion and possible approval of the Medical Director/Consultant Agreement between North Country Health Care and the Health District, effective September 15, 2017 through September 14, 2022.
2. Submission of the clinical services quarterly update for the 4th quarter.
3. Discussion and possible approval to eliminate the vacant Community Emergency Response Team Coordinator position (Range 34), and to create an Administrative Assistant III position (Range 34).
4. Discussion and possible approval to appoint Elizabeth Painter as a Deputy Public Fiduciary pursuant to ARS 14-5601.B.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
August 6, 2018**

1. Discussion and possible approval of the acceptance of 451 books donated by the Navajo Nation Library to the Sanders Public Library at an approximate value of \$8,479.87.
2. Submission of the Library District annual report for FY2017-2018.
3. Discussion and possible approval to increase weekly hours for five (5) Library Specialists from 32 hours to 40 hours. This request is due to a lack of personnel and additional library patronage. This will result in a cost increase of \$29,456.90 but funding will come from existing budget.
4. Discussion and possible approval to eliminate two (2) Library Manager positions (range 30), and create the position of Senior Library Manager, and authorize a 5% increase for the current Librarian III due to increased duties. This will result in a savings of \$78,120.61.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY FLOOD CONTROL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
August 6, 2018**

1. Discussion and possible approval of a Contract Addendum and change order with Creative Multimedia Inc., for parcel maps, signs, rural addressing and county flood control projects as needed.
2. Discussion and possible approval to extend the Joint Funding Agreement for precipitation gauges in the affected Wallow Fire Watersheds. The anticipated County share in the agreement is \$12,400 for FY 2019 and \$12,400 for FY 2020.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
August 6, 2018**

1. Finance Department: Discussion and possible approval of the 2018-2019 Tax Levy Rates for all County jurisdictions.
2. 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 3, 2018 to August 6, 2018. 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. Approval of the minutes dated July 3, 2018.
- *C. Request approval of a Fireworks Permit for the Concho Fire Department on September 3, 2018. The location of the display will be at Cinder Mountain east of the Concho school, Concho, Arizona.
- *D. Request approval of a Resolution proclaiming August as Child Support Awareness Month.
- *E. Request approval of a \$50,000 "pass through" disbursement from the State of Arizona to the Eastern Arizona Counties Organization for use with environmental programs and projects.
- *F. Request approval of the tax exemption for the American Legion for parcel 203-38-005 pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization.

Superior Court:

- *G. Request authorization to cancel bid for Bid #201804; there were no bids received.

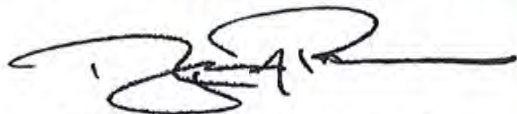
Community Development:

- *H. Request approval of a Conditional Use Permit allowing Tim Towers DBA Tower Ranch Assisted Living Center to operate a 12-bed assisted living center in an existing home. The property is located in Concho APN 201-46-298A. Planning & Zoning Commission recommended approval on July 12, 2018 with the following conditions.
 - 1. This approval does not affect or impact the CC&R's.
 - 2. There will be no on-street parking permitted.
 - 3. The facility shall not be expanded past 12 beds without re-hearing by the County.
- 3. Sheriff's Office: Discussion and possible approval of a resolution lifting the fire restrictions previously imposed under Resolution 2018-06.
- 4. Sheriff's Office: Discussion and possible approval of Agreement DC-19-001 between 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 \$216,257.00. The grant requires a 25% match that will be paid utilizing RICO Funds.
- 5. Sheriff's Office: Discussion and possible approval to allow the payment of overtime at 100% of normal salary for FLSA exempt Sheriff's Office employees, subject to availability of appropriated funds, when the overtime work is performed subject to a current existing grant to reimburse the County for such wages, and payment of documented hours worked within the last six months pursuant to such grant.
- 6. County Manager: Discussion and possible approval of a contract with Veritus Research Consulting and its agent, Doyel Shamley.
- 7. County Manager: Discussion and possible approval of an agreement between District II and Navajo Sanitation Inc., for trash disposal.
- 8. County Manager: Discussion and possible approval of a of a Liquor License Application recommendation for Trisha Haley, DBA Haley's Groceries, LLC., located at the Jiffy Store, 36 Commercial Drive, Concho Arizona.
- 9. County Manager: Discussion and possible approval an amendment to the Intergovernmental Agreement regarding the Coalition of Arizona/New Mexico Counties. This amendment will cause an increase in annual membership dues to \$3,100 to cover liability insurance for the coalition.
- 10. County Manager: Discussion and possible approval to create and fill an Administrative Coordinator (Range 42) position with a current employee at their present salary of \$37,081.62.

11. Finance Department: Discussion and possible approval of professional services agreement with REDW, LLC to prepare the government-wide and fund financial statements for the County along with related footnotes, required supplementary information (RSI) and supplementary information other than RSI for the years ended June 30, 2018 and 2019. The estimated fee for each fiscal year will not exceed \$30,000.
12. District III: Discussion and possible approval of grant agreement between Apache County and United States Department of Agriculture, Rural Business Development Grant 10.351. This grant award is for \$40,000 with \$32,663 in matching funds. Apache County will provide in-kind administrative support in the amount of \$5,000. The remaining match will be administrative support from White Mountain Regional Medical Center and the Town of Springerville staff.
13. District III: Discussion and possible approval of professional services contract for Yelton and Associates to carry out the scope of work for a feasibility study at the White Mountain Regional Medical Center in Springerville. Contractor will be paid \$40,000 in grant funds.
14. County Engineer: Discussion and possible approval to enter into a Cooperative Forest Road Agreement with the United States Department of Agriculture, Forest Service Apache-Sitgreaves National Forest and Apache County.
15. County Engineer: Discussion and possible approval to abandon all public easements existing prior to development within the Show Low East Unit One subdivision previous to the state created and approved on June 20, 2006. Easement originally part of Lot 10, 11, east ½ of Lot 12 in record of survey, TM. Book 6, Page 2, Apache County records but never built.
16. County Attorney: Discussion and possible approval of an Agreement between Apache County Attorney's Office and Axon Enterprises, Inc. There are no costs associated with this agreement.
17. County Attorney: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(3), possible discussion and/or action regarding the PILT appropriation lawsuit.
18. 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 8/1/18 at 2:00 a.m. p.m. by BB.



Ryan N. Patterson
Clerk of the Board

Beth

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 07/23/18

Chris S. Sexton

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 the Medical Director/Consultant Agreement between North Country Health Care and ACPHSD.. The District recognizes the need for medical consultation with a licensed physician to meet the minimum health needs of the citizens of Apache County effective 09/15/17 – 09/14/22.

BOS Meeting Date Requested 08/06/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

[Signature]

Check if item does not require review ☒ x

Finance Review: *Approved. See email*

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RF

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT MEDICAL CONSULTANT AGREEMENT

This Agreement is entered into by and between the Apache County Public Health Services District ("District") and North Country Healthcare ("Consultant"), as follows.

The Consultant will provide a physician with an active, unrestricted license in the State of Arizona, who is willing to provide medical consultation services to the District.

1. GENERAL TERMS AND CONDITIONS

- 1.1 The terms of this Agreement shall be construed in accordance with Arizona law. The parties agree to use arbitration in the event of a dispute in accordance with the provisions of Arizona Revised Statutes section 12-1501 *et seq.*
- 1.2 The Consultant shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services, perform work under the Agreement and comply with all laws regarding equal employment opportunity, unemployment insurance, disability insurance and worker's compensation.
- 1.3 The Consultant is an independent contractor in the performance of work and the provision of services under the Agreement and is not to be considered an employee of the District or Apache County.
- 1.4 Any provision of this Agreement which is determined invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
- 1.5 The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

2. TERMINATION

- 2.1 Notice is given pursuant to Arizona Revised Statutes 38-511 that Apache County may cancel the Agreement without penalty or further obligation. The Consultant shall only be paid for work performed before the cancellation of this Agreement and shall not be entitled to any payment for the unfilled portion of the Agreement after the cancellation.
- 2.2 The District or the Consultant may terminate the Agreement for convenience by providing sixty (60) calendar days advance written notice to the other party.

3. INDEMNIFICATION

- 3.1 To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless Apache County, the Apache County Public Health Services District, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees and the cost of appellate proceedings, related to arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Agreement. Consultant's duty to defend, indemnify and hold harmless Apache County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Agreement including any person for whose acts, errors, omissions or mistakes, the Consultant be legally liable.
- 3.2 In the event that Arizona Revised Statute 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless

Apache County, Apache County Public Health Services District, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), relating to, arising out of, or resulting from Consultant's work or services. Consultant's duty to defend, indemnify and hold harmless Apache County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Consultant, anyone Consultant directly or indirectly employs or anyone for whose acts Consultant may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Apache County.

3.3 The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity of this section.

3.4 The scope of this indemnification does not extend to the sole negligence of Apache County.

4. SAFEGUARDING OF PATIENT INFORMATION

4.1 The use of disclosure by any party of any information concerning a patient served under this Agreement is directly limited to the conduct of this Agreement.

5. RIGHTS IN DATA

5.1 The parties hereto shall have the use of data and reports resulting from this Agreement without cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Agreement and to the performance hereunder

6. NON-DISCRIMINATION

6.1 The Consultant, in connection with any service or other activity under this Agreement shall not in any way otherwise discriminate against any patient on the grounds of race, religion, sex, national origin, age, handicap, political affiliation or belief.

7. PRIVATE PRACTICE

7.1 The Consultant and any employee of the Consultant may engage in services separate and apart from this Agreement provided such practice does not interfere with the performance by the Consultant, or any employee of the Consultant, or his/her obligation herein.

7.2 The Consultant agree that in the event, he, or any of his employees, is named as the defendant in litigation wherein professional misconduct is alleged, the Consultant shall advise the District in writing as to whether or not at the time alleged in the complaint, the Consultant or Consultant's employee(s) were conducting District business in the furtherance of this Agreement.

8. INSURANCE

8.1 Consultant, at the Consultant's own expense, agrees to obtain and keep in force throughout the duration of this Agreement and any Agreement extensions, with insurance companies acceptable to the District, the following insurance coverages:

8.1.1 Medical Professional Liability in the amount of one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) aggregate with five (5) years extended coverage endorsement.

8.1.2 Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per incident and one million dollars (\$1,000,000.00) aggregate.

- 8.1.3 Automobile Liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit each accident, five million dollars (\$5,000,000.00) each occurrence and five million dollars (\$5,000,000.00) aggregate.
- 8.1.4 Statutory Arizona Worker's Compensation insurance.
- 8.1.5 All policies shall provide for sixty (60) day notice in event of cancellation, non-renewal, or material change.
- 8.2 The Consultant's insurance shall be primary insurance in respect to Apache County and District and any insurance or self-insurance maintained by Apache County shall not contribute to it.
- 8.3 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to coverage provided by Apache County and District under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention.
- 8.4 Prior to commencing work or services under this Agreement, Consultant shall furnish the District with copies of the insurance policies as required by this Agreement.
- 8.5 IF a policy does expire during the life of this Agreement, a copy of the renewal certificate must be sent to the District fifteen (15) days prior to the expiration date.
- 9. QUALIFICATIONS

The Consultant will provide a physician who meets the following minimum qualifications:

 - 9.1 Possess a valid Arizona license with the Arizona Medical Board to practice medicine in the State of Arizona.
 - 9.2 Have a background which includes general medicine education and experience.
 - 9.3 Have knowledge in preventative rehabilitative public health practices and theories.
 - 9.4 Have no unresolved complaints on file with the licensing or certifying agency of the American Medical Association.
- 10. SCOPE OF WORK
 - 10.1 The Consultant agrees to provide standing orders for the District to include:
 - 10.1.1 Tuberculosis testing, treatment, and control;
 - 10.1.2 Family Planning services including miscellaneous tests and contraception;
 - 10.1.3 Laboratory tests to include blood draws, urinalysis, stool specimens and miscellaneous tests and cultures;
 - 10.1.4 HIV testing and counseling;
 - 10.1.5 Immunizations to include travel, general adult and general childhood immunizations;
 - 10.1.6 Additional immunizations that may be identified as necessary countermeasures by direction of the Department of Homeland Security, the Centers for Disease Control and/or Arizona Department of Health Services, including, but not limited to, immunizations for small pox and anthrax;
 - 10.1.7 Sexually transmitted infection testing, treatment, and contact investigation;
 - 10.1.8 Naso-pharyngeal, stool, and sputum specimen collection;
 - 10.2 The Consultant agrees to have a physician available in person or by telephone, cell phone or email for consultation regarding:
 - 10.2.1 Communicable disease issues and outbreaks;
 - 10.2.2 Closing of schools, food establishments and other public facilities with disease outbreaks;
 - 10.2.3 Assistance in solving problems that may occur relating to emergency situations;
 - 10.2.4 WIC (Women, Infant, Children) and nutrition issues;
 - 10.2.5 Other public health and environmental issues as needed.

- 10.3 The Consultant further agrees that there will be a physician physically available to the District as needed and requested by the District.
 - 10.4 The Consultant agrees to meet with the Health Director and/or staff members of the District to provide medical advice on community/public health matters as requested.
 - 10.5 The Consultant agrees, upon request by the District, to assist with the development and/or review of District policies, plans, protocols and educational materials.
 - 10.6 The Consultant agrees to act as a liaison with private physicians in medical matters, as requested by the District and agreed upon the Consultant, represent the District and deliver credible medical-based information to the general public for issues related to infectious or communicable diseases.
 - 10.7 The Consultant agrees to assist the District in the receipt and signing for vaccine and/or the National Pharmaceutical Stockpile and/or a Vendor Managed Inventory, and when necessary, issue standing orders at the pharmaceutical dispensing site and or vaccination clinics.
 - 10.8 The Consultant agrees to serve as the Chief Medical Officer and the TB Officer for the District during public health emergencies, including but not restricted to, those that entail the operation of clinics that dispense pharmaceuticals and/or vaccines.
 - 10.9 The Consultant agrees to serve as the Medical Expert Consultant for the District for issues related to infectious disease and/or vaccine adverse events.
 - 10.10 The Consultant agrees to establish the diagnosis and case classification of small pox and/or other infectious disease patients.
 - 10.11 The Consultant agrees to evaluate the need for patient isolation and/or quarantine and provide recommendations to the District.
 - 10.12 The Consultant agrees to monitor clinical course and outcome of actual and suspected cases communicable or infectious disease.
 - 10.13 The District may require changes in the scope of the services to be performed by the Consultant hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Consultant for the change in scope.
11. COMPENSATION
- 11.1 In consideration of the services described above, the Consultant will be paid two thousand five hundred dollars (\$2,500.00) annually, in quarterly installments by the District. The first installment shall be paid upon the effective date of this agreement and all subsequent payments shall be made on receipt of an invoice from the Consultant.
 - 11.2 In the course of assisting with the management of a declared State emergency, the Consultant shall, in addition to the yearly fee described above, be paid at the hourly rate of one hundred dollars (\$100.00) per hour for his/her services, with the understanding that the Consultant will be available for the duration of the emergency. The Consultant agrees to comply with District timekeeping requirements.

Project Title: Medical Consultant

Health Director: Chris G. Sexton

Start Date: 9/15/17

Expiration Date: 9/14/22

Notice to Consultant:

North Country HealthCare

PO Box 3630

Flagstaff, AZ 86003

Telephone: (928) 522-2449

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

Alton Joe Shepherd, Chairman
Apache County Board of Supervisors

Date

Anne Newland, MD, MPH
Chief Executive Officer, NCHC

Date

Chris G. Sexton, Health Director
Apache County Public Health Services District

Date

Kimberly Penrod

From: David Lamm
Sent: Tuesday, July 24, 2018 6:41 AM
To: Kimberly Penrod
Subject: RE: Emailing: Northy Country, Pros and Cons for M D Agreement 7.19.18

Kimberly,

Looks good. I can sign at the agenda review.

Thanks,

David Lamm
Interim Finance Director - Apache County
75 W. Cleveland St.
St. Johns, AZ 85936
(928) 337-7634
dlamm@co.apache.az.us

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

From: Kimberly Penrod
Sent: Monday, July 23, 2018 7:05 AM
To: Josh Covey <JCovey@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Cleta Keller <ckeller@co.apache.az.us>
Subject: Emailing: Northy Country, Pros and Cons for M D Agreement 7.19.18

Please review and send approval back to my attention by 07/26/18, if possible. I would like to put this on the 08/06/18 agenda.

Thx,

Kimberly

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

Northy Country
Pros and Cons for M D Agreement 7.19.18

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

07/19/18

Pros and Cons for approval of the

Medical Director/Consultant Agreement with North Country Health Care

Background: In a healthcare setting, the medical director (MeD) is responsible for medical supervision and overall regulation of all medical facets that may affect the healthcare facility. Professionalism in healthcare facilities is a minimal requirement that does not allow compromises given that the issue is simply a matter of life or death. Though medical responsibilities are directly related to the nurses and contracted Nurse Practitioner, the impact of the Medical Director on the clinic is significant, including organization, equipment, policy and procedures, standing orders, consultation, and quality of nursing care. Accordingly, the MeD must be deeply involved in the regulation and implementation of the facility.

Pros

- Without the Medical Director/Consultant agreement, the clinical services division would be out of compliance with the requirements of State Licensing and Grant requirements.
- Without the oversight of a M D and standing orders, the RNs could not perform many of the duties that are required.
- The Medical Director/Consultant receives training and has access to best practices in their own private setting and these can be shared Apache County staff.

Cons

- The County spends \$2,500/year to pay the cost for Medical Director/Consultant that could be saved.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

7/12/18

Beth

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 07/12/18

Chris Sexton

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

ACPHSD submits Clinical Services Quarterly update for the 4th qtr.

BOS Meeting Date Requested 8/07/18

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

R

Apache County Public Health Services District

Chris Sexton
Public Health Director

Cleta Keller RN, BSN
Clinical Services, Div Mgr

*This report is required by the State Surveyor.
Stephanie Molinar RN, Public Health Nurse
Carla Walker, Immunization Coordinator II
Valerie Simpson, TB, STI, FP/WW Coordinator I*

Clinical Services Quarterly Update April-June 2018

Immunization Program

During the third quarter, there was a total 178 of vaccines administered to children by the Apache County Health Department. The table below provides a breakdown of the vaccines administered throughout the county:

Children Vaccines (private pay, insurance, and no cost)	# of vaccinations
DTap (diphtheria, tetanus, and pertussis)	7
DTap/Hep B/IPV (diphtheria, tetanus, pertussis, hepatitis B, polio)	1
DTaP/IPV/Hib (diphtheria, tetanus, pertussis, polio, Hib)	0
DTaP/IPV (diphtheria, tetanus, pertussis, polio)	7
HPV9 (human papilloma virus)	30
Hep A 2 dose (hepatitis A)	14
Hep B (hepatitis B)	1
Hib (haemophilus influenza B)	4
IPV (inactivated poliovirus)	3
Influenza	0
MMR (measles, mumps, rubella)	6
MCV4 (meningitis)	37
Meningococcal B	2
PVC-13 (pneumococcal)	8
Rotavirus	2
Tdap	33
MMRV (measles, mumps, rubella, varicella)	10
Varicella (chickenpox)	6
Td (Tetanus only)	0

During the third quarter, there were 68 vaccines administered to adults that had insurance or paid for the vaccination. The table below provides a breakdown of the vaccines administered:

Adult Vaccines (private pay, insurance)	# of vaccinations
Hep A (hepatitis A)	6
Hep B (hepatitis B)	9
Pneumococcal conjugate PCV 13	3
Pneumococcal PPV23	0
Tdap (tetanus, diphtheria, pertussis)	11
Typhoid	3
HPV9	0
Influenza	0
Influenza, +65 or older	0
MMR	2
Variciella	2

The following table exhibits the number of “no cost to the client” vaccinations administered during the third quarter. There was a total of 18 free vaccines administered during this quarter.

Adult Vaccines (no cost)	# of vaccinations
Tdap (tetanus, diphtheria, pertussis)	5
HPV 9	0
Hep A-Hep B	2
Pneumococcal conjugate PCV 13	1
Varicella	3
Zoster	1
Hep A	2
MMR	3
MCV4	1

Tuberculosis Program

Stephanie Molinar, RN, is in the process of training using online resources to become proficient in the education, testing, contact investigation and treatment of TB Disease. The clinical services team continues to collaborate with area employers to offer both TB testing and immunizations on-site. The table below highlights the monthly number of TB skin tests administered.

Month	# of TB Skin Tests	# Positive
April	24	0
February	4	0
March	1	0

Well Woman/Family Planning Program

Three Well Woman/Family planning clinics were held this quarter by the Springerville Clinic. Twenty-six clients were seen at the clinics for Well Woman/Family Planning services. Clients have also accessed care on a walk-in basis, for the following: birth control refills, injections, STI testing, or other issues.

Month	FP/WW Clients served
April	10
May	9
June	7

Sexually Transmitted Infection (STI) Program

The Clinical Services division continues to collaborate with the Navajo Nation and the Arizona Department of Health Services to educate, test, and treat clients throughout Apache County. Several cases of syphilis were reported in Southern Apache County during this fourth quarter prompting the Clinical Services Division to start administering Bicillin LA, the recommended treatment for syphilis.

Education/Activities/Conferences

Date(s)	Activity/Conference	Attendees
4/2/18	Webinar: "Healthiest Nation 2030: Changing Our Future Together"	Cleta Keller
4/4/18	Walk to School event	Carla Walker, Valerie Simpson, & Cleta Keller
4/4/18	St Johns Clinic	Carla Walker, & Cleta Keller
4/5/18	Monthly Conference Call with Navajo Nation (NIDET)	Cleta Keller
4/5/18	Arizona Association of Public Health Nurses (AAzPHN) monthly conf call	Cleta Keller
4/5/18	Meeting with North Country Healthcare regarding Well Woman Health Check Program	Cleta Keller
4/10/18	Webinar: STD Expert Hour: Genital Herpes	Cleta Keller
4/11/18	Women's Clinic in Round Valley	Valerie Simpson, Stephanie Molinar,
4/12/18	Nurse Consultation with Health Start Staff	Cleta Keller, Stephanie Molinar
4/12/18	Biweekly Flu Cass with ADHS	Cleta Keller
4/12/18	Conference Call: TAPI and all counties regarding billing	Carla Walker

4/17/18- 4/19/18	Annual Immunization Conference in Phoenix	Carla Walker
4/17/18	2nd quarter Immunization Services Meeting	Carla Walker
4/23/18	Biweekly Navajo Nation STD call with ADHS	Cleta Keller
4/24/18	Onsite TB tests at Little Colorado	Carla Walker Cleta Keller
4/25/18	Monthly Conference call with North Country Healthcare regarding Well Woman Health Check Program	Valerie Simpson, Cleta Keller
4/25/18	Food Workshop-Concho	Cleta Keller
4/26/18	Vector Conference-Phoenix	Cleta Keller
4/26/18	Conference Call: Using digital media to engage parents around childhood vaccines	Carla Walker, Stephanie Molinar
4/26/18	Webinar: California Family Planning	Stephanie Molinar
5/2/18	Walk to School	Valerie Simpson, Carla Walker
5/2/18	Epidemiology Surveillance Capacity (ESC) in Phoenix	Valerie Simpson, Cleta Keller
5/3/18	Annual TB Meeting in Phoenix	Valerie Simpson, Cleta Keller
5/8/18	Billing/reconciliation conference call with TAPI	Carla Walker, Cleta Keller
5/9/18	Women's Clinic in Round Valley	Valerie Simpson, Stephanie Molinar, Cleta Keller
5/10/18	Immunizations at Round Valley Middle School	Carla Walker, Cleta Keller
5/10/18	Webinar: HIV	Stephanie Molinar
5/10/19	Nurses Consultation with Health Start Staff	Cleta Keller
5/16/18	AAzPHN leadership call	Cleta Keller
5/17/18	Arizona Association of Public Health Nurses (AAzPHN) monthly conf call	Cleta Keller
5/21/18	Joint MEDSIS Training with Navajo Nation & ADHS	Stephanie Molinar, Cleta Keller
5/22/18	Joint MEDSIS Training with Navajo Nation & ADHS	Stephanie Molinar, Cleta Keller
5/23/18	Monthly Conference Call with North Country Healthcare regarding Well Woman Health Check Program	Valerie Simpson, Cleta Keller
5/29/18	Annual Team meeting: Planting plants in the flower pots in front of the Springerville clinic	Carla Walker, Stephanie Molinar, Valerie Simpson, Cleta Keller
6/4/18	PRISM Training (STD surveillance system)	Stephanie Molinar, Cleta Keller

6/4/18	Healthy People Healthy Communities IGA webinar	Cleta Keller
6/6/18	St Johns Clinic	Carla Walker, Cleta Keller
6/11/18	Nurse Consultation with Health Start Staff	Cleta Keller
6/11/18	HIPAA and Bloodborne Pathogen Training	Cleta Keller
6/12/18	Interview Inmate for syphilis investigation	Cleta Keller
6/13/18	Women's Clinic in Round Valley	Valerie Simpson, Stephanie Molinar, Cleta Keller
6/14/18	Quarterly CPR Class	Cleta Keller
6/20/18	AAzPHN leadership call	Cleta Keller
6/21/18	Monthly Conference Call with Navajo Nation (NIDET)	Cleta Keller
6/25/18	Conference call with Verizon Business to discuss solution for 24/7 communicable disease reporting	Cleta Keller
6/27/18	Webinar: "Outbreak Observatory: Conducting Operational Research During Outbreaks to Improve Preparedness and Response"	Cleta Keller
6/27/18	Back-to-School Showcase: Resources to Help You Become an HPV Champion	Cleta Keller
6/28/18	Webinar: "Health Justice, Homelessness and Sanitation: Confronting a National Public Health Crisis"	Cleta Keller

Complaints/Infection/Incidents

Family Planning clients receiving services during the third quarter were surveyed and all clients reported satisfaction with services. Clients did not report any infections acquired from services provided.

Picture of flowers in pots planted by Clinical Services Staff in front of the Springerville Clinic



BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: 7/30/2018 Chris S. Sexton

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

Health District: Discussion and possible approval to eliminate the vacant Community Emergency Response Team Coordinator position (Range 34), and to create an Administrative Assistant III position (Range 34).

BOS Meeting Date Requested August 6, 2018

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: [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 [Signature]



18029

**ADMINISTRATIVE ASSISTANT III
Office and Administrative Support**

Effective Date:	10/1/2017
Range:	34
Annual Salary:	\$29,365-\$44,048

NATURE OF WORK:

Under general supervision, performs secretarial duties and related work as required or assigned.

TYPICAL DUTIES:

Takes part in the development of procedures, operations, and special projects as assigned by the Supervisors; maintains reports and records; performs secretarial duties; Answers incoming calls; screens calls and transfers or directs calls to the appropriate personnel.

Prepares expense warrants for distribution after Board approval for payment; verifies voucher numbers and amounts; makes notation of warrant numbers, approval dates and amounts on payment documents; stamps appropriate paperwork as paid; prepares warrants for mailing or pick up by departments.

KNOWLEDGE, SKILLS AND ABILITIES:

Working knowledge of:

- records management operations;
- statistical surveying techniques and their application;
- guidelines, regulations, and statutes affecting the department;
- word processors and microcomputer systems and other office machines;
- principles and practices of general accounting;
- principles and practices of supervision.

Ability to:

- establish and maintain effective working relationships with employees, other agencies and the public;
- follow written and verbal instructions;
- communicate effectively verbally and in writing.

MINIMUM QUALIFICATIONS:

High School Diploma or G.E.D. and four to five (4-5) years of progressively responsible administrative experience; **OR**, any combination of training, education or experience which demonstrates the potential to perform the duties of the position. Current driver license.

(Position is in classified service. Position is FLSA non-exempt)



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

Administrative Assistant III Pros and Cons

The position of Community Emergency Response Team (CERT) Coordinator is a position that is no longer used in the Health Department. Converting the CERT Coordinator position to an Administrative Assistant III position will provide a position that the Health Department will be able to use if it is needed.

Pros

- Converting the CERT Coordinator position to Administrative Assistant III position will eliminate an outdated position
- If the need arises to hire an administrative support position the position will already be in place
- The CERT Coordinator position and the Administrative Assistant III position are the same Range, 34.

Cons

- If there is a need in the future for a CERT Coordinator, a position would need to be created or an unfilled position converted.
- By creating an Administrative Assistant III position, there is no career ladder leading to the Administrative Assistant III position.

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

date/time stamp

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

Apache County Public Health Services District

Date/Signature: 31 July 2018

Ch. S. Sexton

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 appoint Elizabeth Painter a Deputy Public Fiduciary pursuant to
A.R.S. § 14-5601.B.

BOS Meeting Date Requested August 6, 2018

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

14-5601. Establishment of office of public fiduciary; appointments; costs

A. Each county board of supervisors, by resolution or ordinance, shall establish the office of and appoint a public fiduciary. The supreme court shall certify each public fiduciary pursuant to section 14-5651.

B. The public fiduciary, with the consent of and at salaries fixed by the board of supervisors, may appoint assistants, deputies, stenographers, clerks and other employees as necessary to conduct the affairs of the office. The appointments shall be in writing. Assistants and deputies hold office at the pleasure of the public fiduciary and the board of supervisors.

C. Costs incurred in conducting the office of public fiduciary shall be a charge against the county.

Chris Sexton

From: Bonnie Stallings
Sent: Tuesday, July 31, 2018 12:06 PM
To: Chris Sexton
Subject: Re: Appointment of a Deputy Public Fiduciary

That would be wonderful I go to dr in am I should know more then I apologize for being out but I'm trying very hard to make progress. This is so painful

Sent from my iPhone

On Jul 31, 2018, at 11:43 AM, Chris Sexton <csexton@co.apache.az.us> wrote:

Hi Bonnie,

I hope you are concentrating on your recovery.

Joe Young researched the statutes and discovered that the public fiduciary may appoint deputy public fiduciaries. The appointment needs to be in writing and approved by the Board of Supervisors. I have talked with Lisa and she is willing to be a deputy public fiduciary if you would like to appoint her. Please let me know if you would like to appoint Lisa.

Chris Sexton, Health Director



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

Appointment of a Deputy Public Fiduciary

The Apache County Public Fiduciary is on medical leave for an undetermined length of time. A Deputy Public Fiduciary has not been appointed therefore the legal work, payment of bills, and signing documents are not being performed causing potential issues for wards and the courts.

It is imperative that Apache County Public Fiduciary Office have a deputy public fiduciary appointed to enable a smooth flow of work when the Public Fiduciary is not able to perform the duties of the position.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

sent 7/26/18

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 26 July 2018

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 451 books donated by The Navajo Nation Library to the Sanders Public Library at an approximate value of eight thousand four hundred seventy-nine dollars and eighty-seven cents (\$8,479.87).

BOS Meeting Date Requested: **August 6, 2018**

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 RF

Books donated by the Navajo Nation Library

Title	Author	ISBN	# of copies	Price	Total
Arizona on Stage: Playholes, Plays, and Players in the Territory	Collins, Thomas P.	9781493016594	2	\$ 18.95	\$ 37.90
Autobiography of Leverett Saltonstall	Byrd, Richard	9781442251434	2	\$ 30.00	\$ 60.00
Ax Murders of Saxtown	Pistor, Nicholas J.C.	9780762788606	2	\$ 16.95	\$ 33.90
Barbecue Lover's Memphis and Tennessee Styles	Stewart-Howard, Stephanie	9781493006366	2	\$ 21.95	\$ 43.90
Bend to Baja	Johnson, Jeff	9781589799301	2	\$ 24.95	\$ 49.90
Best Bike Rides Las Vegas	Papa, Paul W.	9781493003884	2	\$ 22.95	\$ 45.90
Between Two Rivers: A Memior of Christain Social Action and Ethics	Stone, Ronald H.	9781442250048	2	\$ 30.52	\$ 61.04
Buffalo Bil, Boozers, Brothels, and Bare-Knuckle Brawlers	Booth, Evelyn	9781442246591	2	\$ 22.95	\$ 45.90
Chasin' Crustaceans	Cole, Victor	9781608934485	2	\$ 14.95	\$ 29.90
Children of the Jacaranda Tree	Delijani, Sahar	9781476709093	60	\$ 24.00	\$ 1,440.00
Chronicles of Vladmir: Eight Grade Burns	Brewer, Heather	9780545296557	35	\$ 1.49	\$ 52.15
Cold and Lonely Place	Henry, Sara J.	9780307718419	48	\$ 24.00	\$ 1,152.00
Darkest Child	Phillips, Delores	9781569473788	64	\$ 15.95	\$ 1,020.80
Deadly Times	Irwin, Lew	9781493006496	2	\$ 16.95	\$ 33.90
Deeper	Gordon, Roderick	9780545140287	12	\$ 3.99	\$ 47.88
Discovering Vintage New Orleans	Stuart, Bonnye	9781493012657	2	\$ 16.95	\$ 33.90
Eating Dangerously	Booth, Michael	9781442248663	2	\$ 16.95	\$ 33.90
Extreme Wine: Searching the World for the Best, the Worst, the Outrageously Cheap, the Insanely Overpriced, and the Undiscovered	Veseth, Mike	9781442219236	2	\$ 16.95	\$ 33.90
Fundematalas of Occupational Safety and Health 5th Edition	Friend, Mark A.	9781605907062	2	\$ 14.92	\$ 29.84
Gateway to Yellowstone	Whittlesey, Lee	9781493010660	2	\$ 18.95	\$ 37.90
Gettysburg Replies		9781493009121	2	\$ 26.95	\$ 53.90
Heist Society	Carter, Ally	9781423116394	24	\$ 5.00	\$ 120.00
Hero Complex	Froley, Margaux	9871616953201	36	\$ 17.99	\$ 647.64
His Right Hand	Harrison, Mette Ivie	9781616956103	10	\$ 26.95	\$ 269.50
In the Shadow of Saint Death	Deibert, Michael	9781493009718	2	\$ 16.95	\$ 33.90
In Wolf Country	Yuskavitch, Jim	9780762797530	2	\$ 18.95	\$ 37.90
Jane and the Waterloo Map	Barron, Stephanie	9781616954253	56	\$ 25.95	\$ 1,453.20
Life Lessons From Veterans	Tocquigny, Rick	9781630761356	2	\$ 14.95	\$ 29.90
Listen Out Loud: A Life in Music	Weisner, Ron	9781493008568	2	\$ 16.95	\$ 33.90
Lombardi Dies, Orr Flies, Marshall Cries	Schultz, Brad	9781442256293	2	\$ 23.00	\$ 46.00

Books donated by the Navajo Nation Library

Long Rifel	LeBleu, Joe	9781599214405	2	\$	16.95	\$	33.90
Money, Taste, and Wine	Veseth, Mike	9781442234635	2	\$	24.95	\$	49.90
Moser Legacy in Wood	Moser, Thomas	9781608936076	2	\$	35.00	\$	70.00
Nixon's Gamble	Locker, Ray	9781493009312	2	\$	29.95	\$	59.90
Nuts and Berries of California	Nyerges, Christopher	9781493001842	2	\$	18.95	\$	37.90
Occpational Safety and Health Law Handbook 2nd Edition	Lopez, Margaret S.	9780865879843	2	\$	12.98	\$	25.96
Opening Kickoff: The Tumultuous Birth of A Football Nation	Revsine, Dave	9780762791774	2	\$	25.95	\$	51.90
Outlaw Tales of Kansas	Smarsh, Sarah	9781493016761	2	\$	16.95	\$	33.90
Parent's Death, A	Ralph, Margaret Nutting	9781442243279	2	\$	25.95	\$	51.90
Pat Garrett: The Man Behind the Badge	Jameson, W.C.	9781630761042	2	\$	26.95	\$	53.90
Pet Care Givers and Families	Berkelhammer, Robert	9781442248151	2	\$	19.00	\$	38.00
Phantom Punch: The Story Behind Boxing's Most Controversial Bout	Sneddon, Rob	9781608933655	2	\$	24.95	\$	49.90
Prenatal Bombshell	Azri, Stephanie	9781442239425	2	\$	30.13	\$	60.26
Private Heller and the Bantam Boys: An American Medic in World War I	Archer, Gregory	9781493017362	2	\$	26.95	\$	53.90
Promise: A Tragic Accident, A Paralyzed Bride, and the Power of Love, Loyalty, and Friendship	Friedman, Rachelle	9781493008575	2	\$	14.95	\$	29.90
Seafood Lovers Pacific Northwest	Gaudette-Brewer, Karen	9780762781140	2	\$	19.95	\$	39.90
Sex and the Office: Women, Men, and the Sex Partition That's Divided the Workplace	Elsesser, Kim Phd.	9781493007943	2	\$	24.95	\$	49.90
So You Want t To Be A Dancer	Shaffer, Matthew	9781630760267	2	\$	19.95	\$	39.90
South Carolina Myths & Legends: The True Stories Behind History's Mysteries	Haynie, Rachel	9781493015719	2	\$	16.95	\$	33.90
Sweetie-licious Pies	Hundt, Linda	9780762787524	2	\$	28.95	\$	57.90
Taxi Dancer	Heywood, Joseph	9781493009039	2	\$	18.95	\$	37.90
Trivia Lover's Guide to Even More of the World	Fuller, Gary	9781442235656	2	\$	16.95	\$	33.90
Two Six Shooters Beat Four Aces	Marriott, Barbara	9781442247314	2	\$	16.95	\$	33.90
Unbeaten Man	Rielly, Brendan	9781608935871	2	\$	24.95	\$	49.90
Understanding A Growing Epidemic: Teen Gambling	Derevensky, Jeffrey	9781442202276	2	\$	21.00	\$	42.00
Using GPS	Grubbs, Bruce	9780762750818	2	\$	12.95	\$	25.90
Vacationland	Morine, David	9781608933815	2	\$	16.95	\$	33.90
Waters Far and Near	Gaines, Charles	9781493009725	2	\$	24.95	\$	49.90
When It Was Just A Game	Frommer, Harvey	9781589799202	2	\$	29.95	\$	59.90
Wild Maine: Discoveries of a Wildlife Photographer	Silliker, Bill	9781608934560	2	\$	17.95	\$	35.90

Books donated by the Navajo Nation Library

Yankee Comandante: The Untold Story of Courage, Passion, and One American's Fight to Liberate Cuba	Sallah, Michael	9780762792870	2	\$ 26.95	\$	53.90
Year Yellowstone Burned	Henry, Jeff	9781589799035	2	\$ 24.95	\$	49.90
			451			
					\$	8,479.87

Pros and cons for accepting a donation of books from the Navajo Nation Library.

Agenda item as written:

Discussion and possible approval of the acceptance of 451 books donated by The Navajo Nation Library to the Sanders Public Library at an approximate value of eight thousand four hundred seventy-nine dollars and eighty-seven cents (\$8,479.87).

Pros

- These books were dropped off at the Sanders Library and are already in their possession. (We were unaware this donation was being made.)
- 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.

Cons

- All title were multiples, some in excess of 60 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

Paul Strickland

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: *SueAn Stradling-Collins* 26 July 2018

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 2017-2018.

BOS Meeting Date Requested: **August 6, 2018**

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 *HS*

Apache County Library District

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

July 26, 2018

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

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 2017-2018 in fulfillment of my statutory obligation.

Cordially,



SueAn Stradling-Collins
Director/County Librarian

Apache County Library District

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 2017-2018

Public Services: Last year our seven libraries were open a total of 10,234 hours (152 more than last year due to increased hours at the Sanders Public Library) and realized a combined annual attendance of 109,631 library patrons. With the assistance of 14 volunteers who worked a total of 248 hours, staff handled 113,335 public service transactions. They provided computer assistance to 6,698 Apache County residents and visitors and answered 15,113 reference questions. These numbers represent a 7.1% increase in computer assistance and a 7.6% increase in reference questions answered. The number of registered patrons of all ages on June 30th was 16,174.

Apache County residents logged 52,726 computer sessions throughout the Library District. For the first nine months of the fiscal year, WiFi usage was tallied by staff observation. In April, wireless access points were installed in all of the libraries, which now allow an accurate count of connections to the WiFi. Combined, our libraries housed 68,488 print, 5,523 audio, and 14,231 video items. Polaris, our automated library system, tallied 187,986 items circulated, of which 36,066 were children's materials. In addition, our collection of 7,677 electronic materials, available for all residents who own electronic reading devices – eReaders, smart phones, laptops, tablets, and computer workstations, circulated 6,874 items. This is a 2% 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, 5,572 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 schools, senior centers, the jail, the prison, etc.

For materials not owned by our libraries, we borrowed 659 items through our interlibrary loan service which obtains requested materials from participating libraries located throughout Arizona, the Western region, and the United States. We loaned 532 items to other libraries who participate in this service. This is an increase of 6.6% of items loaned.

In an effort to meet the broadest possible information needs of our residents, we provided access to 35 licensed databases, giving our citizens the opportunity to conduct research on a wide range of topics, take a variety of online classes, learn languages,

Apache County Library District

create resumes, practice interviewing skills, and search their family's history. Residents were able to access most 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, recipe exchanges, cooking groups, and craft classes, as well as computer classes. In all, library staff presented 741 programs with a total attendance of 9,246. This represents a 7% decrease in programs, but a 14% increase 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. The numbers show that the staff is on the right track.

Technical, Facilities, and Administrative Services:

We ordered, cataloged, processed, and distributed 6,430 print, audio, and video materials. This number is down from last year as our main cataloger was acting as the interim manager at our St. Johns branch for two months. We also ordered and cataloged 735 eBooks and eAudios.

The district was awarded \$41,054.21 in E-rate reimbursements. The Library District was active in pursuing E-rate funds along with the statewide initiative to bring better Internet connectivity and increased bandwidth to rural libraries. We joined the Apache County School Business Consortium who shares these same goals.

In April of 2018, we changed our Integrated Library System (ILS – which allows us to check in/out materials, register patrons, catalog, etc.). We partner with Gila County who hosts the ILS on their servers and supplies us with tech support. They made the decision to switch to Book System's Atrium due to poor customer service and functionality from our previous provider.

The district maintained a web presence that featured our catalog, an events calendar, community information, tutorials, and access to electronic resources. Three of our libraries maintain Facebook pages.

A 24 hour custodian position was created for the Library District. We have had some turnover in the position as we are trying to find an employee who fits well in the position. We are still looking for that person.

In April, we lost two library managers. One retired, and one resigned. Covering for these positions has stretched our staff quite thin. We have had multiple recruitments but have not been able to fill the openings by the end of the fiscal year. Having a fairly new and inexperienced support staff in these libraries, we have not been able to fill the positions from within the District.

Electronic Resources

- The number of residents registered with *OverDrive* to borrow eBooks, audios and streaming videos increased 4% overall. The eAudios seem to be the most popular format with an increase of 25% in usage.
- Over 6,700 eBooks, approximately 835 eAudios, and over 120 eVideos are available through OverDrive.
- Over 360 courses taught by professors and professionals are offered through Gale courses. 170 enrollments were logged for the fiscal year.

Apache County Library District

- With the 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 hobbies to business are also available.
- Biblioboard 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 two local history collections featured on Biblioboard.
- Job help is offered through the Cypress Resume, Career Transitions, and Learning Express sites.
- All of our libraries provide 24x7 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 Greer Memorial Library and the St. Johns Public Library completed the process this fiscal year. Greer's service priorities are **Know Your Community** and **Connect to the Online World**. St. Johns's service priorities are **Know Your Community** and **Create Young Readers**.
- Along with Alpine, Round Valley, Sanders, and Vernon, these libraries are now implementing their strategic plans.
- The Concho Public Library has begun the process and will seek Board approval early in the 2018-2019 FY.
- All libraries have now completed the strategic planning process at least once within the last five years.

Training

- All library staff were given training on the new Atrium system so as to continue the basic duties of running a library.
- With the vacancies we have experienced during the year, we have been focusing on trying to cross train. We have employees that float throughout the District, but we are also trying to send various staff from various libraries to cover in others in case we have the need.
- Technical services staff continued to rotate responsibilities for ordering and processing library materials, equipment and supplies.
- Our Concho and Vernon library managers continued their third year of training at the all-expenses paid Library Institute in Flagstaff from June 4-8, 2018, which was hosted by the Arizona State Library, Archives and Public Records Division. Both graduated from the program. The training they received there is manifesting itself in their programs and service to the patrons.
- All managers and staff members Mandy Whiting and Wichitaw Busby were trained in the Fun With Math and Science program sponsored by the Scottsdale Public Library. Round Valley completed the parental training sessions suggested for the program with good attendance.

Programming and Exhibits

- Six libraries provided children's reading programs on a regular basis.

Apache County Library District

- Six libraries hosted exhibits in a variety of media which featured the work of local artists.
- Five libraries hosted book discussion groups.
- Sanders Public Library offered Brain Box training for parents to engage their children ages 2-5 in reading.
- Author H. Alan Day, brother to Sandra Day O'Connor, gave book talks at two of our libraries. Author, Barbara Davis, also gave a book talk in Greer.
- Frank Talks are "free, thought-provoking, expert-facilitated discussions on important issues facing our communities produced in partnership with Arizona Humanities and the Arizona State Library, Archives & Public Records." These presenters are in high demand, and we were able to have three talks during the season: Dr. Braden Allenby spoke on Weaponized Narratives in Round Valley and Greer, and Jaime Bowen spoke about Fake News in Round Valley.
- Round Valley Library's theme for Preservation Week celebrated the history of the Round Valley Public Library. Past employees were invited and mention was made of all employees. Part of the display included the history of technology in libraries.
- The Round Valley Public Library has partnered with the Reeves Foundation which provides supportive services to individuals with developmental disabilities to hold story times for participants.
- St. Johns Public Library held a creative maker space twice a month in which participants met to work on various craft projects and share their ideas and creativity as well as offer support.
- The St. Johns Public Library held 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 33 to 60.
- St. Johns Public Library boasts an active teen group that meets each week to participate in activities, planning, and tutoring.

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. These are a huge service that is being offered to the public. (We do not own the Greer and Sanders Library facilities, and are not able to provide meeting rooms in those facilities.)

GOALS AND OBJECTIVES FOR FY 2018-2019

Library District Structure:

- Work with the County Manager and Human Resources for suggestions on the possible restructuring of some of our positions.

EResources

- Continue to actively promote awareness of and use of the many resources offered free to all library card holders.

Apache County Library District

- Continue to find ways to share these resources with all members of the County.
- Continue to pursue, through e-rate, better Internet connectivity.

Strategic Planning

- Sanders Public Library and Vernon 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.

APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2017-2018

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

APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2017-2018

LIBRARY COLLECTIONS		
Collection--print	68,488	
Collection--physical audio	5,523	
Collection--physical video	14,231	
Collection--electronic	7,677	
Total collection	95,919	
Collection--children's print	24,452	
Collection--children's other	4,217	
Total children's collection	28,669	
Collection--print serial subscriptions	128	
Collection--databases--local	4	
Collection--databases--State supplied	31	
Total databases	35	
LIBRARY CIRCULATION		
Circulation transactions--physical	187,986	
Circulation transactions--electronic	6,874	
Total circulation transactions	194,860	
Total circulation transactions--children's materials	36,066	

APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2017-2018

REGISTRATIONS		
Number of registered users (All ages)	16,174	
Number of registered users (0-11)	2404	
PUBLIC ACCESS COMPUTERS		
Number of internet computers used by the general public	152	
Number of internet computer sessions by the general public	29,798	
<i>LIBRARY IS COMPLIANT WITH ARS 34-501 and ARS 34-502</i>		
<i>RESTRICTING ACCESS TO HARMFUL MATERIALS ON THE INTERNET.</i>		
PROGRAMS AND ATTENDANCE		
Total library programs	741	
Total program attendance	9,246	
PAID STAFF		
FTE positions : all library district staff	24.525	
Total number of persons: all library district staff	31	

APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2017-2018

LIBRARY REVENUE	BUDGETED	FUND	EXPENSES
Government revenue--local (County/District)--Contingency	\$ 100,000.00	1000	\$ 25,661.86
Government revenue--local (County/District)	\$ 1,687,165.00	8000	\$ 1,553,969.06
Government revenue--state (including State Grants-In-Aid)	\$ 25,000.00	8012	\$ 25,000.00
Government revenue--eRate	\$ 41,054.21	8030	\$ 26,494.18
Other revenue	\$ 37,630.00	8060	\$ 5,641.78
Total operating revenue	\$ 1,890,849.21		\$ 1,636,766.88
CAPITAL REVENUE			
Capital revenue--local	\$ 220,800.00	8010	\$ 2,781.32
BOND			
Debt service fund	\$ 723,100.00	580	\$ 663,612.50

APACHE COUNTY LIBRARY DISTRICT
ANNUAL REPORT
FY 2017-2018

STAFF EXPENDITURES	
Staff expenditures--salaries & wages	\$ 762,941.97
Staff expenditures--employee benefits	\$ 362,647.17
Total staff expenditures	\$ 1,125,589.14
COLLECTION EXPENDITURES	
Collection expenditures--print	\$ 86,523.83
Collection expenditures--media	\$ 42,054.97
Collection expenditures--electronic	\$ 36,855.37
Total collection expenditures	\$ 165,434.17
OTHER EXPENDITURES	
Other operating expenditures	\$ 262,945.75
OPERATING EXPENDITURES	
Total operating expenditures	\$ 1,553,969.06
CAPITAL EXPENDITURES	
Total capital expenditures	\$ 2,781.32

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: Leg. Staff - Coll. 7-26-2018

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

Library District: Discussion and possible approval to increase weekly hours for five (5) Library Specialists from 32 hours to 40 hours. This request is due to a lack of personnel and additional library patronage.

BOS Meeting Date Requested August 6, 2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: Decker

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: A. McCarty

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board [Signature]

Library Personnel Hours Increase Request

Position	Range	CURRENT				PROPOSED				Difference
		Hours	Salary	ERE	Total	Hours	Salary	ERE	Total	
Lib. Spec. I	24	32	\$18,810.69	\$10,723.68	\$29,534.37	40	\$23,513.36	\$11,638.35	\$35,151.71	\$5,617.34
Lib. Spec. I	24	32	\$19,269.62	\$10,812.94	\$30,082.56	40	\$24,087.02	\$11,749.93	\$35,836.95	\$5,754.39
Lib. Spec. II	24	32	\$23,857.60	\$18,761.30	\$42,618.90	40	\$29,822.00	\$19,921.38	\$49,743.38	\$7,124.48
Lib. Spec. I	24	32	\$18,351.92	\$17,690.45	\$36,042.37	40	\$22,939.90	\$18,582.81	\$41,522.72	\$5,480.35
Lib. Spec. I	24	32	\$18,351.92	\$10,634.45	\$28,986.37	40	\$22,939.90	\$11,526.81	\$34,466.72	\$5,480.35

Total: **\$29,456.90**

Pros and cons to increase weekly hours

Agenda item as written:

Discussion and possible approval to increase weekly hours for (5) Library Specialists from 32 hours to 40 hours. This request is due to lack of personnel and additional library patronage.

- We have two manager vacancies which means that we are trying to cover 72 hours of man-power per week.
- There has been very little interest in the positions, and we have not been able to fill them.
- We are losing the regular productivity of those who are covering those manager positions.
- One of the vacancies is at the Greer Memorial Library that is open five days a week during the summer and is quite busy due to summer visitors. (Greer Library is only open one day a week mid-October through early May.)
- Summer is the busiest time at both libraries.

Pros

- Able to offer better customer service with a consistent staff instead of substitutes
- Able to begin to work through back log created by loss of hours in regular positions due to coverage elsewhere
- Benefit to employees by increasing their hours and thus their salaries
- We have the money in our budget

Cons

- Without these increased hours, we continue to run our libraries at a less than optimal level

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: Leah Hoff - Clerk 7.26.2018

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

Library District: Discussion and possible approval to eliminate two (2) Library Manager positions (Range 30),
Create the position of Senior Library Manager, and authorize a 5% increase for the current Librarian III due to
increased duties. This will result in a savings of \$78,120.61.

BOS Meeting Date Requested August 6, 2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: Paulam

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: A. McCarthy

Other Review: _____

Signature: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Greer/St. Johns Library Manger Resolution

Library	CURRENT				PROPOSED				Difference
	Position	Salary	ERE	Total	Action	Salary	ERE	Total	
Greer	Library Manag	\$21,282.39	\$18,260.42	\$39,542.81	ELIMINATE	\$0.00	\$0.00	\$0.00	(\$39,542.81)
Round Valley	Library Manag	\$26,603.00	\$19,295.28	\$45,898.28	ELIMINATE	\$0.00	\$0.00	\$0.00	(\$45,898.28)
St. Johns	Library Manag	\$26,603.00	\$19,295.28	\$45,898.28	REMAIN VACANT	\$0.00	\$0.00	\$0.00	(\$45,898.28)
Greer & Round Valley					CREATE: Senior Library Manager	\$30,852.00	\$20,121.71	\$50,973.71	\$50,973.71
St. Johns	Librarian III	\$37,589.97	\$21,432.25	\$59,022.22	5% INCREASE	\$39,469.47	\$21,797.81	\$61,267.28	\$2,245.06

Total Savings: (\$78,120.61)

Pros and cons to create a Senior Library Manager

Agenda item as written:

Discussion and possible approval to eliminate two (2) Library Manager positions (Range 30). Create the position of Senior Library Manager, and authorize a 5% increase for the current Librarian III due to increased duties. This will result in a savings of \$78,120.61.

- We have been trying to fill these positions for approximately 3 months now and have little to no interest.
- None of the applicants have been truly qualified.

Pros

- Have an experienced manager using her skills to cover both the Round Valley and Greer Libraries.
- The close proximity of the libraries makes this possible.
- Both libraries will benefit from the managerial experience of the Senior Library Manager.
- Improved and consistent customer service
- The St. Johns Library will be able to move forward with their strategic plan with dependable and consistent leadership
- These changes will be a considerable savings to the Library District.

Cons

- Without these requested changes, we continue to run our libraries at a less than optimal level.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Flood
Control

date/time stamp

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

Engineering

Date/Signature: 07/24/2018

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

Request approval of contract addendum and change order with Creative Multimedia Ins. For parcel maps, signs, rural addressing and County Flood Control Projects as needed

BOS Meeting Date Requested 08/06/2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: see attached email.

Signature:

Finance Review: see attached email.

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

RS



**Office of
Apache County Engineer**

P.O. Box 238, St. Johns, AZ 85936

fcrosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

July 24, 2018

Contract Addendum and Change Order

Apache County, Arizona and Creative Multimedia, Inc., dba CMI Engineering (CMIE) hereby agree to a contract addendum and change order to that certain Consulting Agreement entered into between the parties on or about April 3, 2008. The amendments to the Consulting Agreement approved by this change order are as follows:

1.) The total amount of the contract budget is hereby amended to increase by \$60,000. Work will continue to be performed on a Task-Order basis, with pre-approved budget amounts and deliverables for each Task. CMIE will continue to provide detailed project status reports, and documentation on deliverables.

2.) The service completion date is hereby extended to June 30, 2019.

3.) The additional services to be performed by CMIE under this change order not originally included in the Consulting Agreement are as follows:

- a) Development of software tools in support of Parcel Maps, Signs, and Rural Addressing applications;
- b) Map book updates and merging of multiple split data sources into a common County Data base, incl. technical assistance to County personnel
- c) Signs, Rural Addressing, and merging/updating County Transportation Layer
- d) Documentation on procedures and policy recommendations for future updates;
- e) Consultation, compilation of existing data sets, develop plan of work, and on-site training;
- f) Assistance in obtaining and managing federal/state grants, and engineering coordination for County Flood Control Projects as needed;

4.) All other terms and conditions remain the same.

This contract addendum and change order is approved and accepted this ____ day of _____, 2018 by:

Authorized Representative of CMIE

Authorized Representative of Apache County

Tamie Herrick

From: David Lamm
Sent: Wednesday, July 25, 2018 8:10 AM
To: Tamie Herrick
Subject: RE: 2018 Contract Addendum and Change Order CMI

Tamie,

This looks good. I can sign at the agenda review.

David Lamm
Interim Finance Director - Apache County
75 W. Cleveland St.
St. Johns, AZ 85936
(928) 337-7634
dlamm@co.apache.az.us

From: Tamie Herrick
Sent: Wednesday, July 25, 2018 7:46 AM
To: Joe Young <jyoung@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Subject: FW: 2018 Contract Addendum and Change Order CMI

Needing approval on this so we can get it on the agenda review for the next BOS meeting.....Thanks

From: Tamie Herrick
Sent: Tuesday, July 24, 2018 6:46 AM
To: Joe Young <jyoung@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Subject: 2018 Contract Addendum and Change Order CMI

Please review for our yearly contract with CMI for your approval by email for the next BOS meeting.....thanks Tamie Herrick, Apache County Engineering

Tamie Herrick

From: Joe Young
Sent: Wednesday, July 25, 2018 9:05 AM
To: Tamie Herrick; David Lamm
Subject: RE: 2018 Contract Addendum and Change Order CMI

I have no legal issues with the amendment

From: Tamie Herrick [mailto:therrick@co.apache.az.us]
Sent: Wednesday, July 25, 2018 7:46 AM
To: Joe Young <JYoung@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Subject: FW: 2018 Contract Addendum and Change Order CMI

Needing approval on this so we can get it on the agenda review for the next BOS meeting.....Thanks

From: Tamie Herrick
Sent: Tuesday, July 24, 2018 6:46 AM
To: Joe Young <jyoung@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Subject: 2018 Contract Addendum and Change Order CMI

Please review for our yearly contract with CMI for your approval by email for the next BOS meeting.....thanks Tamie Herrick, Apache County Engineering

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Flood Control
date/time stamp

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

Engineering

Date/Signature: 7/25/18 [Signature]

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

Discussion of possible approval to extend service contract agreement for precipitation gauges in the affected Willow Fire watershed. Anticipated county share in the agreement is \$12,400 FY 2019 and \$12,400 FY 2020.

BOS Meeting Date Requested 8/6/18

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: [Signature]

Finance Review: see attached email per David Lamm

Signature: [Signature]

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

[Initials]

Tamie Herrick

From: David Lamm
Sent: Monday, July 30, 2018 3:51 PM
To: Tamie Herrick
Subject: RE: Revised USGS Proposal for BOS

Tamie,

This should be ok, I'll sign.

Thanks

David Lamm
Interim Finance Director - Apache County
75 W. Cleveland St.
St. Johns, AZ 85936
(928) 337-7634
dlamm@co.apache.az.us

From: Tamie Herrick
Sent: Monday, July 30, 2018 3:40 PM
To: David Lamm <dlamm@co.apache.az.us>; Joe Young <jyoung@apachelaw.net>
Subject: FW: Revised USGS Proposal for BOS

Needing to put on the BOS agenda.....needing approval. Thanks Tamie (if we can get it done today it would be appreciated, sorry for the short notice.)

From: robert.toy@cox.net <robert.toy@cox.net>
Sent: Monday, July 30, 2018 3:37 PM
To: Tamie Herrick <therrick@co.apache.az.us>; Ferrin Crosby <cfcros@co.apache.az.us>
Subject: Revised USGS Proposal for BOS

Thanks for your patience. Here's the revision, which includes what I rec'd from USGS today for funding in 2019 and 2020. I included a brief explanation of the difference between the calendar year and federal "water year" that starts in Oct. 2018 for 2019. In other words, this accurately reflects what the briefing paper says "for the next two years."

Also included is a brief narrative identifying potential funding sources. Ferrin, I'm not certain as of this writing if FEMA will require the archaeologist onsite for Salado. They haven't in any of the other projects that cleared EHP last week, so that's what I was basing it on when we spoke to Travis. Instead, I tried to show that the County would receive more coming in than it spent on out of pocket costs, and hope the reader is drawn to the same conclusion. We just want to be super careful in a public venue that we're not advocating diverting FEMA funds toward non-grant work.

Hope this makes sense? Please let me know if you need more.

thanks,



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Arizona Water Science Center
520 North Park
Tucson, AZ 85719

July 30, 2018

Mr. John Ferrin Crosby
County Engineer
Apache County
P.O. Box 428
St. Johns, AZ 85936

Dear Mr. Ferrin Crosby:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Arizona Water Science Center Water Resources Investigations, during the period October 1, 2018 through September 30, 2020 in the amount of \$24,800 from your agency. U.S. Geological Survey contributions for this agreement are \$18,000 for a combined total of \$42,800. Please sign and return one fully-executed original to Autumn Henson at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2018**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Christopher Smith by phone number (520) 670-3311 or email cfsmith@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Rebecca Ramirez at phone number (520) 670-3345 or email at rramirez@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

James M Leenhouts
Director

Enclosure
19ZFJFA0100 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000002056
Agreement #: 19ZFJFA0100
Project #: ZF00H6R
TIN #: 86-6000385

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Arizona Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Apache County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$18,000 by the party of the first part during the period
October 1, 2018 to September 30, 2020
- (b) \$24,800 by the party of the second part during the period
October 1, 2018 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$32,800

Description of the USGS regional/national program: Federal Priority Streamgaging (FPS)

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000002056
Agreement #: 19ZFJFA0100
Project #: ZF00H6R
TIN #: 86-6000385

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Christopher Smith
Supv. Hydrologist
Address: 520 N. Park Ave
Tucson, AZ 85719
Telephone: (520) 670-3311
Fax: (520) 670-5592
Email: csmith@usgs.gov

Customer Technical Point of Contact

Name: John Ferrin Crosby
County Engineer
Address: P.O. Box 428
St. Johns, AZ 85936
Telephone: (928) 337-7503
Fax:
Email: fcrosby@co.apache.az.us

USGS Billing Point of Contact

Name: Rebecca Ramirez
Budget Analyst
Address: 520 N. Park Ave
Tucson, AZ 85719
Telephone: (520) 670-3345
Fax: (520) 670-5592
Email: rramirez@usgs.gov

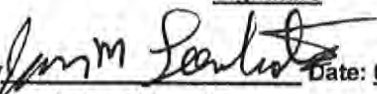
Customer Billing Point of Contact

Name: John Ferrin Crosby
County Engineer
Address: P.O. Box 428
St. Johns, AZ 85936
Telephone: (928) 337-7503
Fax:
Email: fcrosby@co.apache.az.us

U.S. Geological Survey
United States
Department of Interior

Apache County

Signature

By  Date: 07/30/2018
Name: James M Leenhouts
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

JOINT FUNDING AGREEMENT BETWEEN THE
U S GEOLOGICAL SURVEY ARIZONA WATER SCIENCE CENTER
AND
APACHE COUNTY

WORKPLAN AND BUDGET

Fiscal Year 2019

1. Operate and maintain surface-water gages and a flood warning gage:

(Oct. 2018 – Sep. 2019)

a. South Fork Little Colorado River near Greer*	\$ 16,400
b. Filler Ditch at Greer*	\$ 5,000
c. Little Colorado River at Greer*	\$ 16,400
Total	<u>\$ 37,800</u>

*The USGS will contribute \$9,000 in matching funds to operate Filler Ditch at Greer gage (\$5,000) and to partially fund South Fork gage (\$4,000). The USGS will contribute \$16,400 in Federal Priority Streamgaging (FPS) funds fka NSIP funding to operate Little Colorado River at Greer.

FY19

Funding

Total Requirement	\$37,800
USGS FPS Funds	\$16,400
USGS Co-op Funds	\$ 9,000 (shown on the agreement)
Apache County	\$12,400

Fiscal Year 2020

1. Operate and maintain surface-water gages and a flood warning gage:

(Oct. 2019 – Sep. 2020)

a. South Fork Little Colorado River near Greer*	\$ 16,400
b. Filler Ditch at Greer*	\$ 5,000
c. Little Colorado River at Greer*	\$ 16,400
Total	<u>\$ 37,800</u>

*The USGS will contribute \$9,000 in matching funds to operate Filler Ditch at Greer gage (\$5,000) and to partially fund South Fork gage (\$4,000). The USGS will contribute \$16,400 in Federal Priority Streamgaging (FPS) funds fka NSIP funding to operate Little Colorado River at Greer.

FY20

Funding

Total Requirement	\$37,800
USGS FPS Funds	\$16,400
USGS Co-op Funds	\$ 9,000 (shown on the agreement)
Apache County	\$12,400

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000002056
Agreement #: 19ZFJFA0100
Project #: ZF00H6R
TIN #: 86-6000385

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Arizona Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Apache County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$18,000 by the party of the first part during the period
October 1, 2018 to September 30, 2020
- (b) \$24,800 by the party of the second part during the period
October 1, 2018 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$32,800

Description of the USGS regional/national program: Federal Priority Streamgaging (FPS)

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000002056
Agreement #: 19ZFJFA0100
Project #: ZF00H6R
TIN #: 86-6000385

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Christopher Smith
Supv. Hydrologist
Address: 520 N. Park Ave
Tucson, AZ 85719
Telephone: (520) 670-3311
Fax: (520) 670-5592
Email: csmith@usgs.gov

Customer Technical Point of Contact

Name: John Ferrin Crosby
County Engineer
Address: P.O. Box 428
St. Johns, AZ 85936
Telephone: (928) 337-7503
Fax:
Email: fcrosby@co.apache.az.us

USGS Billing Point of Contact

Name: Rebecca Ramirez
Budget Analyst
Address: 520 N. Park Ave
Tucson, AZ 85719
Telephone: (520) 670-3345
Fax: (520) 670-5592
Email: rramirez@usgs.gov

Customer Billing Point of Contact

Name: John Ferrin Crosby
County Engineer
Address: P.O. Box 428
St. Johns, AZ 85936
Telephone: (928) 337-7503
Fax:
Email: fcrosby@co.apache.az.us

U.S. Geological Survey
United States
Department of Interior

Apache County

Signature

By  Date: 07/30/2018
Name: James M Leenhouts
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

JOINT FUNDING AGREEMENT BETWEEN THE
U S GEOLOGICAL SURVEY ARIZONA WATER SCIENCE CENTER
AND
APACHE COUNTY

WORKPLAN AND BUDGET

Fiscal Year 2019

1. Operate and maintain surface-water gages and a flood warning gage:

(Oct. 2018 – Sep. 2019)

a. South Fork Little Colorado River near Greer*	\$ 16,400
b. Filler Ditch at Greer*	\$ 5,000
c. Little Colorado River at Greer*	\$ 16,400
Total	<u>\$ 37,800</u>

*The USGS will contribute \$9,000 in matching funds to operate Filler Ditch at Greer gage (\$5,000) and to partially fund South Fork gage (\$4,000). The USGS will contribute \$16,400 in Federal Priority Streamgaging (FPS) funds fka NSIP funding to operate Little Colorado River at Greer.

FY19

Funding

Total Requirement	\$37,800
USGS FPS Funds	\$16,400
USGS Co-op Funds	\$ 9,000 (shown on the agreement)
Apache County	\$12,400

Fiscal Year 2020

1. Operate and maintain surface-water gages and a flood warning gage:

(Oct. 2019 – Sep. 2020)

a. South Fork Little Colorado River near Greer*	\$ 16,400
b. Filler Ditch at Greer*	\$ 5,000
c. Little Colorado River at Greer*	\$ 16,400
Total	<u>\$ 37,800</u>

*The USGS will contribute \$9,000 in matching funds to operate Filler Ditch at Greer gage (\$5,000) and to partially fund South Fork gage (\$4,000). The USGS will contribute \$16,400 in Federal Priority Streamgaging (FPS) funds fka NSIP funding to operate Little Colorado River at Greer.

FY20

Funding

Total Requirement	\$37,800
USGS FPS Funds	\$16,400
USGS Co-op Funds	\$ 9,000 (shown on the agreement)
Apache County	\$12,400

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

date/time stamp

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

Finance

Date/Signature: _____

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

Adopt the tax rates for 2018-2019.

BOS Meeting Date Requested 8/6/18

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
RESOLUTION SETTING FY2017-2018 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX AUTHORITY NUMBER	APACHE COUNTY	FY19 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY18 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2018/2019	RATE % INCREASE (DECREASE) 2018/2019
	Primary:						
02000	County	0.5922	468,804,350	2,776,259	0.5857	0.0065	1.11%
02001	State School Equalization (State Mandated)	0.4875	468,804,350	2,285,421	0.4875	-	0.00%
	Total Primary Rate	1.0797			1.0732	0.0065	0.61%
	Secondary:						
52000	General Fund Override	-	468,804,350	1,437,823	-	-	-0.87%
14900	Library District	0.3067	468,804,350	1,161,697	0.3094	(0.0027)	-0.88%
29999	Public Health District	0.2478	468,804,350	927,295	0.2500	(0.0022)	-0.90%
28000	Jail District	0.1978	468,804,350	416,767	0.1996	(0.0018)	-0.89%
28002	Juvenile Jail District	0.0889	468,804,350	1,758,016	0.0897	(0.0008)	0.00%
58000	Jr. College Tuition	0.3750	468,804,350	656,326	0.3750	-	0.00%
56000	Post Secondary Education	0.1400	468,804,350	163,065	0.1400	-	1.89%
15000	Flood Control	0.0861	468,804,350	510,528	0.0845	0.0016	-10.81%
14901	Library Construction Bond	0.1089	468,804,350	395,671	0.1221	(0.0132)	2.43%
11900	Fire Dist. Assistance	0.0844	468,804,350	7,427,189	0.0824	0.0020	-1.03%
	Total Secondary Rate	1.6356			1.6527	(0.0171)	
	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	3.8072	32,373,408	1,232,520	3.7170	0.0902	2.43%
57001	Secondary	0.6759	32,373,408	218,812	0.6340	0.0419	6.61%
67001	Class A Bonds	-		-	-	-	0.00%
77001	Class B Bonds	-		-	-	-	0.00%
87001	Adjacent Ways	-		-	-	-	0.00%
	CONCHO SCHOOL #6						
05006	Primary	8.3080	18,186,227	1,510,912	6.4510	1.8570	28.79%
55006	Secondary	-		-	-	-	0.00%
65006	Class A Bonds	-		-	-	-	0.00%
75006	Class B Bonds	0.3816	18,186,227	69,399	0.5944	(0.2128)	-35.80%
85006	Adjacent Ways	-		-	-	-	0.00%

APACHE COUNTY
RESOLUTION SETTING FY2017-2018 TAX LEVIES AND RATES

TAX UTHORITY NUMBER	RESOLUTION NO.	FY19 TAX RATE		PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY18 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2018/2019	RATE % INCREASE (DECREASE) 2018/2019
ALPINE SCHOOL #7								
05007		3.1013	16,549,317	513,244	2.8554	0.2459	8.61%	
55007		-	-	-	-	-	0.00%	
65007		-	-	-	-	-	0.00%	
75007		-	-	-	-	-	0.00%	
85007		-	-	-	-	-	0.00%	
WINDOW ROCK SCHOOL #8								
07008		-	-	-	-	-	0.00%	
57008		-	-	-	-	-	0.00%	
67008		-	-	-	-	-	0.00%	
77008		1.7747	15,066,712	267,389	2.7414	(0.9667)	-35.26%	
87008		-	-	-	-	-	0.00%	
VERNON SCHOOL #9								
05009		6.2014	15,689,899	972,993	6.9657	(0.7643)	-10.97%	
55009		-	-	-	-	-	0.00%	
65009		-	-	-	-	-	0.00%	
75009		-	-	-	-	-	0.00%	
85009		-	-	-	-	-	0.00%	
ROUND VALLEY SCHOOL #10								
07010		2.0015	325,988,071	6,524,651	1.8040	0.1975	10.95%	
57010		0.2922	325,988,071	952,537	0.2663	0.0259	9.73%	
67010		0.0144	325,988,071	46,942	-	0.0144	#DIV/0!	
77010		0.0209	325,988,071	68,132	0.0782	(0.0573)	-73.27%	
87010		-	-	-	-	-	0.00%	
07999		0.1208	325,988,071	393,794	0.3233	(0.2025)	-62.64%	
SANDERS SCHOOL #18								
07018		-	20,092,734	-	-	-	0.00%	
57018		-	-	-	-	-	0.00%	
67018		-	-	-	-	-	0.00%	
77018		-	-	-	-	-	0.00%	
87018		-	-	-	-	-	0.00%	
GANADO SCHOOL #20								
07019		2.0900	19,360,942	404,644	2.0911	(0.0011)	-0.05%	
57019		-	-	-	-	-	0.00%	
67019		-	-	-	-	-	0.00%	
77019		-	-	-	-	-	0.00%	
87019		-	-	-	-	-	0.00%	
McNARY SCHOOL #23								
05023		-	918,669	-	-	-	0.00%	
55023		-	-	-	-	-	0.00%	

**APACHE COUNTY
RESOLUTION SETTING FY2017-2018 TAX LEVIES AND RATES**

RESOLUTION NO. _____

TAX AUTHORITY NUMBER	RESOLUTION NO.	FY19 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY18 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2018/2019	RATE % INCREASE (DECREASE) 2018/2019
65023	Class A Bonds	-	-	-	-	-	0.00%
75023	Class B Bonds	-	-	-	-	-	0.00%
85023	Adjacent Ways	-	-	-	-	-	0.00%
CHINLE SCHOOL #24							
07024	Primary	4.0918	3,114,195	127,427	4.0921	(0.0003)	-0.01%
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	-	1,464,176	-	1.6075	(1.6075)	0.00%
57027	Secondary	-	-	-	-	-	0.00%
67027	Class A Bonds	-	-	-	-	-	0.00%
77027	Class B Bonds	-	-	-	-	-	0.00%
87027	Adjacent Ways	-	-	-	-	-	0.00%
CONCHO FIRE DISTRICT							
11603	GREER FIRE DISTRICT	3.2500	3,265,037	106,114	3.2500	-	0.00%
11604	PUERCO VALLEY FIRE DISTRICT	3.0512	18,269,682	557,445	2.7245	0.3267	11.99%
11618	GANADO FIRE DISTRICT	3.2500	15,264,446	496,094	3.2500	-	0.00%
11619	ALPINE FIRE DISTRICT	3.2500	19,360,942	629,231	3.2500	-	0.00%
11605	VERNON FIRE DISTRICT	3.2042	15,509,201	496,946	2.1000	1.1042	52.58%
11620	NUTRIOSO FIRE DISTRICT	3.2500	13,943,971	453,179	3.2500	-	0.00%
11621		3.0091	8,384,055	252,285	1.4775	1.5316	103.66%
ALPINE SANITARY DISTRICT							
21701	ALPINE DOMESTIC WID	2.3180	5,652,538	131,026	2.3180	-	0.00%
16002	NAVAPACHE HOSPITAL DISTRICT	-	-	-	-	-	0.00%
10251	OJO BONITO WATER DISTRICT	-	-	-	-	-	0.00%
16000	VERNON WATER DISTRICT	-	-	-	-	-	0.00%
16001	LITTLE COLO. SANITARY	-	16,912,913	-	-	-	0.00%
21710	WHITE MOUNTAIN HCD	0.2977	112,908,177	513,732	0.2977	-	0.00%
10260	NO. APACHE COUNTY HCD	0.4550	59,098,759	2,089,989	0.4550	-	0.00%
10270	NO. ARIZONA VIT	3.5364	358,361,479	179,181	3.8406	(0.3042)	-7.92%
30000	NATIVE	0.0500	59,098,759	29,549	0.0500	-	0.00%
30001		0.0500			0.0500	-	0.00%

	RATE	NUMBER OF PARCELS	EXPECTED AMOUNT PRODUCED
28003 CONCHO COUNTY IMPROVEMENT	\$ 80.00	681	54,400
			\$80

APACHE COUNTY
RESOLUTION SETTING FY2017-2018 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX
AUTHORITY
NUMBER

FY19 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY18 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2018/2019	RATE % INCREASE (DECREASE) 2018/2019
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APPROVED:

Chairman, Board of Supervisors

TEST:

Clerk, Board of Supervisors

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

date/time stamp

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

Finance



Date/Signature: _____

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 3, 2018 to August 6, 2018. 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 8/6/18

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066519	07/03/2018	Accounts Payable	ALSCO INC	147.80
Open	NBAZ - Warrant Clearing Account	Check	1066520	07/03/2018	Accounts Payable	AMIGO CHEVROLET	907.50
Open	NBAZ - Warrant Clearing Account	Check	1066521	07/03/2018	Accounts Payable	APACHE COUNTY	164.00
Open	NBAZ - Warrant Clearing Account	Check	1066522	07/03/2018	Accounts Payable	ASHTONS REPAIR INC	104.30
Open	NBAZ - Warrant Clearing Account	Check	1066523	07/03/2018	Accounts Payable	ASPEN TIRE & OIL	834.10
Open	NBAZ - Warrant Clearing Account	Check	1066524	07/03/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	160.00
Open	NBAZ - Warrant Clearing Account	Check	1066525	07/03/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	59.80
Open	NBAZ - Warrant Clearing Account	Check	1066526	07/03/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	398.90
Open	NBAZ - Warrant Clearing Account	Check	1066527	07/03/2018	Accounts Payable	BAYMONT INN TUCSON	92.50
Open	NBAZ - Warrant Clearing Account	Check	1066528	07/03/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	278.80
Open	NBAZ - Warrant Clearing Account	Check	1066529	07/03/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	321.30
Open	NBAZ - Warrant Clearing Account	Check	1066530	07/03/2018	Accounts Payable	BOOT BARN	184.10
Open	NBAZ - Warrant Clearing Account	Check	1066531	07/03/2018	Accounts Payable	BRADCO	5,033.10
Open	NBAZ - Warrant Clearing Account	Check	1066532	07/03/2018	Accounts Payable	BROWN, DEVIN	433.70
Open	NBAZ - Warrant Clearing Account	Check	1066533	07/03/2018	Accounts Payable	BRYAN, MEGAN L	85.10
Open	NBAZ - Warrant Clearing Account	Check	1066534	07/03/2018	Accounts Payable	CDW GOVERNMENT LLC	650.20
Open	NBAZ - Warrant Clearing Account	Check	1066535	07/03/2018	Accounts Payable	CEDAR GROVE WATER CO	267.80
Open	NBAZ - Warrant Clearing Account	Check	1066536	07/03/2018	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	885.80
Open	NBAZ - Warrant Clearing Account	Check	1066537	07/03/2018	Accounts Payable	COVEY, JOSHUA T	2,141.20
Open	NBAZ - Warrant Clearing Account	Check	1066538	07/03/2018	Accounts Payable	CRUMLEY, VICTOR L	276.80
Open	NBAZ - Warrant Clearing Account	Check	1066539	07/03/2018	Accounts Payable	CURTIS, ROGER STUART	1,191.80
Open	NBAZ - Warrant Clearing Account	Check	1066540	07/03/2018	Accounts Payable	EAGAR, BRANNON	284.80
Open	NBAZ - Warrant Clearing Account	Check	1066541	07/03/2018	Accounts Payable	EM HALE LAW	1,093.90
Open	NBAZ - Warrant Clearing Account	Check	1066542	07/03/2018	Accounts Payable	EMBASSY SUITES	104.60
Open	NBAZ - Warrant Clearing Account	Check	1066543	07/03/2018	Accounts Payable	ESCUDILLA INTERIORS	450.00
Open	NBAZ - Warrant Clearing Account	Check	1066544	07/03/2018	Accounts Payable	FRONTIER	654.30
Open	NBAZ - Warrant Clearing Account	Check	1066545	07/03/2018	Accounts Payable	FRONTIER	845.70
Open	NBAZ - Warrant Clearing Account	Check	1066546	07/03/2018	Accounts Payable	GALL'S INC	448.80
Open	NBAZ - Warrant Clearing Account	Check	1066547	07/03/2018	Accounts Payable	GALLUP LUMBER & SUPPLY	399.30
Open	NBAZ - Warrant Clearing Account	Check	1066548	07/03/2018	Accounts Payable	GOLIGHTLY TIRE	542.70
Open	NBAZ - Warrant Clearing Account	Check	1066549	07/03/2018	Accounts Payable	GRAINGER	47.20
Open	NBAZ - Warrant Clearing Account	Check	1066550	07/03/2018	Accounts Payable	GRAY , LEVERIL	14.30
Open	NBAZ - Warrant Clearing Account	Check	1066551	07/03/2018	Accounts Payable	GUINN, RICHARD C	51.90
Open	NBAZ - Warrant Clearing Account	Check	1066552	07/03/2018	Accounts Payable	HILL AZ GROCERY STORE	405.00
Open	NBAZ - Warrant Clearing Account	Check	1066553	07/03/2018	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	220.00
Open	NBAZ - Warrant Clearing Account	Check	1066554	07/03/2018	Accounts Payable	HP2 INC	1,241.10
Open	NBAZ - Warrant Clearing Account	Check	1066555	07/03/2018	Accounts Payable	HUBBELL, ROCHELLE	54.10
Open	NBAZ - Warrant Clearing Account	Check	1066556	07/03/2018	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	1,990.00
Open	NBAZ - Warrant Clearing Account	Check	1066557	07/03/2018	Accounts Payable	KELLER, CLETA	138.40
Open	NBAZ - Warrant Clearing Account	Check	1066558	07/03/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	880.30
Open	NBAZ - Warrant Clearing Account	Check	1066559	07/03/2018	Accounts Payable	MATTICE, DEENA CHRISTINE	297.30
Open	NBAZ - Warrant Clearing Account	Check	1066560	07/03/2018	Accounts Payable	MOORE , ALANE M	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1066561	07/03/2018	Accounts Payable	MORGAN, DIANA M	53.40
Open	NBAZ - Warrant Clearing Account	Check	1066562	07/03/2018	Accounts Payable	NAPA	19.20
Open	NBAZ - Warrant Clearing Account	Check	1066563	07/03/2018	Accounts Payable	NATIONAL BUSINESS FURNITURE	3,928.00
Open	NBAZ - Warrant Clearing Account	Check	1066564	07/03/2018	Accounts Payable	NAVAJO NATION	292.60

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066565	07/03/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	234.52
Open	NBAZ - Warrant Clearing Account	Check	1066566	07/03/2018	Accounts Payable	NAVAJO WESTERNERS	4.19
Open	NBAZ - Warrant Clearing Account	Check	1066567	07/03/2018	Accounts Payable	NEUROPSYCHOLOGY CLINIC PC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066568	07/03/2018	Accounts Payable	NOTAH, ANTONY C	30.00
Open	NBAZ - Warrant Clearing Account	Check	1066569	07/03/2018	Accounts Payable	OCTOPUS CAR WASH INC	62.90
Open	NBAZ - Warrant Clearing Account	Check	1066570	07/03/2018	Accounts Payable	OFFICE DEPOT	473.72
Open	NBAZ - Warrant Clearing Account	Check	1066571	07/03/2018	Accounts Payable	OTERO, MARY ELLEN D	69.76
Open	NBAZ - Warrant Clearing Account	Check	1066572	07/03/2018	Accounts Payable	OVERDRIVE INC	211.87
Open	NBAZ - Warrant Clearing Account	Check	1066573	07/03/2018	Accounts Payable	PERFECT PRINTZ LLC	935.39
Open	NBAZ - Warrant Clearing Account	Check	1066574	07/03/2018	Accounts Payable	PLATT DDS, RANDOLPH	324.00
Open	NBAZ - Warrant Clearing Account	Check	1066575	07/03/2018	Accounts Payable	PURVIS INDUSTRIES	164.54
Open	NBAZ - Warrant Clearing Account	Check	1066576	07/03/2018	Accounts Payable	QUILL CORP	1,747.00
Open	NBAZ - Warrant Clearing Account	Check	1066577	07/03/2018	Accounts Payable	QUINN, NANCY	41.74
Open	NBAZ - Warrant Clearing Account	Check	1066578	07/03/2018	Accounts Payable	RIGG LAW FIRM PLLC	1,276.00
Open	NBAZ - Warrant Clearing Account	Check	1066579	07/03/2018	Accounts Payable	SANDOVAL, PATRICK J	18.47
Open	NBAZ - Warrant Clearing Account	Check	1066580	07/03/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	971.00
Open	NBAZ - Warrant Clearing Account	Check	1066581	07/03/2018	Accounts Payable	SHAMLEY, JOHN DOYEL	51.94
Open	NBAZ - Warrant Clearing Account	Check	1066582	07/03/2018	Accounts Payable	SINE-SHIELDS, KELI ANN	159.87
Open	NBAZ - Warrant Clearing Account	Check	1066583	07/03/2018	Accounts Payable	SPEEDY SALES AND SERVICE	749.00
Open	NBAZ - Warrant Clearing Account	Check	1066584	07/03/2018	Accounts Payable	THE POUR STATION	36.00
Open	NBAZ - Warrant Clearing Account	Check	1066585	07/03/2018	Accounts Payable	TRINITY SERVICES GROUP INC	14,462.30
Open	NBAZ - Warrant Clearing Account	Check	1066586	07/03/2018	Accounts Payable	UDALL, W JEFFORY	61.06
Open	NBAZ - Warrant Clearing Account	Check	1066587	07/03/2018	Accounts Payable	VALLEY AUTO PARTS	2,144.34
Open	NBAZ - Warrant Clearing Account	Check	1066588	07/03/2018	Accounts Payable	VERIZON WIRELESS	145.95
Open	NBAZ - Warrant Clearing Account	Check	1066589	07/03/2018	Accounts Payable	WAITE , DELANA	309.36
Open	NBAZ - Warrant Clearing Account	Check	1066590	07/03/2018	Accounts Payable	WALKER, VERLYN DEAN	52.00
Open	NBAZ - Warrant Clearing Account	Check	1066591	07/03/2018	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	16.98
Open	NBAZ - Warrant Clearing Account	Check	1066592	07/03/2018	Accounts Payable	WHITING, MANDY LYNN	34.88
Open	NBAZ - Warrant Clearing Account	Check	1066593	07/03/2018	Accounts Payable	WOOD, SAMUEL A	30.00
Open	NBAZ - Warrant Clearing Account	Check	1066594	07/03/2018	Accounts Payable	WOODLAND BUILDING CENTER	1,404.72
Open	NBAZ - Warrant Clearing Account	Check	1066595	07/03/2018	Accounts Payable	YOUNG, JOSEPH	1,748.62
Open	NBAZ - Warrant Clearing Account	Check	1066596	07/03/2018	Accounts Payable	ALSCO INC	109.10
Open	NBAZ - Warrant Clearing Account	Check	1066597	07/03/2018	Accounts Payable	APACHE COUNTY FAIR	25,000.00
Open	NBAZ - Warrant Clearing Account	Check	1066598	07/03/2018	Accounts Payable	ARANDA, OLIVIA C	140.87
Open	NBAZ - Warrant Clearing Account	Check	1066599	07/03/2018	Accounts Payable	ARIZONA ALLIANCE FOR COMMUNITY HEALTH CENTERS	160.00
Open	NBAZ - Warrant Clearing Account	Check	1066600	07/03/2018	Accounts Payable	ARVISO, GILBERT C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066601	07/03/2018	Accounts Payable	AZ CHIEF PROBATION OFFICERS ASSOCIATION	100.00
Open	NBAZ - Warrant Clearing Account	Check	1066602	07/03/2018	Accounts Payable	AZ EMERGENCY SERVICES ASSOCIATION	240.00
Open	NBAZ - Warrant Clearing Account	Check	1066603	07/03/2018	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	215.00
Open	NBAZ - Warrant Clearing Account	Check	1066604	07/03/2018	Accounts Payable	BAST, ELLEN RAE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066605	07/03/2018	Accounts Payable	BAZURTO, MALENA GENEVIEVE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066606	07/03/2018	Accounts Payable	BEGAY, BERNICE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066607	07/03/2018	Accounts Payable	BEGAY, MARLEITA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066608	07/03/2018	Accounts Payable	BLUEYES, KELLY RENE	472.62
Open	NBAZ - Warrant Clearing Account	Check	1066609	07/03/2018	Accounts Payable	BOND, BETH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066610	07/03/2018	Accounts Payable	CASTILLO, ANALESE	300.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066611	07/03/2018	Accounts Payable	COVEY, JOSHUA T	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066612	07/03/2018	Accounts Payable	CURTIS, ROGER STUART	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066613	07/03/2018	Accounts Payable	DIAZ, CECILIA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066614	07/03/2018	Accounts Payable	DUGDALE, BEN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066615	07/03/2018	Accounts Payable	ELWOOD, JULIUS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066616	07/03/2018	Accounts Payable	FREELAND, GABRIEL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066617	07/03/2018	Accounts Payable	GARDNER, SAMUEL TODD	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066618	07/03/2018	Accounts Payable	GORDON, STEVEN H	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066619	07/03/2018	Accounts Payable	GREER COMMUNITY FACILITIES	833.50
Open	NBAZ - Warrant Clearing Account	Check	1066620	07/03/2018	Accounts Payable	GRIEGO, SONIA A	157.20
Open	NBAZ - Warrant Clearing Account	Check	1066621	07/03/2018	Accounts Payable	GUINN, RICHARD C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066622	07/03/2018	Accounts Payable	HENSON, AMANDA	436.30
Open	NBAZ - Warrant Clearing Account	Check	1066623	07/03/2018	Accounts Payable	HERRERA, ROSCOE GEORGE	52.00
Open	NBAZ - Warrant Clearing Account	Check	1066624	07/03/2018	Accounts Payable	HILL AZ GROCERY STORE	31.80
Open	NBAZ - Warrant Clearing Account	Check	1066625	07/03/2018	Accounts Payable	HOUNSHELL, ANNELL R	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066626	07/03/2018	Accounts Payable	HOUNSHELL, BRIAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066627	07/03/2018	Accounts Payable	JAMESON, MICHELLE	480.20
Open	NBAZ - Warrant Clearing Account	Check	1066628	07/03/2018	Accounts Payable	LARRY TRAVIS HEAP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066629	07/03/2018	Accounts Payable	MACKENZIE, ROBERT ANDREW	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066630	07/03/2018	Accounts Payable	MARTINEZ, PATRICK J	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066631	07/03/2018	Accounts Payable	MCCARTHY, CHRIS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066632	07/03/2018	Accounts Payable	MONTIERTH, LEHI	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066633	07/03/2018	Accounts Payable	MOORE , ALANE M	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066634	07/03/2018	Accounts Payable	MORGAN, DIANA M	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066635	07/03/2018	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1066636	07/03/2018	Accounts Payable	NEWMAN, TEDDY MILES	150.00
Open	NBAZ - Warrant Clearing Account	Check	1066637	07/03/2018	Accounts Payable	NEZ, FLORA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066638	07/03/2018	Accounts Payable	NICHOLS, WYATT W	150.00
Open	NBAZ - Warrant Clearing Account	Check	1066639	07/03/2018	Accounts Payable	NICOLL, HALEY RHAE	221.00
Open	NBAZ - Warrant Clearing Account	Check	1066640	07/03/2018	Accounts Payable	NORTHWEST SHUTTLE CONFERENCE	250.00
Open	NBAZ - Warrant Clearing Account	Check	1066641	07/03/2018	Accounts Payable	ONEIL PRINTING INC	9,200.00
Open	NBAZ - Warrant Clearing Account	Check	1066642	07/03/2018	Accounts Payable	PATTERSON, DENNIELLE	150.00
Open	NBAZ - Warrant Clearing Account	Check	1066643	07/03/2018	Accounts Payable	PATTERSON, RYAN N	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066644	07/03/2018	Accounts Payable	ROMERO, DAVID JULIAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066645	07/03/2018	Accounts Payable	RUPP, ALEXANDRA NICOLA A	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066646	07/03/2018	Accounts Payable	SAINT JOHNS BOOSTER CLUB INC	900.00
Open	NBAZ - Warrant Clearing Account	Check	1066647	07/03/2018	Accounts Payable	SAUL'S CREEK ENGINEERING INC	7,920.00
Open	NBAZ - Warrant Clearing Account	Check	1066648	07/03/2018	Accounts Payable	SHEPHERD, ALTON JOE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066649	07/03/2018	Accounts Payable	SHIRLEY, JOE Junior	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066650	07/03/2018	Accounts Payable	SIMSHAUSER, TRAVIS K	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066651	07/03/2018	Accounts Payable	SLOAN, TERRIE J	182.60
Open	NBAZ - Warrant Clearing Account	Check	1066652	07/03/2018	Accounts Payable	STALLINGS, YVONNE (BONNIE) L	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066653	07/03/2018	Accounts Payable	STRADLING, CHERYL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066654	07/03/2018	Accounts Payable	STRADLING-COLLINS, SUEAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1066655	07/03/2018	Accounts Payable	SYSTEM EXCHANGE CORPORATION	5,800.00
Open	NBAZ - Warrant Clearing Account	Check	1066656	07/03/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	231.50

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066657	07/03/2018	Accounts Payable	THE AARONS COMPANY LLC	3,000.0
Open	NBAZ - Warrant Clearing Account	Check	1066658	07/03/2018	Accounts Payable	THOMAS, JEREL	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066659	07/03/2018	Accounts Payable	TJP COMMUNICATIONS	3,671.3
Open	NBAZ - Warrant Clearing Account	Check	1066660	07/03/2018	Accounts Payable	US POSTMASTER	100.0
Open	NBAZ - Warrant Clearing Account	Check	1066661	07/03/2018	Accounts Payable	WAITE , DELANA	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066662	07/03/2018	Accounts Payable	WASTE MANAGEMENT OF AZ	39.8
Open	NBAZ - Warrant Clearing Account	Check	1066663	07/03/2018	Accounts Payable	WHITING, GARRET LEE	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066664	07/03/2018	Accounts Payable	WHITING, MICHAEL B	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066665	07/03/2018	Accounts Payable	YAROSH, DAWN	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066666	07/03/2018	Accounts Payable	YOUNG, JOSEPH	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066667	07/03/2018	Accounts Payable	ZHELEV, IVAN D	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066668	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	1,142.9
Open	NBAZ - Warrant Clearing Account	Check	1066669	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	54.4
Open	NBAZ - Warrant Clearing Account	Check	1066670	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	552.8
Open	NBAZ - Warrant Clearing Account	Check	1066671	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	4,927.7
Open	NBAZ - Warrant Clearing Account	Check	1066672	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0202	1,485.5
Open	NBAZ - Warrant Clearing Account	Check	1066673	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	621.1
Open	NBAZ - Warrant Clearing Account	Check	1066674	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0301	742.1
Open	NBAZ - Warrant Clearing Account	Check	1066675	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0822	500.3
Open	NBAZ - Warrant Clearing Account	Check	1066676	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0830	296.1
Open	NBAZ - Warrant Clearing Account	Check	1066677	07/03/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	168.4
Open	NBAZ - Warrant Clearing Account	Check	1066678	07/03/2018	Accounts Payable	DIRECTV LLC	1,859.8
Voided	NBAZ - Warrant Clearing Account	Check	1066679	07/03/2018	Accounts Payable	HD SUPPLY CONTRUCTION AND INDUSTRIAL WHITE CAP	3,648.9
Open	NBAZ - Warrant Clearing Account	Check	1066680	07/03/2018	Accounts Payable	MERRILL, DAYSON	271.0
Open	NBAZ - Warrant Clearing Account	Check	1066681	07/03/2018	Accounts Payable	STALLINGS, YVONNE (BONNIE) L	301.4
Open	NBAZ - Warrant Clearing Account	Check	1066682	07/05/2018	Accounts Payable	REED'S LEGACY	400.0
Open	NBAZ - Warrant Clearing Account	Check	1066683	07/05/2018	Accounts Payable	TOWN OF EAGAR	2,000.0
Open	NBAZ - Warrant Clearing Account	Check	1066720	07/10/2018	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	959.1
Open	NBAZ - Warrant Clearing Account	Check	1066721	07/10/2018	Accounts Payable	APACHE COUNTY FSA	644.6
Open	NBAZ - Warrant Clearing Account	Check	1066722	07/10/2018	Accounts Payable	APACHE COUNTY HSA	3,408.3
Open	NBAZ - Warrant Clearing Account	Check	1066723	07/10/2018	Accounts Payable	APACHE COUNTY MEDICAL	169,124.2
Open	NBAZ - Warrant Clearing Account	Check	1066724	07/10/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	154,214.1
Open	NBAZ - Warrant Clearing Account	Check	1066725	07/10/2018	Accounts Payable	ASRS LEGACY EORP	1,365.6
Open	NBAZ - Warrant Clearing Account	Check	1066726	07/10/2018	Accounts Payable	AZ DEPT OF REVENUE	58.0
Open	NBAZ - Warrant Clearing Account	Check	1066727	07/10/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	103,924.6
Open	NBAZ - Warrant Clearing Account	Check	1066728	07/10/2018	Accounts Payable	CINCINNATI LIFE INS CO	28.0
Open	NBAZ - Warrant Clearing Account	Check	1066729	07/10/2018	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,230.5
Open	NBAZ - Warrant Clearing Account	Check	1066730	07/10/2018	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,164.2
Open	NBAZ - Warrant Clearing Account	Check	1066731	07/10/2018	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	6,008.6
Open	NBAZ - Warrant Clearing Account	Check	1066732	07/10/2018	Accounts Payable	EODCRS DISABILITY	12.2
Open	NBAZ - Warrant Clearing Account	Check	1066733	07/10/2018	Accounts Payable	EORP LEGACY	858.8
Open	NBAZ - Warrant Clearing Account	Check	1066734	07/10/2018	Accounts Payable	FAMILY SUPPORT REGISTRY	129.0
Open	NBAZ - Warrant Clearing Account	Check	1066735	07/10/2018	Accounts Payable	HJ VENTURES LLC	203.8
Open	NBAZ - Warrant Clearing Account	Check	1066736	07/10/2018	Accounts Payable	NATIONWIDE	1,130.0
Open	NBAZ - Warrant Clearing Account	Check	1066737	07/10/2018	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.0
Open	NBAZ - Warrant Clearing Account	Check	1066738	07/10/2018	Accounts Payable	NATIONWIDE TRUST FSB	786.5

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066739	07/10/2018	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1066740	07/10/2018	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,021.10
Open	NBAZ - Warrant Clearing Account	Check	1066741	07/10/2018	Accounts Payable	PUBLIC SAFETY SHERIFF RET	47,638.00
Open	NBAZ - Warrant Clearing Account	Check	1066742	07/10/2018	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1066743	07/10/2018	Accounts Payable	SECURITY BENEFIT GROUP	1,485.00
Open	NBAZ - Warrant Clearing Account	Check	1066744	07/10/2018	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,606.30
Open	NBAZ - Warrant Clearing Account	Check	1066745	07/11/2018	Accounts Payable	AGUERO, ROBIN R	19.30
Open	NBAZ - Warrant Clearing Account	Check	1066746	07/11/2018	Accounts Payable	AIR-A-ZONA FLAG CO INC	310.20
Open	NBAZ - Warrant Clearing Account	Check	1066747	07/11/2018	Accounts Payable	ALPINE WATER AND SANITARY	168.30
Open	NBAZ - Warrant Clearing Account	Check	1066748	07/11/2018	Accounts Payable	ALSCO INC	181.50
Open	NBAZ - Warrant Clearing Account	Check	1066749	07/11/2018	Accounts Payable	APACHE COUNTY	184.10
Open	NBAZ - Warrant Clearing Account	Check	1066750	07/11/2018	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1066751	07/11/2018	Accounts Payable	ASHTONS REPAIR INC	728.70
Open	NBAZ - Warrant Clearing Account	Check	1066752	07/11/2018	Accounts Payable	AT&T MOBILITY	116.90
Open	NBAZ - Warrant Clearing Account	Check	1066753	07/11/2018	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	567.90
Open	NBAZ - Warrant Clearing Account	Check	1066754	07/11/2018	Accounts Payable	AZ SUPREME COURT	27.00
Open	NBAZ - Warrant Clearing Account	Check	1066755	07/11/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	351.10
Open	NBAZ - Warrant Clearing Account	Check	1066756	07/11/2018	Accounts Payable	BEGAY, SARAH MAE	55.00
Open	NBAZ - Warrant Clearing Account	Check	1066757	07/11/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	23.00
Open	NBAZ - Warrant Clearing Account	Check	1066758	07/11/2018	Accounts Payable	BROADBENT INSURANCE	200.00
Open	NBAZ - Warrant Clearing Account	Check	1066759	07/11/2018	Accounts Payable	BULWARK EXTERMINATING LLC	150.00
Open	NBAZ - Warrant Clearing Account	Check	1066760	07/11/2018	Accounts Payable	BURNHAM MORTUARY	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1066761	07/11/2018	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1066762	07/11/2018	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	92.50
Open	NBAZ - Warrant Clearing Account	Check	1066763	07/11/2018	Accounts Payable	COCONINO COUNTY	3,720.00
Open	NBAZ - Warrant Clearing Account	Check	1066764	07/11/2018	Accounts Payable	COURTESY CHEVROLET	36,834.20
Open	NBAZ - Warrant Clearing Account	Check	1066765	07/11/2018	Accounts Payable	CYTOCHECK LABORATORY LLC	81.10
Open	NBAZ - Warrant Clearing Account	Check	1066766	07/11/2018	Accounts Payable	DISH NETWORK	111.10
Open	NBAZ - Warrant Clearing Account	Check	1066767	07/11/2018	Accounts Payable	FRONTIER	1,923.80
Open	NBAZ - Warrant Clearing Account	Check	1066768	07/11/2018	Accounts Payable	GALL'S INC	44.30
Open	NBAZ - Warrant Clearing Account	Check	1066769	07/11/2018	Accounts Payable	GMCO CORPORATION	8,403.10
Open	NBAZ - Warrant Clearing Account	Check	1066770	07/11/2018	Accounts Payable	GRAINGER	546.10
Open	NBAZ - Warrant Clearing Account	Check	1066771	07/11/2018	Accounts Payable	GREGORY, MARSHA ANN	68.50
Open	NBAZ - Warrant Clearing Account	Check	1066772	07/11/2018	Accounts Payable	HILL AZ GROCERY STORE	507.20
Open	NBAZ - Warrant Clearing Account	Check	1066773	07/11/2018	Accounts Payable	HILLYARD/FLAGSTAFF	1,369.10
Open	NBAZ - Warrant Clearing Account	Check	1066774	07/11/2018	Accounts Payable	HINKSON MEMORIAL THEATRE	35.00
Open	NBAZ - Warrant Clearing Account	Check	1066775	07/11/2018	Accounts Payable	HOME DEPOT	269.60
Open	NBAZ - Warrant Clearing Account	Check	1066776	07/11/2018	Accounts Payable	HOUNSHELL, BRIAN	48.80
Open	NBAZ - Warrant Clearing Account	Check	1066777	07/11/2018	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	1,113.40
Open	NBAZ - Warrant Clearing Account	Check	1066778	07/11/2018	Accounts Payable	INGRAM LIBRARY SERVICES	59.10
Open	NBAZ - Warrant Clearing Account	Check	1066779	07/11/2018	Accounts Payable	JOHN A BANKER ATTORNEY	49.50
Open	NBAZ - Warrant Clearing Account	Check	1066780	07/11/2018	Accounts Payable	KELLER, CLETA	279.00
Open	NBAZ - Warrant Clearing Account	Check	1066781	07/11/2018	Accounts Payable	KONICA MINOLTA	84.80
Open	NBAZ - Warrant Clearing Account	Check	1066782	07/11/2018	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	345.90
Open	NBAZ - Warrant Clearing Account	Check	1066783	07/11/2018	Accounts Payable	L R INVESTIGATIONS LLC	210.00
Open	NBAZ - Warrant Clearing Account	Check	1066784	07/11/2018	Accounts Payable	LANGUAGE LINE SERVICES INC	80.50

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066785	07/11/2018	Accounts Payable	LARSON WASTE INC	125.00
Open	NBAZ - Warrant Clearing Account	Check	1066786	07/11/2018	Accounts Payable	LIVCO WATER & SEWER COMPANY	191.00
Open	NBAZ - Warrant Clearing Account	Check	1066787	07/11/2018	Accounts Payable	NATIONAL BUSINESS FURNITURE	1,866.10
Open	NBAZ - Warrant Clearing Account	Check	1066788	07/11/2018	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	2,250.00
Open	NBAZ - Warrant Clearing Account	Check	1066789	07/11/2018	Accounts Payable	NAVAJO SANITATION INC	288.70
Open	NBAZ - Warrant Clearing Account	Check	1066790	07/11/2018	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	140.70
Open	NBAZ - Warrant Clearing Account	Check	1066791	07/11/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	523.70
Open	NBAZ - Warrant Clearing Account	Check	1066792	07/11/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	106.10
Open	NBAZ - Warrant Clearing Account	Check	1066793	07/11/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,813.40
Open	NBAZ - Warrant Clearing Account	Check	1066794	07/11/2018	Accounts Payable	NEWMAN SIGNS INC	473.50
Open	NBAZ - Warrant Clearing Account	Check	1066795	07/11/2018	Accounts Payable	NICHOLS, WYATT W	50.00
Open	NBAZ - Warrant Clearing Account	Check	1066796	07/11/2018	Accounts Payable	OFFICE DEPOT	370.50
Open	NBAZ - Warrant Clearing Account	Check	1066797	07/11/2018	Accounts Payable	ORKIN PEST CONTROL	555.40
Open	NBAZ - Warrant Clearing Account	Check	1066798	07/11/2018	Accounts Payable	OVERDRIVE INC	806.20
Open	NBAZ - Warrant Clearing Account	Check	1066799	07/11/2018	Accounts Payable	PERFECT PRINTZ LLC	415.00
Open	NBAZ - Warrant Clearing Account	Check	1066800	07/11/2018	Accounts Payable	PITNEY BOWES	283.10
Open	NBAZ - Warrant Clearing Account	Check	1066801	07/11/2018	Accounts Payable	QUALITY READY MIX INC	455.30
Open	NBAZ - Warrant Clearing Account	Check	1066802	07/11/2018	Accounts Payable	QUILL CORP	8,433.90
Open	NBAZ - Warrant Clearing Account	Check	1066803	07/11/2018	Accounts Payable	RICOH USA INC	132.50
Open	NBAZ - Warrant Clearing Account	Check	1066804	07/11/2018	Accounts Payable	RIGGS ELLSWORTH & PORTER PLC	27.50
Open	NBAZ - Warrant Clearing Account	Check	1066805	07/11/2018	Accounts Payable	SAFEWAY INC	133.60
Open	NBAZ - Warrant Clearing Account	Check	1066806	07/11/2018	Accounts Payable	SANDSTONE PUBLIC RELATIONS	192.90
Open	NBAZ - Warrant Clearing Account	Check	1066807	07/11/2018	Accounts Payable	SANOFI PASTEUR INC	978.30
Open	NBAZ - Warrant Clearing Account	Check	1066808	07/11/2018	Accounts Payable	SCHIFF, LAURENCE	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1066809	07/11/2018	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	4,266.20
Open	NBAZ - Warrant Clearing Account	Check	1066810	07/11/2018	Accounts Payable	SHOW LOW FORD INC	278.50
Open	NBAZ - Warrant Clearing Account	Check	1066811	07/11/2018	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	1,011.10
Open	NBAZ - Warrant Clearing Account	Check	1066812	07/11/2018	Accounts Payable	ST JOHNS CITY	49.80
Open	NBAZ - Warrant Clearing Account	Check	1066813	07/11/2018	Accounts Payable	ST JOHNS CITY	77.70
Open	NBAZ - Warrant Clearing Account	Check	1066814	07/11/2018	Accounts Payable	ST JOHNS CITY	327.40
Open	NBAZ - Warrant Clearing Account	Check	1066815	07/11/2018	Accounts Payable	ST JOHNS CITY	258.50
Open	NBAZ - Warrant Clearing Account	Check	1066816	07/11/2018	Accounts Payable	ST JOHNS CITY	36.90
Open	NBAZ - Warrant Clearing Account	Check	1066817	07/11/2018	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,674.30
Open	NBAZ - Warrant Clearing Account	Check	1066818	07/11/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	405.30
Open	NBAZ - Warrant Clearing Account	Check	1066819	07/11/2018	Accounts Payable	TAYLOR LAW OFFICE PC	270.00
Open	NBAZ - Warrant Clearing Account	Check	1066820	07/11/2018	Accounts Payable	THE POUR STATION	67.50
Open	NBAZ - Warrant Clearing Account	Check	1066821	07/11/2018	Accounts Payable	THOMAS, JEREL	31.00
Open	NBAZ - Warrant Clearing Account	Check	1066822	07/11/2018	Accounts Payable	TOWN OF EAGAR	299.80
Open	NBAZ - Warrant Clearing Account	Check	1066823	07/11/2018	Accounts Payable	UNITED RENTALS	106.30
Open	NBAZ - Warrant Clearing Account	Check	1066824	07/11/2018	Accounts Payable	VALLEY AUTO PARTS	19.40
Open	NBAZ - Warrant Clearing Account	Check	1066825	07/11/2018	Accounts Payable	VAN DEMAN, CARLETON W	585.00
Open	NBAZ - Warrant Clearing Account	Check	1066826	07/11/2018	Accounts Payable	VERIZON WIRELESS	818.10
Open	NBAZ - Warrant Clearing Account	Check	1066827	07/11/2018	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	64.40
Open	NBAZ - Warrant Clearing Account	Check	1066828	07/11/2018	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,148.70
Open	NBAZ - Warrant Clearing Account	Check	1066829	07/11/2018	Accounts Payable	WHITING, GARRET LEE	555.90
Open	NBAZ - Warrant Clearing Account	Check	1066830	07/11/2018	Accounts Payable	WOODLAND BUILDING CENTER	604.10

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066831	07/11/2018	Accounts Payable	WRIGHT EXPRESS FSC	4,088.9
Open	NBAZ - Warrant Clearing Account	Check	1066832	07/11/2018	Accounts Payable	XEROX CORP	367.8
Open	NBAZ - Warrant Clearing Account	Check	1066833	07/11/2018	Accounts Payable	AGUERO, ROBIN R	529.8
Open	NBAZ - Warrant Clearing Account	Check	1066834	07/11/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	44.5
Open	NBAZ - Warrant Clearing Account	Check	1066835	07/11/2018	Accounts Payable	ANDERSON, CHARLI A	328.6
Open	NBAZ - Warrant Clearing Account	Check	1066836	07/11/2018	Accounts Payable	ANDERSON, STEVEN C	64.6
Open	NBAZ - Warrant Clearing Account	Check	1066837	07/11/2018	Accounts Payable	ARANDA, OLIVIA C	852.2
Open	NBAZ - Warrant Clearing Account	Check	1066838	07/11/2018	Accounts Payable	ARCHER MANUFACTURING	2,280.0
Open	NBAZ - Warrant Clearing Account	Check	1066839	07/11/2018	Accounts Payable	AT&T	40.7
Open	NBAZ - Warrant Clearing Account	Check	1066840	07/11/2018	Accounts Payable	AZ ASSN OF COUNTIES	2,500.0
Open	NBAZ - Warrant Clearing Account	Check	1066841	07/11/2018	Accounts Payable	AZ COUNTIES INSURANCE POOL	495,805.8
Open	NBAZ - Warrant Clearing Account	Check	1066842	07/11/2018	Accounts Payable	AZ FIDUCIARY ASSN	85.0
Open	NBAZ - Warrant Clearing Account	Check	1066843	07/11/2018	Accounts Payable	AZ SUPREME COURT	534.9
Open	NBAZ - Warrant Clearing Account	Check	1066844	07/11/2018	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	62.3
Open	NBAZ - Warrant Clearing Account	Check	1066845	07/11/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	26.1
Open	NBAZ - Warrant Clearing Account	Check	1066846	07/11/2018	Accounts Payable	BEGAY, SARAH MAE	560.0
Open	NBAZ - Warrant Clearing Account	Check	1066847	07/11/2018	Accounts Payable	BENDER, JUDITH A	316.3
Open	NBAZ - Warrant Clearing Account	Check	1066848	07/11/2018	Accounts Payable	BEVINGTON, SHANE E	605.7
Open	NBAZ - Warrant Clearing Account	Check	1066849	07/11/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	216.4
Open	NBAZ - Warrant Clearing Account	Check	1066850	07/11/2018	Accounts Payable	BLUEYES, KELLY RENE	636.3
Open	NBAZ - Warrant Clearing Account	Check	1066851	07/11/2018	Accounts Payable	BOTTOM LINE PUBLICATIONS	89.8
Open	NBAZ - Warrant Clearing Account	Check	1066852	07/11/2018	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.0
Open	NBAZ - Warrant Clearing Account	Check	1066853	07/11/2018	Accounts Payable	BROWN, BAUER K	579.7
Open	NBAZ - Warrant Clearing Account	Check	1066854	07/11/2018	Accounts Payable	BROWN, BRAXTON L	91.0
Open	NBAZ - Warrant Clearing Account	Check	1066855	07/11/2018	Accounts Payable	CELLULAR ONE NE AZ	93.6
Open	NBAZ - Warrant Clearing Account	Check	1066856	07/11/2018	Accounts Payable	CENGAGE LEARNING INC	2,765.4
Open	NBAZ - Warrant Clearing Account	Check	1066857	07/11/2018	Accounts Payable	CLARK, ALBERT N	605.7
Open	NBAZ - Warrant Clearing Account	Check	1066858	07/11/2018	Accounts Payable	COLEMAN, DANIELLE	40.0
Open	NBAZ - Warrant Clearing Account	Check	1066859	07/11/2018	Accounts Payable	CONDITIONED RESPONSE TRAINING	710.0
Open	NBAZ - Warrant Clearing Account	Check	1066860	07/11/2018	Accounts Payable	COREMR LC	370.0
Open	NBAZ - Warrant Clearing Account	Check	1066861	07/11/2018	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	65,123.0
Open	NBAZ - Warrant Clearing Account	Check	1066862	07/11/2018	Accounts Payable	CROSBY, FERRIN	120.3
Open	NBAZ - Warrant Clearing Account	Check	1066863	07/11/2018	Accounts Payable	DEDMAN, JOSEPH Junior	269.0
Open	NBAZ - Warrant Clearing Account	Check	1066864	07/11/2018	Accounts Payable	DH PACE COMPANY INC	1,885.1
Open	NBAZ - Warrant Clearing Account	Check	1066865	07/11/2018	Accounts Payable	DISH NETWORK	68.4
Open	NBAZ - Warrant Clearing Account	Check	1066866	07/11/2018	Accounts Payable	EAGAR, BRANNON	333.0
Open	NBAZ - Warrant Clearing Account	Check	1066867	07/11/2018	Accounts Payable	EBSCO SUBSCRIPTION SERVICES	2,558.4
Open	NBAZ - Warrant Clearing Account	Check	1066868	07/11/2018	Accounts Payable	FRONTIER	158.2
Open	NBAZ - Warrant Clearing Account	Check	1066869	07/11/2018	Accounts Payable	GREER, YVETTE L	328.8
Open	NBAZ - Warrant Clearing Account	Check	1066870	07/11/2018	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.0
Open	NBAZ - Warrant Clearing Account	Check	1066871	07/11/2018	Accounts Payable	HANCOCK, PAUL	114.3
Open	NBAZ - Warrant Clearing Account	Check	1066872	07/11/2018	Accounts Payable	HEAP, KLINT	225.0
Open	NBAZ - Warrant Clearing Account	Check	1066873	07/11/2018	Accounts Payable	HILL AZ GROCERY STORE	47.7
Open	NBAZ - Warrant Clearing Account	Check	1066874	07/11/2018	Accounts Payable	HILL AZ GROCERY STORE	49.3
Open	NBAZ - Warrant Clearing Account	Check	1066875	07/11/2018	Accounts Payable	HILLYARD/FLAGSTAFF	1,740.1
Open	NBAZ - Warrant Clearing Account	Check	1066876	07/11/2018	Accounts Payable	HOME DEPOT	281.1

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066877	07/11/2018	Accounts Payable	HOUNSHELL, BO	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066878	07/11/2018	Accounts Payable	HOUNSHELL, BRIAN	64.0
Open	NBAZ - Warrant Clearing Account	Check	1066879	07/11/2018	Accounts Payable	HYATT REGENCY SAVANNAH	2,211.3
Open	NBAZ - Warrant Clearing Account	Check	1066880	07/11/2018	Accounts Payable	JONES, DENNISE L	72.0
Open	NBAZ - Warrant Clearing Account	Check	1066881	07/11/2018	Accounts Payable	KREBS, JESSICA W	587.7
Open	NBAZ - Warrant Clearing Account	Check	1066882	07/11/2018	Accounts Payable	LAW OFFICE OF DIRK LEGATE PLLC	8,500.0
Open	NBAZ - Warrant Clearing Account	Check	1066883	07/11/2018	Accounts Payable	LEE, NAM HO	330.3
Open	NBAZ - Warrant Clearing Account	Check	1066884	07/11/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	73.6
Open	NBAZ - Warrant Clearing Account	Check	1066885	07/11/2018	Accounts Payable	MANOLESCU, KATHLEEN	46.0
Open	NBAZ - Warrant Clearing Account	Check	1066886	07/11/2018	Accounts Payable	MASS TRANSCRIPTIONS	99.9
Open	NBAZ - Warrant Clearing Account	Check	1066887	07/11/2018	Accounts Payable	MCCARTHY, STEPHANIE	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066888	07/11/2018	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	230.0
Open	NBAZ - Warrant Clearing Account	Check	1066889	07/11/2018	Accounts Payable	NAVAJO SANITATION INC	297.3
Open	NBAZ - Warrant Clearing Account	Check	1066890	07/11/2018	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	174.9
Open	NBAZ - Warrant Clearing Account	Check	1066891	07/11/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,759.3
Open	NBAZ - Warrant Clearing Account	Check	1066892	07/11/2018	Accounts Payable	OCLC INC	2,549.3
Open	NBAZ - Warrant Clearing Account	Check	1066893	07/11/2018	Accounts Payable	OVERDRIVE INC	506.4
Open	NBAZ - Warrant Clearing Account	Check	1066894	07/11/2018	Accounts Payable	PAGE STEEL	161.9
Open	NBAZ - Warrant Clearing Account	Check	1066895	07/11/2018	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.0
Open	NBAZ - Warrant Clearing Account	Check	1066896	07/11/2018	Accounts Payable	POLICEONE	325.0
Open	NBAZ - Warrant Clearing Account	Check	1066897	07/11/2018	Accounts Payable	PUZZI, STEPHENIE MICHAEL	196.0
Open	NBAZ - Warrant Clearing Account	Check	1066898	07/11/2018	Accounts Payable	ROMERO, ANGELA C	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066899	07/11/2018	Accounts Payable	S & S SELF STORAGE	94.0
Open	NBAZ - Warrant Clearing Account	Check	1066900	07/11/2018	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.0
Open	NBAZ - Warrant Clearing Account	Check	1066901	07/11/2018	Accounts Payable	SANDSTONE PUBLIC RELATIONS	1,050.0
Open	NBAZ - Warrant Clearing Account	Check	1066902	07/11/2018	Accounts Payable	SANOI PASTEUR INC	269.7
Open	NBAZ - Warrant Clearing Account	Check	1066903	07/11/2018	Accounts Payable	SATCOM GLOBAL INC	175.7
Open	NBAZ - Warrant Clearing Account	Check	1066904	07/11/2018	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	920.9
Open	NBAZ - Warrant Clearing Account	Check	1066905	07/11/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	1,192.0
Open	NBAZ - Warrant Clearing Account	Check	1066906	07/11/2018	Accounts Payable	SHERILL, LANNY B	225.0
Open	NBAZ - Warrant Clearing Account	Check	1066907	07/11/2018	Accounts Payable	SLOAN, DALE	91.0
Open	NBAZ - Warrant Clearing Account	Check	1066908	07/11/2018	Accounts Payable	SPRINGHILL SUITES	104.6
Open	NBAZ - Warrant Clearing Account	Check	1066909	07/11/2018	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.0
Open	NBAZ - Warrant Clearing Account	Check	1066910	07/11/2018	Accounts Payable	STAUFFER, MONICA	200.6
Open	NBAZ - Warrant Clearing Account	Check	1066911	07/11/2018	Accounts Payable	STRADLING, REED D	300.0
Open	NBAZ - Warrant Clearing Account	Check	1066912	07/11/2018	Accounts Payable	SW ECOLOGY LLC	780.0
Open	NBAZ - Warrant Clearing Account	Check	1066913	07/11/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	569.5
Open	NBAZ - Warrant Clearing Account	Check	1066914	07/11/2018	Accounts Payable	TRICKEY, TRAVIS M	605.7
Open	NBAZ - Warrant Clearing Account	Check	1066915	07/11/2018	Accounts Payable	UDALL, FRANCELLE M	65.0
Open	NBAZ - Warrant Clearing Account	Check	1066916	07/11/2018	Accounts Payable	UDALL, W JEFFORY	63.2
Open	NBAZ - Warrant Clearing Account	Check	1066917	07/11/2018	Accounts Payable	UNIFIRST CORPORATION	67.1
Open	NBAZ - Warrant Clearing Account	Check	1066918	07/11/2018	Accounts Payable	VERITAS POLYGRAPH & INVESTIGATIONS	800.0
Open	NBAZ - Warrant Clearing Account	Check	1066919	07/11/2018	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	67.3
Open	NBAZ - Warrant Clearing Account	Check	1066920	07/11/2018	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	99.0
Open	NBAZ - Warrant Clearing Account	Check	1066921	07/11/2018	Accounts Payable	WHITING, MANDY LYNN	34.8
Open	NBAZ - Warrant Clearing Account	Check	1066922	07/11/2018	Accounts Payable	WHITING, MICHAEL B	39.7

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066923	07/11/2018	Accounts Payable	YAZZIE, LEILANI MICHELLE	660.0
Open	NBAZ - Warrant Clearing Account	Check	1066924	07/12/2018	Accounts Payable	AZ STATE UNIVERSITY	1,950.0
Open	NBAZ - Warrant Clearing Account	Check	1066925	07/12/2018	Accounts Payable	HUBBELL, ROCHELLE	20.0
Open	NBAZ - Warrant Clearing Account	Check	1066926	07/12/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	76.5
Open	NBAZ - Warrant Clearing Account	Check	1066927	07/12/2018	Accounts Payable	MCBRIDE, WESLEY EBEN	230.0
Open	NBAZ - Warrant Clearing Account	Check	1066929	07/16/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	514.9
Open	NBAZ - Warrant Clearing Account	Check	1066930	07/17/2018	Accounts Payable	24 HOUR GAS-N-GO	92.2
Open	NBAZ - Warrant Clearing Account	Check	1066931	07/17/2018	Accounts Payable	ALPINE WATER AND SANITARY	74.1
Open	NBAZ - Warrant Clearing Account	Check	1066932	07/17/2018	Accounts Payable	ASHLEY, EILEEN T	6.5
Open	NBAZ - Warrant Clearing Account	Check	1066933	07/17/2018	Accounts Payable	ASPEN TIRE & OIL	31.6
Open	NBAZ - Warrant Clearing Account	Check	1066934	07/17/2018	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	76,023.8
Open	NBAZ - Warrant Clearing Account	Check	1066935	07/17/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	150.0
Open	NBAZ - Warrant Clearing Account	Check	1066936	07/17/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	201.5
Open	NBAZ - Warrant Clearing Account	Check	1066937	07/17/2018	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	2,571.1
Open	NBAZ - Warrant Clearing Account	Check	1066938	07/17/2018	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,185.0
Open	NBAZ - Warrant Clearing Account	Check	1066939	07/17/2018	Accounts Payable	AZ DEPT OF REVENUE	4,543.6
Open	NBAZ - Warrant Clearing Account	Check	1066940	07/17/2018	Accounts Payable	AZ SUPREME COURT	45.0
Open	NBAZ - Warrant Clearing Account	Check	1066941	07/17/2018	Accounts Payable	AZ SUPREME COURT	9.0
Open	NBAZ - Warrant Clearing Account	Check	1066942	07/17/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	276.4
Open	NBAZ - Warrant Clearing Account	Check	1066943	07/17/2018	Accounts Payable	BAUDVILLE INC	154.2
Open	NBAZ - Warrant Clearing Account	Check	1066944	07/17/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	58.1
Open	NBAZ - Warrant Clearing Account	Check	1066945	07/17/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	1,670.5
Open	NBAZ - Warrant Clearing Account	Check	1066946	07/17/2018	Accounts Payable	BOOT BARN	156.7
Open	NBAZ - Warrant Clearing Account	Check	1066947	07/17/2018	Accounts Payable	BRADCO	38,735.5
Open	NBAZ - Warrant Clearing Account	Check	1066948	07/17/2018	Accounts Payable	BURNHAM MORTUARY	448.7
Open	NBAZ - Warrant Clearing Account	Check	1066949	07/17/2018	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	119.0
Open	NBAZ - Warrant Clearing Account	Check	1066950	07/17/2018	Accounts Payable	CARTER SERVICES INC	115.0
Open	NBAZ - Warrant Clearing Account	Check	1066951	07/17/2018	Accounts Payable	CASTILLO, TAMARA S	98.3
Open	NBAZ - Warrant Clearing Account	Check	1066952	07/17/2018	Accounts Payable	CELLEBRITE USA INC	3,907.2
Open	NBAZ - Warrant Clearing Account	Check	1066953	07/17/2018	Accounts Payable	CORONADO LAW FIRM PLLC	5,566.0
Open	NBAZ - Warrant Clearing Account	Check	1066954	07/17/2018	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	120.0
Open	NBAZ - Warrant Clearing Account	Check	1066955	07/17/2018	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	641.8
Open	NBAZ - Warrant Clearing Account	Check	1066956	07/17/2018	Accounts Payable	CRISS CANDELARIA LAW OFFICE	181.5
Open	NBAZ - Warrant Clearing Account	Check	1066957	07/17/2018	Accounts Payable	DESERT MOUNTAIN CORPORATION	776.1
Open	NBAZ - Warrant Clearing Account	Check	1066958	07/17/2018	Accounts Payable	DIAMOND C FEEDS	450.0
Open	NBAZ - Warrant Clearing Account	Check	1066959	07/17/2018	Accounts Payable	DIAMOND MEDICAL SUPPLY	52.5
Open	NBAZ - Warrant Clearing Account	Check	1066960	07/17/2018	Accounts Payable	DISH NETWORK	135.4
Open	NBAZ - Warrant Clearing Account	Check	1066961	07/17/2018	Accounts Payable	EMERY K LA BARGE ATTORNEY AT LAW	253.0
Open	NBAZ - Warrant Clearing Account	Check	1066962	07/17/2018	Accounts Payable	EMPIRE MACHINERY	5,454.7
Open	NBAZ - Warrant Clearing Account	Check	1066963	07/17/2018	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	24.2
Open	NBAZ - Warrant Clearing Account	Check	1066964	07/17/2018	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	66.0
Open	NBAZ - Warrant Clearing Account	Check	1066965	07/17/2018	Accounts Payable	FRONTIER	164.0
Open	NBAZ - Warrant Clearing Account	Check	1066966	07/17/2018	Accounts Payable	GALLUP INDEPENDENT	380.2
Open	NBAZ - Warrant Clearing Account	Check	1066967	07/17/2018	Accounts Payable	GALLUP LUMBER & SUPPLY	103.9
Open	NBAZ - Warrant Clearing Account	Check	1066968	07/17/2018	Accounts Payable	GALLUP WATER WORKS	43.0
Open	NBAZ - Warrant Clearing Account	Check	1066969	07/17/2018	Accounts Payable	GOLIGHTLY TIRE	1,626.1

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1066970	07/17/2018	Accounts Payable	GURLEY MOTOR CO	158.1
Open	NBAZ - Warrant Clearing Account	Check	1066971	07/17/2018	Accounts Payable	HAUSER, JIM	810.1
Open	NBAZ - Warrant Clearing Account	Check	1066972	07/17/2018	Accounts Payable	HILL AZ GROCERY STORE	234.2
Open	NBAZ - Warrant Clearing Account	Check	1066973	07/17/2018	Accounts Payable	HILL AZ GROCERY STORE	123.4
Open	NBAZ - Warrant Clearing Account	Check	1066974	07/17/2018	Accounts Payable	HOME DEPOT	666.8
Open	NBAZ - Warrant Clearing Account	Check	1066975	07/17/2018	Accounts Payable	HORNE AUTO CENTER INC	32.4
Open	NBAZ - Warrant Clearing Account	Check	1066976	07/17/2018	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	3,365.8
Open	NBAZ - Warrant Clearing Account	Check	1066977	07/17/2018	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	250.0
Open	NBAZ - Warrant Clearing Account	Check	1066978	07/17/2018	Accounts Payable	KONICA MINOLTA	250.1
Open	NBAZ - Warrant Clearing Account	Check	1066979	07/17/2018	Accounts Payable	LEE, CHYRELLE F	22.6
Open	NBAZ - Warrant Clearing Account	Check	1066980	07/17/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	1,186.3
Open	NBAZ - Warrant Clearing Account	Check	1066981	07/17/2018	Accounts Payable	LYNCH, WAYNE	183.6
Open	NBAZ - Warrant Clearing Account	Check	1066982	07/17/2018	Accounts Payable	MISSION UNIFORM & LINEN	145.1
Open	NBAZ - Warrant Clearing Account	Check	1066983	07/17/2018	Accounts Payable	MOORE LAW FIRM PLLC	1,432.5
Open	NBAZ - Warrant Clearing Account	Check	1066984	07/17/2018	Accounts Payable	NAVAJO SANITATION INC	39.3
Open	NBAZ - Warrant Clearing Account	Check	1066985	07/17/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	245.0
Open	NBAZ - Warrant Clearing Account	Check	1066986	07/17/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,454.6
Open	NBAZ - Warrant Clearing Account	Check	1066987	07/17/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	969.6
Open	NBAZ - Warrant Clearing Account	Check	1066988	07/17/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	12,347.4
Open	NBAZ - Warrant Clearing Account	Check	1066989	07/17/2018	Accounts Payable	NEWMAN SIGNS INC	579.2
Open	NBAZ - Warrant Clearing Account	Check	1066990	07/17/2018	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	132.0
Open	NBAZ - Warrant Clearing Account	Check	1066991	07/17/2018	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	109.0
Open	NBAZ - Warrant Clearing Account	Check	1066992	07/17/2018	Accounts Payable	OFFICE DEPOT	164.9
Open	NBAZ - Warrant Clearing Account	Check	1066993	07/17/2018	Accounts Payable	PACIFIC PONDEROSA CO INC	99.0
Open	NBAZ - Warrant Clearing Account	Check	1066994	07/17/2018	Accounts Payable	PAGE STEEL	198.3
Open	NBAZ - Warrant Clearing Account	Check	1066995	07/17/2018	Accounts Payable	PIMA COUNTY MEDICAL	13,800.0
Open	NBAZ - Warrant Clearing Account	Check	1066996	07/17/2018	Accounts Payable	PINAL COUNTY ARIZONA	6,300.0
Open	NBAZ - Warrant Clearing Account	Check	1066997	07/17/2018	Accounts Payable	PREMIUM PROPANE LLC	106.8
Open	NBAZ - Warrant Clearing Account	Check	1066998	07/17/2018	Accounts Payable	QUALITY CARQUEST	281.9
Open	NBAZ - Warrant Clearing Account	Check	1066999	07/17/2018	Accounts Payable	QUILL CORP	5,187.4
Open	NBAZ - Warrant Clearing Account	Check	1067000	07/17/2018	Accounts Payable	REDW LLC	7,795.0
Open	NBAZ - Warrant Clearing Account	Check	1067001	07/17/2018	Accounts Payable	RUSH TRUCK CENTER	910.6
Open	NBAZ - Warrant Clearing Account	Check	1067002	07/17/2018	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	3,715.7
Open	NBAZ - Warrant Clearing Account	Check	1067003	07/17/2018	Accounts Payable	SONORA QUEST LABORATORIES	287.9
Open	NBAZ - Warrant Clearing Account	Check	1067004	07/17/2018	Accounts Payable	SPARKLETT'S WATER	205.3
Open	NBAZ - Warrant Clearing Account	Check	1067005	07/17/2018	Accounts Payable	ST JOHNS CITY	2,963.1
Open	NBAZ - Warrant Clearing Account	Check	1067006	07/17/2018	Accounts Payable	ST JOHNS EMERGENCY SERVICES	989.7
Open	NBAZ - Warrant Clearing Account	Check	1067007	07/17/2018	Accounts Payable	THE POUR STATION	390.0
Open	NBAZ - Warrant Clearing Account	Check	1067008	07/17/2018	Accounts Payable	THOMSON REUTERS WEST	1,561.4
Open	NBAZ - Warrant Clearing Account	Check	1067009	07/17/2018	Accounts Payable	TOWN OF EAGAR	1,145.7
Open	NBAZ - Warrant Clearing Account	Check	1067010	07/17/2018	Accounts Payable	TOWN OF SPRINGVILLE	453.1
Open	NBAZ - Warrant Clearing Account	Check	1067011	07/17/2018	Accounts Payable	TRACTOR SUPPLY CO	377.4
Open	NBAZ - Warrant Clearing Account	Check	1067012	07/17/2018	Accounts Payable	VERIZON WIRELESS	1,450.4
Open	NBAZ - Warrant Clearing Account	Check	1067013	07/17/2018	Accounts Payable	WAL-MART COMMUNITY	1,430.7
Open	NBAZ - Warrant Clearing Account	Check	1067014	07/17/2018	Accounts Payable	WESTERN DRUG COMPANY	34.0
Open	NBAZ - Warrant Clearing Account	Check	1067015	07/17/2018	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	153.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067016	07/17/2018	Accounts Payable	YRC INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1067017	07/17/2018	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1067018	07/17/2018	Accounts Payable	ALLEGRA	817.60
Open	NBAZ - Warrant Clearing Account	Check	1067019	07/17/2018	Accounts Payable	ALSCO INC	82.30
Open	NBAZ - Warrant Clearing Account	Check	1067020	07/17/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	253.60
Open	NBAZ - Warrant Clearing Account	Check	1067021	07/17/2018	Accounts Payable	AMIGOS LIBRARY SERVICES	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1067022	07/17/2018	Accounts Payable	APACHE COUNTY FAIR	100.00
Open	NBAZ - Warrant Clearing Account	Check	1067023	07/17/2018	Accounts Payable	ARIZONA BUSINESS AND EDUCATION COALITION	350.00
Open	NBAZ - Warrant Clearing Account	Check	1067024	07/17/2018	Accounts Payable	ASHLEY, EILEEN T	89.30
Open	NBAZ - Warrant Clearing Account	Check	1067025	07/17/2018	Accounts Payable	ASHTONS REPAIR INC	100.00
Open	NBAZ - Warrant Clearing Account	Check	1067026	07/17/2018	Accounts Payable	ASPEN TIRE & OIL	96.60
Open	NBAZ - Warrant Clearing Account	Check	1067027	07/17/2018	Accounts Payable	AVAYA COMMUNICATIONS	1,603.60
Open	NBAZ - Warrant Clearing Account	Check	1067028	07/17/2018	Accounts Payable	AYRES, RICHARD A	34.30
Open	NBAZ - Warrant Clearing Account	Check	1067029	07/17/2018	Accounts Payable	AZ ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	625.00
Open	NBAZ - Warrant Clearing Account	Check	1067030	07/17/2018	Accounts Payable	AZ DEPT OF REVENUE	285.00
Open	NBAZ - Warrant Clearing Account	Check	1067031	07/17/2018	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	215.00
Open	NBAZ - Warrant Clearing Account	Check	1067032	07/17/2018	Accounts Payable	AZLGEBT	330,982.80
Open	NBAZ - Warrant Clearing Account	Check	1067033	07/17/2018	Accounts Payable	BAHE, IRENE R	125.30
Open	NBAZ - Warrant Clearing Account	Check	1067034	07/17/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	221.10
Open	NBAZ - Warrant Clearing Account	Check	1067035	07/17/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	559.80
Open	NBAZ - Warrant Clearing Account	Check	1067036	07/17/2018	Accounts Payable	BEGAY, SARAH MAE	95.00
Open	NBAZ - Warrant Clearing Account	Check	1067037	07/17/2018	Accounts Payable	BENALLY, JULIA	1,639.10
Open	NBAZ - Warrant Clearing Account	Check	1067038	07/17/2018	Accounts Payable	BENDER, JUDITH A	1,590.00
Open	NBAZ - Warrant Clearing Account	Check	1067039	07/17/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	185.00
Open	NBAZ - Warrant Clearing Account	Check	1067040	07/17/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,868.30
Open	NBAZ - Warrant Clearing Account	Check	1067041	07/17/2018	Accounts Payable	BOB BARKER COMPANY INC	613.30
Open	NBAZ - Warrant Clearing Account	Check	1067042	07/17/2018	Accounts Payable	BOTTOM LINE PUBLICATIONS	59.90
Open	NBAZ - Warrant Clearing Account	Check	1067043	07/17/2018	Accounts Payable	BRAGIEL, MICHAEL T	50.90
Open	NBAZ - Warrant Clearing Account	Check	1067044	07/17/2018	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	70.20
Open	NBAZ - Warrant Clearing Account	Check	1067045	07/17/2018	Accounts Payable	CASTILLO, ANNABELLE	145.60
Open	NBAZ - Warrant Clearing Account	Check	1067046	07/17/2018	Accounts Payable	CHAVEZ, VICTOR L	91.00
Open	NBAZ - Warrant Clearing Account	Check	1067047	07/17/2018	Accounts Payable	CIVIC RESEARCH INSTITUTE	179.90
Open	NBAZ - Warrant Clearing Account	Check	1067048	07/17/2018	Accounts Payable	CMS COMMUNICATIONS INC	265.70
Open	NBAZ - Warrant Clearing Account	Check	1067049	07/17/2018	Accounts Payable	COURTESY CHEVROLET	31,231.70
Open	NBAZ - Warrant Clearing Account	Check	1067050	07/17/2018	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	286.90
Open	NBAZ - Warrant Clearing Account	Check	1067051	07/17/2018	Accounts Payable	CS&S COMPUTER SYSTEMS	906.50
Open	NBAZ - Warrant Clearing Account	Check	1067052	07/17/2018	Accounts Payable	DAN BROOKS SURVEYING LLC	550.00
Open	NBAZ - Warrant Clearing Account	Check	1067053	07/17/2018	Accounts Payable	DAVIS TRUE VALUE HARDWARE	114.50
Open	NBAZ - Warrant Clearing Account	Check	1067054	07/17/2018	Accounts Payable	DIAZ, CECILIA	47.60
Open	NBAZ - Warrant Clearing Account	Check	1067055	07/17/2018	Accounts Payable	DIRECTV LLC	119.70
Open	NBAZ - Warrant Clearing Account	Check	1067056	07/17/2018	Accounts Payable	DUGDALE, BEN	238.70
Open	NBAZ - Warrant Clearing Account	Check	1067057	07/17/2018	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	7,449.90
Open	NBAZ - Warrant Clearing Account	Check	1067058	07/17/2018	Accounts Payable	EMPIRE MACHINERY	2,310.00
Open	NBAZ - Warrant Clearing Account	Check	1067059	07/17/2018	Accounts Payable	FITE, ROBERT L	63.70
Open	NBAZ - Warrant Clearing Account	Check	1067060	07/17/2018	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	907.80
Open	NBAZ - Warrant Clearing Account	Check	1067061	07/17/2018	Accounts Payable	FREEMAN, JOHN L Junior	50.80

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067062	07/17/2018	Accounts Payable	FRONTIER	94.9
Open	NBAZ - Warrant Clearing Account	Check	1067063	07/17/2018	Accounts Payable	FRONTIER	102.4
Open	NBAZ - Warrant Clearing Account	Check	1067064	07/17/2018	Accounts Payable	FRONTIER	1,270.8
Open	NBAZ - Warrant Clearing Account	Check	1067065	07/17/2018	Accounts Payable	FRONTIER	70.4
Open	NBAZ - Warrant Clearing Account	Check	1067066	07/17/2018	Accounts Payable	FRONTIER	70.4
Open	NBAZ - Warrant Clearing Account	Check	1067067	07/17/2018	Accounts Payable	GALL'S INC	536.8
Open	NBAZ - Warrant Clearing Account	Check	1067068	07/17/2018	Accounts Payable	GALLUP LUMBER & SUPPLY	206.6
Open	NBAZ - Warrant Clearing Account	Check	1067069	07/17/2018	Accounts Payable	GALLUP WATER WORKS	13.0
Open	NBAZ - Warrant Clearing Account	Check	1067070	07/17/2018	Accounts Payable	HALWOOD, LORENA T	147.1
Open	NBAZ - Warrant Clearing Account	Check	1067071	07/17/2018	Accounts Payable	HILL AZ GROCERY STORE	56.1
Open	NBAZ - Warrant Clearing Account	Check	1067072	07/17/2018	Accounts Payable	HOME DEPOT	58.3
Open	NBAZ - Warrant Clearing Account	Check	1067073	07/17/2018	Accounts Payable	HOOVER, JILL L	119.8
Open	NBAZ - Warrant Clearing Account	Check	1067074	07/17/2018	Accounts Payable	HOUNSHELL, BRIAN	38.7
Open	NBAZ - Warrant Clearing Account	Check	1067075	07/17/2018	Accounts Payable	HP2 INC	2,784.5
Open	NBAZ - Warrant Clearing Account	Check	1067076	07/17/2018	Accounts Payable	HUBBELL, ROCHELLE	310.5
Open	NBAZ - Warrant Clearing Account	Check	1067077	07/17/2018	Accounts Payable	INFOGROUP LIBRARY DIVISION	1,362.8
Open	NBAZ - Warrant Clearing Account	Check	1067078	07/17/2018	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	477.5
Open	NBAZ - Warrant Clearing Account	Check	1067079	07/17/2018	Accounts Payable	JONES, DENNISE L	300.0
Open	NBAZ - Warrant Clearing Account	Check	1067080	07/17/2018	Accounts Payable	KONICA MINOLTA	706.1
Open	NBAZ - Warrant Clearing Account	Check	1067081	07/17/2018	Accounts Payable	LA QUINTA INN #0816	409.9
Open	NBAZ - Warrant Clearing Account	Check	1067082	07/17/2018	Accounts Payable	LEADSONLINE LLC	1,188.0
Open	NBAZ - Warrant Clearing Account	Check	1067083	07/17/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	231.2
Open	NBAZ - Warrant Clearing Account	Check	1067084	07/17/2018	Accounts Payable	LEWIS, FRANCES O	164.5
Open	NBAZ - Warrant Clearing Account	Check	1067085	07/17/2018	Accounts Payable	MIRANDA, OSCAR R	61.3
Open	NBAZ - Warrant Clearing Account	Check	1067086	07/17/2018	Accounts Payable	MOORE MEDICAL LLC	684.9
Open	NBAZ - Warrant Clearing Account	Check	1067087	07/17/2018	Accounts Payable	MORGAN, DIANA M	98.1
Open	NBAZ - Warrant Clearing Account	Check	1067088	07/17/2018	Accounts Payable	MUTH, DANIEL R	33.4
Open	NBAZ - Warrant Clearing Account	Check	1067089	07/17/2018	Accounts Payable	NATIONAL DISTRICT ATTORNEYS ASSOC	835.0
Open	NBAZ - Warrant Clearing Account	Check	1067090	07/17/2018	Accounts Payable	NATIONAL JUDGES ASSOCIATION	120.0
Open	NBAZ - Warrant Clearing Account	Check	1067091	07/17/2018	Accounts Payable	NATIONAL RIFLE ASSOCIATION OF AMERICA	90.0
Open	NBAZ - Warrant Clearing Account	Check	1067092	07/17/2018	Accounts Payable	NAVAJO SANITATION INC	223.8
Open	NBAZ - Warrant Clearing Account	Check	1067093	07/17/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,060.7
Open	NBAZ - Warrant Clearing Account	Check	1067094	07/17/2018	Accounts Payable	NAVAJO WESTERNERS	83.7
Open	NBAZ - Warrant Clearing Account	Check	1067095	07/17/2018	Accounts Payable	NEZ, FLORA	23.4
Open	NBAZ - Warrant Clearing Account	Check	1067096	07/17/2018	Accounts Payable	NICOLL, HALEY RHAЕ	519.3
Open	NBAZ - Warrant Clearing Account	Check	1067097	07/17/2018	Accounts Payable	OTERO, MARY ELLEN D	52.3
Open	NBAZ - Warrant Clearing Account	Check	1067098	07/17/2018	Accounts Payable	PATTERSON, DANA BRYCE	8,500.0
Open	NBAZ - Warrant Clearing Account	Check	1067099	07/17/2018	Accounts Payable	PLATT DDS, RANDOLPH	509.0
Open	NBAZ - Warrant Clearing Account	Check	1067100	07/17/2018	Accounts Payable	PREMIUM PROPANE LLC	121.8
Open	NBAZ - Warrant Clearing Account	Check	1067101	07/17/2018	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	550.0
Open	NBAZ - Warrant Clearing Account	Check	1067102	07/17/2018	Accounts Payable	QUALITY CARQUEST	136.7
Open	NBAZ - Warrant Clearing Account	Check	1067103	07/17/2018	Accounts Payable	QUILL CORP	877.1
Open	NBAZ - Warrant Clearing Account	Check	1067104	07/17/2018	Accounts Payable	RB BURNHAM AND CO TRADING POST	9.5
Open	NBAZ - Warrant Clearing Account	Check	1067105	07/17/2018	Accounts Payable	RELIABLE BACKGROUND SCREENING	176.0
Open	NBAZ - Warrant Clearing Account	Check	1067106	07/17/2018	Accounts Payable	RICOH USA INC	223.7
Open	NBAZ - Warrant Clearing Account	Check	1067107	07/17/2018	Accounts Payable	ROGERS, STEPHEN K	140.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067108	07/17/2018	Accounts Payable	RUSH TRUCK CENTER	34.3
Open	NBAZ - Warrant Clearing Account	Check	1067109	07/17/2018	Accounts Payable	SAFEWAY INC	74.3
Open	NBAZ - Warrant Clearing Account	Check	1067110	07/17/2018	Accounts Payable	SANDOVAL, PATRICK J	146.1
Open	NBAZ - Warrant Clearing Account	Check	1067111	07/17/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	946.7
Open	NBAZ - Warrant Clearing Account	Check	1067112	07/17/2018	Accounts Payable	SHIRLEY, JOE Junior	161.3
Open	NBAZ - Warrant Clearing Account	Check	1067113	07/17/2018	Accounts Payable	SMITH, TERRY D	34.4
Open	NBAZ - Warrant Clearing Account	Check	1067114	07/17/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	459.8
Open	NBAZ - Warrant Clearing Account	Check	1067115	07/17/2018	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	25.0
Open	NBAZ - Warrant Clearing Account	Check	1067116	07/17/2018	Accounts Payable	UNIFIRST CORPORATION	50.9
Open	NBAZ - Warrant Clearing Account	Check	1067117	07/17/2018	Accounts Payable	US POSTMASTER	60.0
Open	NBAZ - Warrant Clearing Account	Check	1067118	07/17/2018	Accounts Payable	US POSTMASTER	116.0
Open	NBAZ - Warrant Clearing Account	Check	1067119	07/17/2018	Accounts Payable	VALLEY AUTO PARTS	2,882.6
Open	NBAZ - Warrant Clearing Account	Check	1067120	07/17/2018	Accounts Payable	WHITING, MICHAEL B	37.2
Open	NBAZ - Warrant Clearing Account	Check	1067121	07/17/2018	Accounts Payable	WOODLAND BUILDING CENTER	114.3
Open	NBAZ - Warrant Clearing Account	Check	1067122	07/17/2018	Accounts Payable	YAZZIE, DERRICK	146.1
Open	NBAZ - Warrant Clearing Account	Check	1067123	07/23/2018	Accounts Payable	MAESTAS, ANDREW	104.0
Open	NBAZ - Warrant Clearing Account	Check	1067124	07/24/2018	Accounts Payable	A-1 GLASS AND MIRROR INC	3,962.3
Open	NBAZ - Warrant Clearing Account	Check	1067125	07/24/2018	Accounts Payable	ALLEGRA	531.8
Open	NBAZ - Warrant Clearing Account	Check	1067126	07/24/2018	Accounts Payable	AMIGO CHEVROLET	118.3
Open	NBAZ - Warrant Clearing Account	Check	1067127	07/24/2018	Accounts Payable	APACHE COUNTY	44.0
Open	NBAZ - Warrant Clearing Account	Check	1067128	07/24/2018	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	86.9
Open	NBAZ - Warrant Clearing Account	Check	1067129	07/24/2018	Accounts Payable	ASHTONS REPAIR INC	60.4
Open	NBAZ - Warrant Clearing Account	Check	1067130	07/24/2018	Accounts Payable	ASU CENTER FOR APPLIED BEHAVIORAL HEALTH	520.0
Open	NBAZ - Warrant Clearing Account	Check	1067131	07/24/2018	Accounts Payable	AZ STATE UNIVERSITY	2,600.0
Open	NBAZ - Warrant Clearing Account	Check	1067132	07/24/2018	Accounts Payable	AZ SUPREME COURT	5,598.6
Open	NBAZ - Warrant Clearing Account	Check	1067133	07/24/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	2,326.7
Open	NBAZ - Warrant Clearing Account	Check	1067134	07/24/2018	Accounts Payable	BI INC	354.6
Open	NBAZ - Warrant Clearing Account	Check	1067135	07/24/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	26,676.7
Open	NBAZ - Warrant Clearing Account	Check	1067136	07/24/2018	Accounts Payable	BLUEYES, KELLY RENE	5.4
Open	NBAZ - Warrant Clearing Account	Check	1067137	07/24/2018	Accounts Payable	BOB BARKER COMPANY INC	1,745.6
Open	NBAZ - Warrant Clearing Account	Check	1067138	07/24/2018	Accounts Payable	BRIDES AUTO CENTER	1,030.3
Open	NBAZ - Warrant Clearing Account	Check	1067139	07/24/2018	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	223.6
Open	NBAZ - Warrant Clearing Account	Check	1067140	07/24/2018	Accounts Payable	CORONADO LAW FIRM PLLC	7,386.5
Open	NBAZ - Warrant Clearing Account	Check	1067141	07/24/2018	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,580.9
Open	NBAZ - Warrant Clearing Account	Check	1067142	07/24/2018	Accounts Payable	CURTIS, JOSHUA T	215.0
Open	NBAZ - Warrant Clearing Account	Check	1067143	07/24/2018	Accounts Payable	DIAMOND DRUGS INC	4,580.4
Open	NBAZ - Warrant Clearing Account	Check	1067144	07/24/2018	Accounts Payable	DIRECTV LLC	97.3
Open	NBAZ - Warrant Clearing Account	Check	1067145	07/24/2018	Accounts Payable	EMPIRE MACHINERY	7,199.0
Open	NBAZ - Warrant Clearing Account	Check	1067146	07/24/2018	Accounts Payable	FREEDOM PAPER	182.0
Open	NBAZ - Warrant Clearing Account	Check	1067147	07/24/2018	Accounts Payable	HAMBLIN & ASSOCIATES LLC	3,050.0
Open	NBAZ - Warrant Clearing Account	Check	1067148	07/24/2018	Accounts Payable	HOME DEPOT	674.9
Open	NBAZ - Warrant Clearing Account	Check	1067149	07/24/2018	Accounts Payable	KONICA MINOLTA	140.1
Open	NBAZ - Warrant Clearing Account	Check	1067150	07/24/2018	Accounts Payable	LOOMIS	671.8
Open	NBAZ - Warrant Clearing Account	Check	1067151	07/24/2018	Accounts Payable	MCI	39.9
Open	NBAZ - Warrant Clearing Account	Check	1067152	07/24/2018	Accounts Payable	NATIONAL BUSINESS FURNITURE	3,174.2
Open	NBAZ - Warrant Clearing Account	Check	1067153	07/24/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	3,984.9

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067154	07/24/2018	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	638.5
Open	NBAZ - Warrant Clearing Account	Check	1067155	07/24/2018	Accounts Payable	NUTRIOSO COMMUNITY ASSOCIATION	4,014.0
Open	NBAZ - Warrant Clearing Account	Check	1067156	07/24/2018	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	239.7
Open	NBAZ - Warrant Clearing Account	Check	1067157	07/24/2018	Accounts Payable	QUILL CORP	1,186.3
Open	NBAZ - Warrant Clearing Account	Check	1067158	07/24/2018	Accounts Payable	ROCA, MICHAEL P	790.7
Open	NBAZ - Warrant Clearing Account	Check	1067159	07/24/2018	Accounts Payable	RUSH TRUCK CENTER	192.8
Open	NBAZ - Warrant Clearing Account	Check	1067160	07/24/2018	Accounts Payable	SAFEWAY INC	39.8
Open	NBAZ - Warrant Clearing Account	Check	1067161	07/24/2018	Accounts Payable	SHELL OIL	2,404.4
Open	NBAZ - Warrant Clearing Account	Check	1067162	07/24/2018	Accounts Payable	SOUTHWEST ROCK PRODUCTS LLC	11,085.4
Open	NBAZ - Warrant Clearing Account	Check	1067163	07/24/2018	Accounts Payable	STOVER, DENNIS	176.9
Open	NBAZ - Warrant Clearing Account	Check	1067164	07/24/2018	Accounts Payable	THE POUR STATION	22.5
Open	NBAZ - Warrant Clearing Account	Check	1067165	07/24/2018	Accounts Payable	VECTOR RESOURCES INC	6,950.4
Open	NBAZ - Warrant Clearing Account	Check	1067166	07/24/2018	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	32.0
Open	NBAZ - Warrant Clearing Account	Check	1067167	07/24/2018	Accounts Payable	XEROX CORP	1.5
Open	NBAZ - Warrant Clearing Account	Check	1067168	07/24/2018	Accounts Payable	ALLEGRA	2,982.8
Open	NBAZ - Warrant Clearing Account	Check	1067169	07/24/2018	Accounts Payable	ALSCO INC	170.2
Open	NBAZ - Warrant Clearing Account	Check	1067170	07/24/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,821.5
Open	NBAZ - Warrant Clearing Account	Check	1067171	07/24/2018	Accounts Payable	APACHE COUNTY	25.1
Open	NBAZ - Warrant Clearing Account	Check	1067172	07/24/2018	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	350.0
Open	NBAZ - Warrant Clearing Account	Check	1067173	07/24/2018	Accounts Payable	ASHTONS REPAIR INC	1,056.8
Open	NBAZ - Warrant Clearing Account	Check	1067174	07/24/2018	Accounts Payable	ASPEN TIRE & OIL	46.6
Open	NBAZ - Warrant Clearing Account	Check	1067175	07/24/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	348.5
Open	NBAZ - Warrant Clearing Account	Check	1067176	07/24/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	271.5
Open	NBAZ - Warrant Clearing Account	Check	1067177	07/24/2018	Accounts Payable	BEGAY, BRYCESON B	7,900.3
Open	NBAZ - Warrant Clearing Account	Check	1067178	07/24/2018	Accounts Payable	BEGAY, DERRICK ALAN	36.0
Open	NBAZ - Warrant Clearing Account	Check	1067179	07/24/2018	Accounts Payable	BEGAY, SARAH MAE	110.0
Open	NBAZ - Warrant Clearing Account	Check	1067180	07/24/2018	Accounts Payable	BENDER, JUDITH A	567.7
Open	NBAZ - Warrant Clearing Account	Check	1067181	07/24/2018	Accounts Payable	BIA, BERNITA TSO	3,465.6
Open	NBAZ - Warrant Clearing Account	Check	1067182	07/24/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	95.5
Open	NBAZ - Warrant Clearing Account	Check	1067183	07/24/2018	Accounts Payable	BOOT BARN	200.0
Open	NBAZ - Warrant Clearing Account	Check	1067184	07/24/2018	Accounts Payable	BRIDES AUTO CENTER	5.0
Open	NBAZ - Warrant Clearing Account	Check	1067185	07/24/2018	Accounts Payable	CDW GOVERNMENT LLC	650.2
Open	NBAZ - Warrant Clearing Account	Check	1067186	07/24/2018	Accounts Payable	CELLULAR ONE NE AZ	267.6
Open	NBAZ - Warrant Clearing Account	Check	1067187	07/24/2018	Accounts Payable	CENGAGE LEARNING INC	29.5
Open	NBAZ - Warrant Clearing Account	Check	1067188	07/24/2018	Accounts Payable	CENTER POINT LARGE PRINT	44.3
Open	NBAZ - Warrant Clearing Account	Check	1067189	07/24/2018	Accounts Payable	CHEVRON USA INC	1,024.0
Open	NBAZ - Warrant Clearing Account	Check	1067190	07/24/2018	Accounts Payable	CIRIVELLO, MICHAEL V	68.0
Open	NBAZ - Warrant Clearing Account	Check	1067191	07/24/2018	Accounts Payable	CZARNYSZKA, SUEANNE K	38.9
Open	NBAZ - Warrant Clearing Account	Check	1067192	07/24/2018	Accounts Payable	DELL COMPUTER CORPORATION	1,232.1
Open	NBAZ - Warrant Clearing Account	Check	1067193	07/24/2018	Accounts Payable	EMPIRE MACHINERY	185.3
Open	NBAZ - Warrant Clearing Account	Check	1067194	07/24/2018	Accounts Payable	ERHART, ANNA COLETTE	64.0
Open	NBAZ - Warrant Clearing Account	Check	1067195	07/24/2018	Accounts Payable	FRONTIER	68.1
Open	NBAZ - Warrant Clearing Account	Check	1067196	07/24/2018	Accounts Payable	FRONTIER	959.3
Open	NBAZ - Warrant Clearing Account	Check	1067197	07/24/2018	Accounts Payable	FRONTIER	437.1
Open	NBAZ - Warrant Clearing Account	Check	1067198	07/24/2018	Accounts Payable	FRONTIER	148.8
Open	NBAZ - Warrant Clearing Account	Check	1067199	07/24/2018	Accounts Payable	FRONTIER	155.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067200	07/24/2018	Accounts Payable	FRONTIER	153.6
Open	NBAZ - Warrant Clearing Account	Check	1067201	07/24/2018	Accounts Payable	FRONTIER	5.0
Open	NBAZ - Warrant Clearing Account	Check	1067202	07/24/2018	Accounts Payable	FRONTIER	4,519.5
Open	NBAZ - Warrant Clearing Account	Check	1067203	07/24/2018	Accounts Payable	FRONTIER	752.4
Open	NBAZ - Warrant Clearing Account	Check	1067204	07/24/2018	Accounts Payable	FRONTIER	212.9
Open	NBAZ - Warrant Clearing Account	Check	1067205	07/24/2018	Accounts Payable	FRONTIER	162.7
Open	NBAZ - Warrant Clearing Account	Check	1067206	07/24/2018	Accounts Payable	FRONTIER	184.3
Open	NBAZ - Warrant Clearing Account	Check	1067207	07/24/2018	Accounts Payable	FRONTIER	1,542.0
Open	NBAZ - Warrant Clearing Account	Check	1067208	07/24/2018	Accounts Payable	FRONTIER	100.6
Open	NBAZ - Warrant Clearing Account	Check	1067209	07/24/2018	Accounts Payable	FRONTIER	136.4
Open	NBAZ - Warrant Clearing Account	Check	1067210	07/24/2018	Accounts Payable	FRONTIER	365.5
Open	NBAZ - Warrant Clearing Account	Check	1067211	07/24/2018	Accounts Payable	FRONTIER	266.8
Open	NBAZ - Warrant Clearing Account	Check	1067212	07/24/2018	Accounts Payable	FRONTIER	215.6
Open	NBAZ - Warrant Clearing Account	Check	1067213	07/24/2018	Accounts Payable	FRONTIER	68.1
Open	NBAZ - Warrant Clearing Account	Check	1067214	07/24/2018	Accounts Payable	GALLUP LUMBER & SUPPLY	182.2
Open	NBAZ - Warrant Clearing Account	Check	1067215	07/24/2018	Accounts Payable	HATCH TOYOTA	132.7
Open	NBAZ - Warrant Clearing Account	Check	1067216	07/24/2018	Accounts Payable	HERRERA, ROSCOE GEORGE	289.0
Open	NBAZ - Warrant Clearing Account	Check	1067217	07/24/2018	Accounts Payable	HIGH COUNTRY SIGNS LLC	312.0
Open	NBAZ - Warrant Clearing Account	Check	1067218	07/24/2018	Accounts Payable	HILL AZ GROCERY STORE	160.9
Open	NBAZ - Warrant Clearing Account	Check	1067219	07/24/2018	Accounts Payable	HILL AZ GROCERY STORE	163.5
Open	NBAZ - Warrant Clearing Account	Check	1067220	07/24/2018	Accounts Payable	HILLYARD/FLAGSTAFF	367.3
Open	NBAZ - Warrant Clearing Account	Check	1067221	07/24/2018	Accounts Payable	HOME DEPOT	122.0
Open	NBAZ - Warrant Clearing Account	Check	1067222	07/24/2018	Accounts Payable	INFINITY COMMUNICAITONS & CONSULTING INC	4,500.0
Open	NBAZ - Warrant Clearing Account	Check	1067223	07/24/2018	Accounts Payable	INGRAM LIBRARY SERVICES	2,112.6
Open	NBAZ - Warrant Clearing Account	Check	1067224	07/24/2018	Accounts Payable	JONES, DENNISE L	11.0
Open	NBAZ - Warrant Clearing Account	Check	1067225	07/24/2018	Accounts Payable	JURY SYSTEMS INCORPORATED	1,500.0
Open	NBAZ - Warrant Clearing Account	Check	1067226	07/24/2018	Accounts Payable	LAMM, DAVID	219.3
Open	NBAZ - Warrant Clearing Account	Check	1067227	07/24/2018	Accounts Payable	MASS TRANSCRIPTIONS	3,326.4
Open	NBAZ - Warrant Clearing Account	Check	1067228	07/24/2018	Accounts Payable	MORGAN, DIANA M	228.9
Open	NBAZ - Warrant Clearing Account	Check	1067229	07/24/2018	Accounts Payable	NATIONAL FIRE FIGHTER	4,380.0
Open	NBAZ - Warrant Clearing Account	Check	1067230	07/24/2018	Accounts Payable	NAVAJO WESTERNERS	163.5
Open	NBAZ - Warrant Clearing Account	Check	1067231	07/24/2018	Accounts Payable	NEWMAN SIGNS INC	2,874.4
Open	NBAZ - Warrant Clearing Account	Check	1067232	07/24/2018	Accounts Payable	NEXTRAQ	17,371.2
Open	NBAZ - Warrant Clearing Account	Check	1067233	07/24/2018	Accounts Payable	NICHOLSON, JULIE ANN	214.6
Open	NBAZ - Warrant Clearing Account	Check	1067234	07/24/2018	Accounts Payable	NUTRITION MATTERS INC	644.7
Open	NBAZ - Warrant Clearing Account	Check	1067235	07/24/2018	Accounts Payable	OCTOPUS CAR WASH INC	6.9
Open	NBAZ - Warrant Clearing Account	Check	1067236	07/24/2018	Accounts Payable	OVERDRIVE INC	338.9
Open	NBAZ - Warrant Clearing Account	Check	1067237	07/24/2018	Accounts Payable	PATTERSON, DENNIELLE	46.5
Open	NBAZ - Warrant Clearing Account	Check	1067238	07/24/2018	Accounts Payable	PENWORTHY COMPANY	324.7
Open	NBAZ - Warrant Clearing Account	Check	1067239	07/24/2018	Accounts Payable	PERFECT PRINTZ LLC	414.0
Open	NBAZ - Warrant Clearing Account	Check	1067240	07/24/2018	Accounts Payable	PHIL STRATTON ELECTRIC IN	457.0
Open	NBAZ - Warrant Clearing Account	Check	1067241	07/24/2018	Accounts Payable	PRO PETROLEUM	19,185.8
Open	NBAZ - Warrant Clearing Account	Check	1067242	07/24/2018	Accounts Payable	PROQUEST LLC	1,516.9
Open	NBAZ - Warrant Clearing Account	Check	1067243	07/24/2018	Accounts Payable	QUILL CORP	2,557.3
Open	NBAZ - Warrant Clearing Account	Check	1067244	07/24/2018	Accounts Payable	QUINN, NANCY	32.4
Open	NBAZ - Warrant Clearing Account	Check	1067245	07/24/2018	Accounts Payable	REAL TIME SOLUTIONS	300.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067246	07/24/2018	Accounts Payable	REED, TAMMY LEE	19.6
Open	NBAZ - Warrant Clearing Account	Check	1067247	07/24/2018	Accounts Payable	RELIABLE BACKGROUND SCREENING	15.0
Open	NBAZ - Warrant Clearing Account	Check	1067248	07/24/2018	Accounts Payable	SAFETY KLEEN	373.7
Open	NBAZ - Warrant Clearing Account	Check	1067249	07/24/2018	Accounts Payable	SAFEWAY INC	125.1
Open	NBAZ - Warrant Clearing Account	Check	1067250	07/24/2018	Accounts Payable	SANDOVAL, PATRICK J	360.7
Open	NBAZ - Warrant Clearing Account	Check	1067251	07/24/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	994.2
Open	NBAZ - Warrant Clearing Account	Check	1067252	07/24/2018	Accounts Payable	SINE-SHIELDS, KELI ANN	300.0
Open	NBAZ - Warrant Clearing Account	Check	1067253	07/24/2018	Accounts Payable	SLOAN, DALE	215.0
Open	NBAZ - Warrant Clearing Account	Check	1067254	07/24/2018	Accounts Payable	SORENSEN, ERIC	804.0
Open	NBAZ - Warrant Clearing Account	Check	1067255	07/24/2018	Accounts Payable	SORENSEN, WILLIAM E	80.0
Open	NBAZ - Warrant Clearing Account	Check	1067256	07/24/2018	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	85.0
Open	NBAZ - Warrant Clearing Account	Check	1067257	07/24/2018	Accounts Payable	STRADLING-COLLINS, SUEAN	33.2
Open	NBAZ - Warrant Clearing Account	Check	1067258	07/24/2018	Accounts Payable	SW ECOLOGY LLC	2,160.0
Open	NBAZ - Warrant Clearing Account	Check	1067259	07/24/2018	Accounts Payable	THE CONTAINER GUY	4,075.0
Open	NBAZ - Warrant Clearing Account	Check	1067260	07/24/2018	Accounts Payable	THE LIBRARY STORE INC	866.1
Open	NBAZ - Warrant Clearing Account	Check	1067261	07/24/2018	Accounts Payable	THOMPSON, ALENA	640.0
Open	NBAZ - Warrant Clearing Account	Check	1067262	07/24/2018	Accounts Payable	THOMSON REUTERS WEST	1,060.4
Open	NBAZ - Warrant Clearing Account	Check	1067263	07/24/2018	Accounts Payable	TOM, CAROLYN K	2,468.7
Open	NBAZ - Warrant Clearing Account	Check	1067264	07/24/2018	Accounts Payable	UDALL, W JEFFORY	41.4
Open	NBAZ - Warrant Clearing Account	Check	1067265	07/24/2018	Accounts Payable	UNIFIRST CORPORATION	48.3
Open	NBAZ - Warrant Clearing Account	Check	1067266	07/24/2018	Accounts Payable	UNITED PARCEL SERVICE	600.0
Open	NBAZ - Warrant Clearing Account	Check	1067267	07/24/2018	Accounts Payable	VERIZON WIRELESS	1,682.2
Open	NBAZ - Warrant Clearing Account	Check	1067268	07/24/2018	Accounts Payable	WASTE MANAGEMENT OF AZ	137.0
Open	NBAZ - Warrant Clearing Account	Check	1067269	07/24/2018	Accounts Payable	WAYFAIR LLC	261.3
Open	NBAZ - Warrant Clearing Account	Check	1067270	07/24/2018	Accounts Payable	WHITING, GARRET LEE	60.1
Open	NBAZ - Warrant Clearing Account	Check	1067271	07/24/2018	Accounts Payable	WOODLAND BUILDING CENTER	740.4
Open	NBAZ - Warrant Clearing Account	Check	1067272	07/24/2018	Accounts Payable	WORLD OF TRAVEL	779.6
Open	NBAZ - Warrant Clearing Account	Check	1067273	07/24/2018	Accounts Payable	WRIGHT EXPRESS FSC	1,109.8
Open	NBAZ - Warrant Clearing Account	Check	1067274	07/24/2018	Accounts Payable	JOHN, MERLE	20.0
Open	NBAZ - Warrant Clearing Account	Check	1067310	07/24/2018	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	959.1
Open	NBAZ - Warrant Clearing Account	Check	1067311	07/24/2018	Accounts Payable	APACHE COUNTY FSA	644.6
Open	NBAZ - Warrant Clearing Account	Check	1067312	07/24/2018	Accounts Payable	APACHE COUNTY HSA	3,358.3
Open	NBAZ - Warrant Clearing Account	Check	1067313	07/24/2018	Accounts Payable	APACHE COUNTY MEDICAL	169,810.7
Open	NBAZ - Warrant Clearing Account	Check	1067314	07/24/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	141,796.2
Open	NBAZ - Warrant Clearing Account	Check	1067315	07/24/2018	Accounts Payable	ASRS LEGACY EORP	10,117.0
Open	NBAZ - Warrant Clearing Account	Check	1067316	07/24/2018	Accounts Payable	AZ DEPT OF REVENUE	58.0
Open	NBAZ - Warrant Clearing Account	Check	1067317	07/24/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	104,461.0
Open	NBAZ - Warrant Clearing Account	Check	1067318	07/24/2018	Accounts Payable	CINCINNATI LIFE INS CO	28.0
Open	NBAZ - Warrant Clearing Account	Check	1067319	07/24/2018	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,230.5
Open	NBAZ - Warrant Clearing Account	Check	1067320	07/24/2018	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,104.2
Open	NBAZ - Warrant Clearing Account	Check	1067321	07/24/2018	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,555.5
Open	NBAZ - Warrant Clearing Account	Check	1067322	07/24/2018	Accounts Payable	EODCRS DISABILITY	12.2
Open	NBAZ - Warrant Clearing Account	Check	1067323	07/24/2018	Accounts Payable	EORP LEGACY	4,588.7
Open	NBAZ - Warrant Clearing Account	Check	1067324	07/24/2018	Accounts Payable	FAMILY SUPPORT REGISTRY	129.0
Open	NBAZ - Warrant Clearing Account	Check	1067325	07/24/2018	Accounts Payable	HJ VENTURES LLC	203.8
Open	NBAZ - Warrant Clearing Account	Check	1067326	07/24/2018	Accounts Payable	NATIONWIDE	1,130.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067327	07/24/2018	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.0
Open	NBAZ - Warrant Clearing Account	Check	1067328	07/24/2018	Accounts Payable	NATIONWIDE TRUST FSB	786.5
Open	NBAZ - Warrant Clearing Account	Check	1067329	07/24/2018	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.5
Open	NBAZ - Warrant Clearing Account	Check	1067330	07/24/2018	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,348.0
Open	NBAZ - Warrant Clearing Account	Check	1067331	07/24/2018	Accounts Payable	PUBLIC SAFETY SHERIFF RET	44,248.0
Open	NBAZ - Warrant Clearing Account	Check	1067332	07/24/2018	Accounts Payable	RIO PUERCO ACRES	495.0
Open	NBAZ - Warrant Clearing Account	Check	1067333	07/24/2018	Accounts Payable	SECURITY BENEFIT GROUP	1,435.0
Open	NBAZ - Warrant Clearing Account	Check	1067334	07/24/2018	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,746.7
Open	NBAZ - Warrant Clearing Account	Check	1067335	07/25/2018	Accounts Payable	AGUERO, ROBIN R	171.0
Open	NBAZ - Warrant Clearing Account	Check	1067336	07/25/2018	Accounts Payable	GICON PUMPS & EQUIP INC	3,448.7
Open	NBAZ - Warrant Clearing Account	Check	1067337	07/25/2018	Accounts Payable	SPARKLETTS WATER	46.7
Open	NBAZ - Warrant Clearing Account	Check	1067338	07/30/2018	Accounts Payable	RDO EQUIPMENT CO	24,474.7
Open	NBAZ - Warrant Clearing Account	Check	1067339	07/30/2018	Accounts Payable	JACKSSONS TRAILERS INC	14,968.9

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

date/time stamp

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

County Manager

Date/Signature:

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

Approval of the minutes dated July 3, 2018.

BOS Meeting Date Requested 8/6/18

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 3, 2018
St. Johns, Arizona

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

Chairman Shepherd called to order the Board of Supervisors meeting at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Ryan Patterson gave the invocation.

Devon Brown led the Pledge of Allegiance

Chairman Shepherd called for the Health District items.

Chris Sexton, Health Director, requested approval of a Professional Services Agreement with Alena Thompson, FNP, to provide the services of a contract nurse practitioner for Family Planning Services and Well Woman Health Check Services and the expense has been budgeted for in the FY19 budget. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Chris Sexton, Health Director, requested approval of Intergovernmental Agreement Emergency Preparedness Program Amendment #3 (ADHS17-133163) which revises Scope of Work and Contract Price Sheet beginning July 1, 2018 and has been budgeted for in FY19. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Chris Sexton, Health Director, requested approval of an agreement with Summit Funeral Home to provide transportation and storage of human remains, beginning July 1, 2018 and has been budgeted for in FY19. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chris Sexton, Health Director, requested approval of an Intergovernmental Agreement with the State of Arizona for the Health Start Program, Amendment #1 ADHS 15-096687 that extends the contract through June 30, 2019 and clarifies reporting for the Transparency Act. Mr. Shirley moved approval, seconded by Mr. Simshauser. Vote was unanimous.

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

Chairman Shepherd called for the Library District items.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2018 through June 30, 2019 at the annual rate of \$50.00, approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2018 through June 30, 2019 at the rate of \$25.00 per month and approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2018 through June 30, 2019 at the rate of \$25.00 per month. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between the Sanders Unified School District #18 and the Apache County Library District effective July 1, 2018 through June 30, 2019 in the amount of \$325.00 per month. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval to increase the weekly hours for the position of custodian from 24 to 28 hours. This will result in a cost increase of \$2,737.99 including ERE's. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

Mr. Patterson presented the item for discussion and possible selection of a Vice Chairman of the Board of Supervisors for the remainder of 2018. **Mr. Simshauser made the motion to select Joe Shirley Jr., as Vice Chairman, seconded by Mr. Shepherd.** Vote was unanimous.

The Board sat as the Board of Directors for a public hearing and possible approval of the 2018-2019 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. Shepherd opened the floor for public hearing for comment. There was no one wanting to address the Board. **Mr. Shirley moved to approve the final budgets, seconded by Mr. Simshauser.** Vote was unanimous.

The Board resumed as the Board of Supervisors and possible approval of the Truth in Taxation notification of the primary property tax levy as presented, with tax rates of all other jurisdictions to be set at the August 6, 2018 Board of Supervisors meeting. Mr. Shepherd opened the floor for the public hearing for comment. There was no one wanting to address the Board. Hearing no reply. **Mr. Shirley moved to approve, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Patterson presented the item for a public hearing, and possible adoption of the 2018-2019 Final Budget for Apache County. Mr. Patterson stated there were no major changes made from the approval of the tentative budget, just some minor adjustment to grants. Mr. Patterson stated the final budget went down from the preliminary budget. Mr. Shepherd opened the public

hearing for comment. There was no one wanting to address the Board. **Mr. Shirley moved to approve the final budget, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-C and recommended approval. **Mr. Shirley 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 5, 2018 to July 3, 2018. Payee Amount ARCHER MANUFACTURING 2,280.00 AZLGEBT 312,105.60 BILLS DISCOUNT AUTO PARTS (NAPA) 3,328.08 CDW GOVERNMENT LLC 77,414.00 CONTAINERS ON DEMAND LLC 3,583.00 CURTIS, ROGER STUART 1,338.96 EMPIRE MACHINERY 4,373.83 GALL'S INC 1,376.98 GILA COUNTY 23,502.00 GOLIGHTLY TIRE 6,066.94 HILL AZ GROCERY STORE 2,656.49 HOME DEPOT 1,591.01 INGRAM LIBRARY SERVICES 2,916.22 LAWSON PRODUCTS INC 3,479.20 NATIONAL BANK OF ARIZONA 0127 2,834.03 NATIONAL BANK OF ARIZONA 1389 2,254.14 NATIONAL BANK OF ARIZONA 0085 2,059.00 NATIONAL BANK OF ARIZONA 0186 9,045.62 NATIONAL BANK OF ARIZONA 0202 1,553.45 NATIONAL BANK OF ARIZONA 0285 1,166.12 NATIONAL BANK OF ARIZONA 0822 1,612.30 NATIONAL BANK OF ARIZONA 0830 1,130.97 QUIKSERV CORP 2,859.00 QUILL CORP 8,400.15 SECURUS TECHNOLOGIES INC 1,541.81 ST MICHAELS SENIOR CENTER 1,000.00 STAPLES CREDIT PLAN 1,082.05 THE AARONS COMPANY LLC 3,000.00 TRACKER SOFTWARE CORP 3,819.27 TRINITY SERVICES GROUP INC 15,124.42 ULINE INC 1,109.67 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,482.58 WRIGHT EXPRESS FSC 7,833.08 YELLOWHORSE, JAY 2,482.30 APACHE COUNTY TAX WITHHOLDING 1,909.68 APACHE COUNTY HSA 3,279.57 APACHE COUNTY MEDICAL 159,116.21 APACHE COUNTY TAX WITHHOLDING 147,360.02 ASRS LEGACY EORP 1,165.78 AZ STATE RETIREMENT SYSTEM 102,166.72 COLONIAL LIFE AND ACCIDENT INS 1,230.54 CORRECTIONS OFFICER RET PLAN 7,841.01 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,367.61 NATIONWIDE 1,130.00 PUBLIC SAFETY PERSONNEL 401 7,616.75 PUBLIC SAFETY SHERIFF RET 44,105.54 SECURITY BENEFIT GROUP 1,535.00 SUPPORT PAYMENT CLEARINGHOUSE 1,606.39 AZ COUNTIES INSURANCE POOL 7,705.98 AZ SUPREME COURT 1,750.25 BREWER LAW OFFICE PLLC 8,500.00 COURTESY CHEVROLET 25,661.86 ELECTION SYSTEMS AND SOFTWARE 33,805.68 EMPIRE MACHINERY 1,354.22 GMCO CORPORATION 13,071.52 HALE, CLARISSA K 1,436.20 HAMBLIN LAW OFFICE PLC 8,500.00 HATCH CONSTRUCTION 4,584.30 KATHLEEN M MCGUIRE PSY D LLC 2,050.00 LAW OFFICE OF DIRK LEGATE PLLC 8,500.00 METRASSENS INC 24,353.36 MOORE LAW FIRM PLLC 2,398.00 MOUNTAIN COMFORT HEATING AND COOLING 2,347.00 NAVOPACHE ELECTRIC COOPERATIVE 7,181.93 OMNISOURCE UNITED INC 2,039.27 PACIFIC PONDEROSA CO INC 2,190.12 QUILL CORP 4,267.84 SCHIFF, LAURENCE 1,900.00 SECURUS TECHNOLOGIES INC 1,184.15 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY 1,011.47 VERIZON WIRELESS 3,000.85 RC OWENS CONSTRUCTION 8,925.00 DEUTSCH INC 10,995.00 ADHS AZ HEALTH CARE COST 22,400.00 ALLEGRA 1,125.60 AMAZON CAPITAL SERVICES INC (IT DEPT) 2,911.39 AMIGO CHEVROLET 1,149.12 AURORA STORAGE PRODUCTS INC 10,082.15 AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS 3,621.51 AZ DEPT OF REVENUE 10,160.53 AZLGEBT 1,800.00 BARCO PRODUCTS CO 1,042.46

BAUMAN HOME AND AUTO INC 2,114.49 BRADCO 37,789.90 CDW GOVERNMENT
 LLC 3,981.15 CELLULAR ONE NE AZ 1,127.51 COCONINO COUNTY 7,800.00
 CONSOLIDATED ELECTRICAL DISTRIBUTORS 3,323.01 COURTESY CHEVROLET
 25,661.86 CRESCENT ELECTRIC SUPPLY CO 1,514.09 DELL COMPUTER
 CORPORATION 4,120.83 DIAMOND DRUGS INC 4,764.28 EMPIRE MACHINERY
 10,187.79 FRONTIER 1,768.21 FRONTIER 1,288.80 FRONTIER 4,527.01 GMCO
 CORPORATION 12,324.58 GOLIGHTLY TIRE 6,289.09 GUST ROSENFELD PLC
 1,436.85 HILLYARD/FLAGSTAFF 4,245.80 HOME DEPOT 5,908.39 HUGHES SUPPLY
 INC (LAKESIDE) 6,608.20 J&W SURVEYING 2,940.00 LATHAM, MICHAEL 4,557.71
 LIBERTY FENCE AND SUPPLY 10,681.00 LOOMIS 1,343.60 MERCK SHARP &
 DOHME CORP 3,817.38 NATIONAL BUSINESS FURNITURE 4,712.70 NAVAJO TRIBAL
 UTILITY AUTHORITY 4,385.31 NAVAJO TRIBAL UTILITY AUTHORITY 1,238.21
 NAVOPACHE ELECTRIC COOPERATIVE 11,910.03 PATTERSON, DANA BRYCE
 8,500.00 PICO'S IRRIGATION & LANDSCAPE 1,959.50 PIMA COUNTY MEDICAL
 2,300.00 PITNEY BOWES 3,320.07 PRO PETROLEUM 21,620.58 QUILL CORP 8,666.77
 REDW LLC 6,570.00 RIM COUNTRY MECHANICAL 1,885.30 SAFETY KLEEN 1,213.00
 SAN DIEGO POLICE EQUIPMENT CO INC 4,262.24 SOUTHERN COUNTIES OIL
 COMPANY 20,280.34 ST JOHNS CITY 1,780.35 SYMBOL ARTS 2,540.00
 THOMSON REUTERS WEST 2,551.87 TWIN ARROWS NAVAJO CASINO RESORT
 1,000.00 UNITED RENTALS 6,049.32 US IMAGING INC 1,636.00 VALLEY AUTO PARTS
 2,229.81 WHITE MOUNTAIN PUBLISHING CO 1,150.80 WOODLAND BUILDING
 CENTER 2,641.64 BUNGER STEEL INC 21,480.00 AMAZON CAPITAL SERVICES INC
 (IT DEPT) 5,492.40 AVAYA COMMUNICATIONS 1,603.62 BRADCO 20,547.05
 CHEVRON USA INC 1,249.08 CNS BUSINESS FORMS INC 1,337.59 CORONADO LAW
 FIRM PLLC 6,986.00 CREATIVE MULTIMEDIA INC (CMI) 23,997.50 EMPIRE
 MACHINERY 9,129.04 FOUR CORNERS WELDING & GAS SUPPLY 1,742.72
 FRANK'S SUPPLY COMPANY INC 2,300.70 GALL'S INC 1,487.84
 HILLYARD/FLAGSTAFF 1,181.49 INGRAM LIBRARY SERVICES 3,527.22
 JCG TECHNOLOGIES INC 4,981.15 LESUEUR ADVANCE AUTOMOTIVE LLC
 1,288.56 NATIONAL BUSINESS FURNITURE 2,399.18 NAVAJO TRIBAL UTILITY
 AUTHORITY 1,246.38 NAVOPACHE ELECTRIC COOPERATIVE 2,748.04
 NORWOOD EQUIPMENT LLC 10,636.40 OFFICE DEPOT 4,354.32 PERKINS CINDERS
 INC 41,358.70 QUALITY READY MIX INC 3,520.72 QUILL CORP 3,987.73
 RENA RENEE PRODUCTIONS LLC 1,164.44 ROADSAFE TRAFFIC SYSTEMS INC
 3,414.38 SECURUS TECHNOLOGIES INC 1,078.75 SHELL OIL 2,756.11
 STIRLING FENCE INC 19,800.00 SW ECOLOGY LLC 5,709.87 TRAK ENGINEERING
 INC 14,699.08 UNITED RENTALS 9,872.41 VALLEY AUTO PARTS 1,720.64
 VERIZON WIRELESS 2,791.23 WESTERN DRUG COMPANY 5,921.06
 WORLD OF TRAVEL 2,863.00 WRIGHT EXPRESS FSC 1,000.18 YAVAPAI COUNTY
 GOVERNMENT 7,750.00 APACHE COUNTY HSA 3,234.57 APACHE COUNTY
 MEDICAL 169,288.72 APACHE COUNTY TAX WITHHOLDING 142,612.69
 ASRS LEGACY EORP 1,400.23 AZ STATE RETIREMENT SYSTEM 101,352.76
 COLONIAL LIFE AND ACCIDENT INS 1,230.54 CORRECTIONS OFFICER RET PLAN
 7,747.21 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,445.62 NATIONWIDE
 1,130.00 PUBLIC SAFETY PERSONNEL 401 7,616.75 PUBLIC SAFETY SHERIFF RET
 39,502.46 SECURITY BENEFIT GROUP 1,485.00 SUPPORT PAYMENT

CLEARINGHOUSE 1,606.39 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,154.18 ANDERSON RESOURCE GROUP INC 2,203.37 ARIZONA STATE FORESTRY DIVISION 5,237.60 AZ DEPT OF HEALTH SERVICES 1,015.00 CENGAGE LEARNING INC 3,674.63 DELL COMPUTER CORPORATION 1,389.00 GALLUP BLUEPRINT 1,697.98 GUARDIAN TRACKING 3,093.00 INGRAM LIBRARY SERVICES 1,045.27 LESUEUR ADVANCE AUTOMOTIVE LLC 1,251.86 NAVAJO NATION WATER CODE ADMIN 3,175.00 PEORIA FORD 42,448.15 PFIZER INC 1,764.62 QUILL CORP 1,177.05 SANDERSON FORD INC 45,976.45 STANLEY SECURITY SOLUTIONS INC 4,955.65 US CORRECTIONS LLC 1,594.50 VERIZON WIRELESS 1,035.74 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. Approval of the minutes dated June 5, 2018. C. Request approval to cancel the August 20, 2018 Board of Supervisors regular meeting due to the completion of the 2018-2019 budget cycle. Vote was unanimous.

Judge Lathan, on behalf of Superior Court, requested approval to hire Kristin Ferguson as an Automation and Training Director with a starting salary of \$47,601.70 with an effective date of June 18, 2018. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Paul Hancock, Probation Director, requested approval of an ongoing Family Counseling grant and approval of \$1,840.00 in matching funds and the State of Arizona will disburse \$7,360.00 for a total of \$9,200.00. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Brannan Eagar, Chief Deputy Sheriff, requested approval to enter into a one-year renewal lease agreement with Sanders Unified School District #18, effective July 1, 2018 through June 30, 2019. Chief Eagar stated this is for the Apache County Sheriff's Sub-office in Sanders, Arizona in the amount of \$325.00 per month. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Angela Romero, Election Director, requested approval of the designated polling places for the upcoming August 28, 2018 Primary Election. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Angela Romero, Election Director, requested approval of all Election Board Workers, Poll Workers and Election Day Technicians for the upcoming August 28, 2018 Primary Election. **Mr. Simshauser, seconded by Mr. Shirley.** Vote was unanimous.

Angela Romero, Election Director, requested approval to cancel the election for the Republican Precinct Committeemen and appoint the persons who filed nomination petitions to fill the positions for the upcoming August 28, 2018 Primary Election. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Mr. Simshauser and Mrs. Romero held a discussion regarding cancelation and appointments to fill the vacancies. Vote was unanimous.

Angela Romero, Election Director, requested approval to cancel the election for the Democratic Precinct Committeemen and appoint the persons who filed nomination petitions

to fill the positions for the upcoming August 28, 2018 Primary Election. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to change the Crusher Operator II (range 29) to a Crusher Operator I (range 28) and to change a Road Worker I (range 24) to a Road Worker II (Range 30). These changes will be funded by previously budgeted funds. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Michael Whiting, County Attorney, requested approval of Arizona Criminal Justice Commission Victim Compensation Grant Agreement No. VC-19-049, in the amount of \$79,610.00 for FY18 with no match amount required. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Michael Whiting, County Attorney, requested approval of a Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program Grant Agreement No. DC-19-020, in the amount of \$65,137.00 for FY19, with a match amount of \$20,766.00. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Michael Whiting, County Attorney, requested approval of Arizona Attorney General Office FY19 Victims' Rights Program Grant Agreement No. A.G. #2019-001, in the amount of \$19,702 with no match amount required. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Michael Whiting, County Attorney, requested approval to convert one Attorney III position to a Lead Prosecutor position (range 75) approving the job description and fill the position at 10% above the midpoint. Mr. Whiting also requested approval to promote Alane Moore from Attorney I to the vacant Attorney II position at the midpoint of the salary range and the salary changes are funded through the F19 budget. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

Mr. Shirley moved to adjourn the meeting at 8:58 a.m., seconded by Mr. Simshauser. Vote Was unanimous.

Approved this 6th day of August. 2018.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

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

Request approval of a Fireworks Permit for the Concho Fire Department on September 3, 2018.

BOS Meeting Date Requested 8/6/18

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

APPLICATION FOR SUPERVISED FIREWORKS DISPLAY PERMIT

Application is hereby made for the granting of a permit to conduct a supervised fireworks display. The display will be conducted as follows:

Name of Applicant Organization: CONCHO FIRE DEPT
 Address of Organization: P.O. Box 538 CONCHO, AZ 85924
 Phone Number of Organization: STATION 928-337-2681 CELL 928-551-8930
 Date/Time of Display: SEPT 3RD DUSK
 Address of Display Location: CINDER MOUNTAIN EAST OF CONCHO SCHOOL
 Name of Property Owner at Site of Display: MIKE SCOTT 928-521-3107
 Place of Storage of Fireworks: CONCHO FIRE STATION

1.) Information Regarding Pyrotechnic Operator:

Name: CHRIS SCHULTZ INTERIM FIRE CHIEF
 Phone Number: 928-337-2681 CELL 928-551-8930

Please attach an explanation of the qualifications, training, experience, or certification of the designated Pyrotechnic Operator. Also attach any relevant documentation or certifications.

2.) Information Regarding Fireworks: The following is a list of the numbers and kinds of fireworks intended to be discharged:

- a.) SEE ATTACHED "A"
- b.) _____
- c.) _____
- d.) _____

3.) This application must be accompanied by proof of a bond in the amount of at least \$1,000,000 or proof of general liability insurance in the same amount. Proof is hereby attached: Yes ☒ No ☐ "3"

4.) If the display area is within the boundaries of an existing fire district, please attach a letter from the Fire Chief or Fire District Board indicating approval. If the display area is not within the boundaries of a fire district, please attach a letter from an adjacent fire district or department indicating the availability of fire suppression services.

Documentation is attached: Yes ☒ No ☐ "2"

5.) A map of the display area must be attached to this application designating the proposed seating area for spectators, nearby structures, parking areas, public roads, the fallout zone, overhead lines, and designated fire department access to the area.

Map of display area is hereby attached: Yes ☒ No ☐ "D"

PERMIT FOR SUPERVISED FIREWORKS DISPLAY

Apache County hereby grants permission for a supervised fireworks display as follows:

GROUP/ORGANIZATION: CONCHO FIRE DEPT

Date/Time of Event: SEPT 3RD 2018

Location of Fireworks Display: CANISIN MOUNTAIN

Pyrotechnic Expert: CRAG SCHULTZ & CONCHO FIRE MEMBERS

Special Conditions of
Permit: _____

Standard Terms of Permit:

* THIS PERMIT IS VALID ONLY IF NO FIRE RESTRICTIONS ARE IN PLACE IN THE GEOGRAPHIC AREA OF THE DISPLAY SITE AT THE TIME IT IS SCHEDULED TO OCCUR.

*THE PYROTECHNIC EXPERT RESPONSIBLE FOR THE EVENT SHALL NOT CONDUCT THE DISPLAY UNLESS HE/SHE DEEMS IT SAFE CONSIDERING ALL CONDITIONS AND CIRCUMSTANCES AT THE TIME THE DISPLAY IS SCHEDULED TO OCCUR.

*THE DISPLAY SHALL BE CONDUCTED IN A MANNER CONSISTENT WITH NFPA 1123, CODE FOR FIREWORKS DISPLAY.

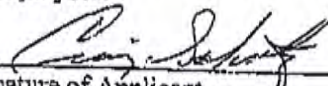
*IN THE EVENT THIS EVENT NEEDS TO BE RESCHEDULED FOR WEATHER OR OTHER REASONS, THIS PERMIT IS VALID FOR A PERIOD OF 48 HOURS AFTER THE SCHEDULED DATE AND TIME STATED HEREIN

Clerk of the Board

192000/2000

p.1

6.) By signing and submitting this Agreement, the Applicant certifies that the information herein is true and correct to the best of his knowledge, information and belief, and agrees to indemnify Apache County against any and all liability to any person or persons for or by reason of any conditions, whether defective or otherwise, of any fireworks, apparatus, equipment or fixtures furnished by the Applicant in connection with the fireworks display and against any and all liability to any person for or by reason of any act or omission of the Applicant or any of its agents or employees.


Signature of ApplicantDate: 12 July 2018

(Do Not Write Below This Line—To Be Filled Out by Sheriff or Designee Only)

CERTIFICATION OF SHERIFF:

Based on my review of the Application and inspection of the display area, I hereby:

☒ Approve of the display with standard conditions.

☐ Approve the display with the following special conditions:

☐ Disapprove the display. My reason for disapproving of the display is as follows:

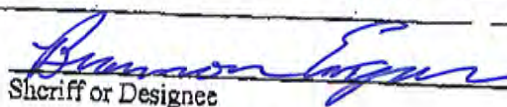

Sheriff or DesigneeDate: 7-19-18

Exhibit A**CONCHO FIRE DEPARTMENT****Monday, September 3, 2018****Total Aerial Effects 854****Opening:**

- 1** – 300 Shot Red & Blue "X" Basin
- 1** – 200 Shot Whistling and Crackling Basin

Aerial Display:

Your Aerial Display will contain a total of **317** aerial shells.

- 3" - 144** Chinese Fancy's & Specials
- 3" - 8** Titanium Salutes
- 4" - 144** Chinese Fancy's & Specials
- 6" - 9** Chinese Fancy's & Specials
- 8" - 9** Chinese Fancy's & Specials
- 10" - 3** Chinese Fancy's & Specials

Grande Finale:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Grande Finale consists of **37** aerial shells:

- 7** - 3" Titanium Salutes, **14** - 3" shells, **8** - 4" shells, **4** - 6" shells and **4** - 8" shells.

ATTACHED: B

GENERAL LIABILITY

This coverage contains the following four sections:

- **Coverage A. Bodily Injury and Property Damage Liability** protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- **Coverage B. Personal and Advertising Injury Liability** protects you when claims are made against you because of offenses such as false arrest, wrongful eviction or slander.
- **Coverage C. Professional Health Care Liability** protects you when claims are made against you as a result of your handling of patients, or providing, or failing to provide, medical services.
- **Coverage D. Medical Expense** protects you when claims are made against you as a result of injuries suffered by the public (not your volunteers or employees) because of your premises or operations. These expenses are payable even if the injury occurred through no fault of your own.

Coverages

Limits

Each Occurrence or Medical Incident.....	\$1,000,000
Personal and Advertising Injury (each offense).....	\$1,000,000
Fire Damage Legal Liability (any one fire).....	\$1,000,000
Medical Expense (each accident).....	\$5,000
General Aggregate.....	\$3,000,000
(the total payable in any policy term)	
Products / Completed Operations Aggregate.....	\$3,000,000
(the total payable in any policy term)	

Optional Coverages (apply only if checked)

☐ **Employer's (Stop Gap) Liability**

- Provides General Liability and Auto Liability coverage to you (the insured organization) if a volunteer or employee alleges they were injured on the job and are entitled to sue the organization and seek damages beyond the benefits available under the applicable Workers' Compensation statute.
- Needed when the insured's Workers' Compensation policy provided for your volunteers and/or employees does not contain Part Two — Employer's Liability.

☐ **Owned Watercraft Liability (boats exceeding 100 horsepower)**

ATTACHMENT "C"

Concho Volunteer Fire Department

CONCHO FIRE DEPARTMENT IS A DRUG FREE WORKPLACE
EQUAL OPPORTUNITY EMPLOYER

P.O. BOX 538, CONCHO AZ. 85924
86-0806196

Board Members:

Chairman: John Bedway Clerk: open
Member: Dennis Ambrose Member: Ken Blackburn Member: Richard Warber
Interim Fire Chief: Craig Schultz Assistant Chief: Craig Schultz

July 12, 2018

To whom it may concern:

The Concho Fire Department will be providing trained pyrotechnic personnel for the September 3, 2018 display in honor of Labor Day.

This display will be detonated from Cinder Mountain in Concho Valley, this location is within the Concho Fire district. Concho Fire Department will be providing fire suppression services during the performance.

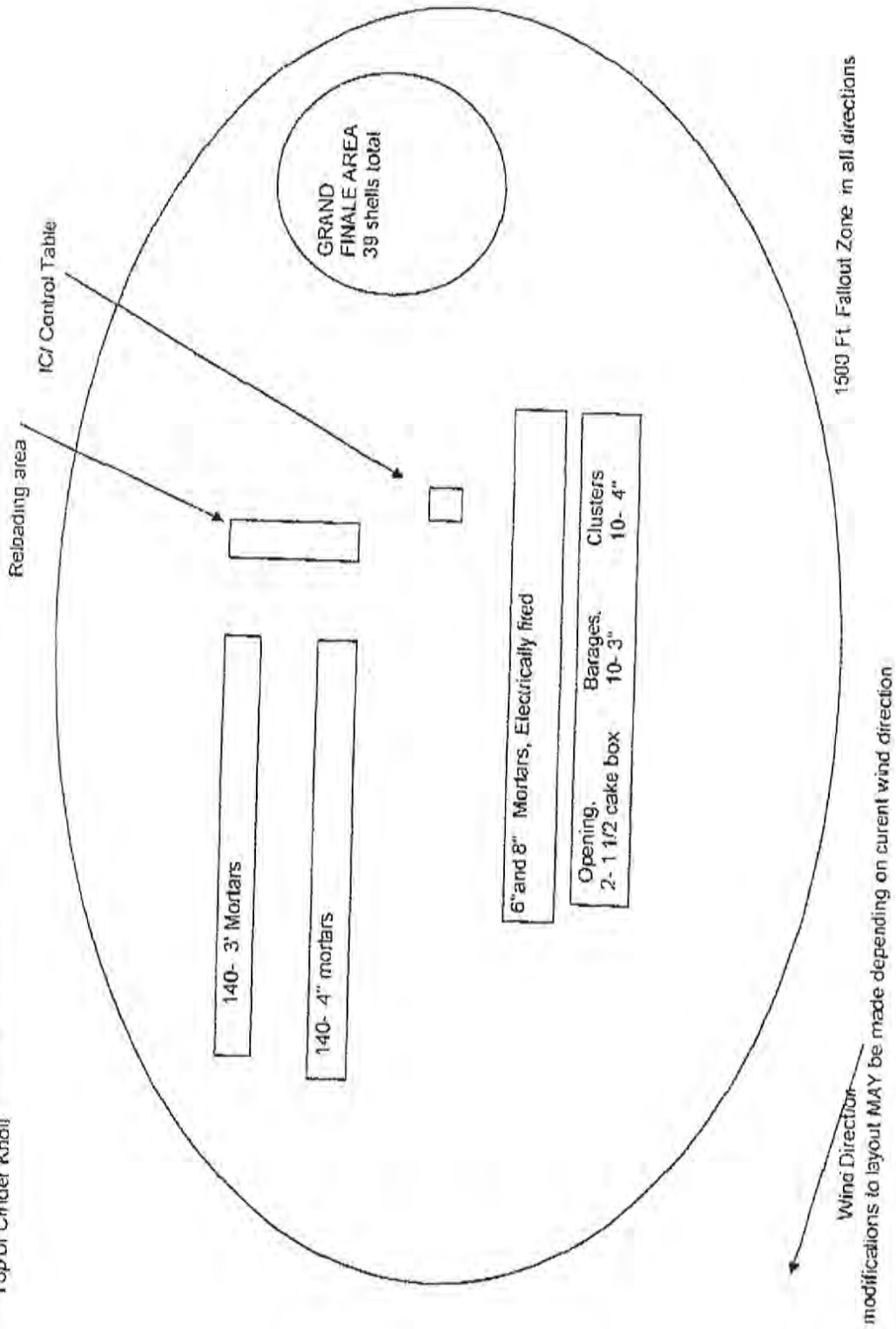
Respectfully,



Craig Schultz
Interim Chief
Concho Fire Department
(928) 337-2681 office
(928) 551-8930 cell

Attachment

Concho Fire Dept. Fireworks 9/16/2013
Top of Cinder Knoll



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

date/time stamp

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

County Manager

Date/Signature: _____



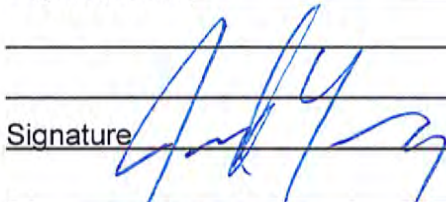
Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of a Resolution proclaiming August as Child Support Awareness Month.

BOS Meeting Date Requested 8/6/18

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



Beth Bond

From: Romo, Christian A <ChristianRomo@azdes.gov>
Sent: Tuesday, July 17, 2018 1:19 PM
Subject: Proclamation Request for Child Support Awareness Month, August 2018
Attachments: Governor's Proclamation - Child Support Awareness Month 2018.pdf; County Proclamation Draft Template.docx; Mayoral Proclamation Draft Template.docx; Gilbert Proclamation.pdf; Page Proclamation.pdf; Scottsdale Proclamation.pdf; Greenlee County Proclamation.pdf; La Paz County Proclamation.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 last paragraph of the Proclamation, "the Department of Economic Security Division of Child Support Services, 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 2017, 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 (602) 771-6279 and/or 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.

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

CHILD SUPPORT AWARENESS MONTH

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

WHEREAS, community partnerships serve children and families through a variety of programs and targeted resources, which helps support Arizonans by promoting awareness of needs, and assistance to meet those needs, while encouraging individual responsibility and working toward greater self-sufficiency; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and are better equipped with the courage to be their very best in life; 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, an informed parent can help make the child support system work, and with the state, local, and tribal child support programs, legislatures, and courts rallying to improve collaborative efforts for families; and

WHEREAS, the Department of Economic Security Division of Child Support Services, 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.

NOW THEREFORE, the Apache County Board of Supervisors hereby proclaim the month of August 2018 as

CHILD SUPPORT AWARENESS MONTH

PASSED AND ADOPTED this 6th day of August 2018.

Alton Joe Shepherd
Chairman of the Board

ATTEST:

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:

6/25/18



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

Request approval of a \$50,000 "pass through" disbursement from the State of Arizona to the Eastern Arizona Counties Organization for use with environmental programs and projects.

BOS Meeting Date Requested July 3, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



STATE OF ARIZONA REMITTANCE ADVICE

WARRANT NO
218752708

AGY: FOA

AGENCY CONTACT: Brett Larsen

602-364-1453

INVOICE NO.	INVOICE DT.	INVOICE DESCRIPTION	DOCUMENT/LINE NO.	INVOICE AMT.	DISCOUNT AMT.	NET AMT.
ECG 2018	04/16/2018	Disbursement of Environmental Program Funds SFY 2018 <i>100-6400-49200</i>	GAX, FOA, 180000048135 / 1	\$50,000.00	\$0.00	\$50,000.00

RECEIVED
MAY 01 2018
Brett Larsen
602-364-1453

IF REMITTANCE ADVICE ABOVE IS BLANK, SEE [HTTP://WWW.VENPAY.GAO.AZDOA.GOV/](http://www.venpay.gao.azdoa.gov/) FOR FURTHER DETAILS.EVER WONDER WHERE YOUR PAYMENT FROM THE STATE IS? OR, WHICH STATE AGENCY PAID YOU THROUGH DIRECT DEPOSIT/ACH? VISIT OUR VENDOR PAYMENT WEBSITE, [HTTP://WWW.VENPAY.GAO.AZDOA.GOV/](http://www.venpay.gao.azdoa.gov/).

VENDOR NAME: APACHE COUNTY

ISSUE DATE:

WARRANT AMOUNT:

VENDOR ID: PZ000007219

04/26/2018

\$50,000.00

FOLD OR SEPARATE AT COLORED LINE BELOW

STATE OF ARIZONA

NOT GOOD AFTER
VOID DATE SHOWN

DATE ISSUED
MO-DAY-YR
04/26/2018

VOID AFTER
MO-DAY-YR
10/23/2018

BANK
21

91-113
1221

WARRANT NO
8752708

DEPARTMENT
FOADOCUMENT ID
180000419631

PAY THIS AMOUNT
\$50,000.00

*****FIFTY THOUSAND AND 00/100 DOLLARS*****

PAY TO THE ORDER OF

APACHE COUNTY
APACHE COUNTY CITY MANAGER
PO BOX 428
ST JOHNS, AZ 85936

Brett Larsen
DEPARTMENT OF ADMINISTRATION
Douglas A. Duany
COUNTERSIGNED GOVERNOR

PAYABLE THRU STATE SERVICING BANK OF STATE TREASURER OF ARIZONA

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

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

Request approval of the tax exemption for the American Legion for parcel 203-38-005 pursuant to ARS 42-11153.

BOS Meeting Date Requested 8/6/18

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

7-25-2018

TO THE COUNTY BOARD OF SUPERVISORS:

I HAVE TO APOLOGIZE FOR NOT HAVE
OUR EXEMPTION FORM FILED ON TIME. THE PREVIOUS
ADJUDANTS FAILED TO DO THEIR JOBS PROPERLY. I
BECAME ADJUDANT ON JULY 10th, 2018. THE
FORMS WERE QUITE A MESS & WERE DISCOVERED
BY ME ON THE 23rd OF JULY.

PLEASE CONSIDER THIS NOT AS A EXCUSE
BUT AS AN ATTEMPT TO RECTIFY A SITUATION
I AM NOW TRY TO CORRECT.

Samuel J. Head
Arden ^{Los} Post 31 Adjutant
209.283.9223

Samuel J. Head



Apache County Assessor
PO BOX 770
Saint Johns, AZ 85936
(928)337-7624

AFFIDAVIT FOR ORGANIZATIONAL TAX EXEMPTION
Pursuant to A.R.S. 42-11101 through 42-11155

ORGANIZATION OR BUSINESS NAME

Name: **AMERICAN LEGION**

Address: PO BOX 837
SAINT JOHNS, AZ 85936

Please provide a new mailing address if applicable

CONTACT INFORMATION (Address if different than Applicant)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Email: _____

Remarks: _____

CHECK EXEMPTION TYPE:

RELIGIOUS ORGANIZATION ☐ NON-PROFIT ORGANIZATION ☒
CHARITABLE ORGANIZATION ☐ EDUCATIONAL PROPERTY ☐
VETERAN'S ORGANIZATION ☒ CEMETERY ☐
OTHER (SPECIFY TYPE) ☐ _____

Listing of Parcels Owned

203-38-005 R0032390

Please list any additional exempt parcels or vehicles

I HEREBY CERTIFY THAT I HAVE READ OVER THE FOREGOING
FACTS BEFORE SUBSCRIBING MY NAME HERETO, THAT THE
MATTERS HEREIN STATED ARE ALL TRUE TO THE BEST OF MY
KNOWLEDGE.

PROPERTY OWNER/AGENT _____ DATE _____

DEPUTY ASSESSOR OR NOTARY _____ DATE MY COMMISSION EXPIRES _____

NOTE: Signature must be notarized if not signed in the presence of Assessor's Office Personnel

NO
County Manager office
Change of 4th parcel.
JUNE 2019
LATEST
MARCH 1
SEPT.

APACHE COUNTY ASSESSOR
Rodger Dahozy



PO BOX 770
75 West Cleveland Street
Saint Johns, AZ 85936
(928)337-7624
FAX: (928)337-3386

December 21, 2017

AMERICAN LEGION

PO BOX 837
SAINT JOHNS, AZ 85936

Re: 2018 Organizational Tax Exemptions

Dear Property Owner:

This letter is your reminder to file for your property tax exemption for tax year 2018 per A.R.S. §42-11101 through §42-11155. Affidavits are accepted from January 1st through March 1st annually.

For your convenience we have enclosed an Affidavit for Organizational Tax Exemption. Please complete the Affidavit in its entirety and return to the Assessor's office at the address above no later than March 1, 2018. Applications must be signed in the presence of an Assessor staff member or a notary. Failure to return by March 1, 2018 will result in the removal of your tax exemption.

If additional properties have been acquired, they may only be added for exemption during this renewal period.

Please provide the following along with your Affidavit.

- ☒ Copy of exempt status letter from the IRS 501 c3
- ☒ Complete Articles of Incorporation
- ☒ Statement of use for each parcel, as well as the purpose of the organization
- ☒ Statement of use for vehicles, with complete vehicle identification number
(Complete Vehicle Identification Number(s) VIN are required for all vehicles)

If you should have any questions, please feel free to contact us at (928) 337-7624.

Sincerely,

Ram Ho Lee

Apache County Assessor's Office

If an organization is existing they will not have a flag to pull, their information should already be in the Exemption Access Database.

- 2) Print the Affidavits from the Exemption Access Database,
 - Open the Exemption Access Database.
 - From the main screen select the "Print Affidavits" button
 - An image of "ID 1" will appear, if you use the forward/back arrows on the bottom left of the image screen you will see all the organizations that have an affidavit available.
 - To print the entire batch of organizational affidavits, select the print icon on the top of the database page.
 - Select the correct printer properties and select ok to beginning printing.
- 3) Mail Affidavits to the organizations along with the appropriate informational letter
 - For New Organizations/Religious Groups or Charter Schools send the New Org Tax Exempt Letter found at S:\Exemptions\Organizations\NEW Org Tax Exempt letter
 - For Existing Organizations/Religious Groups or Charter Schools send the Existing Org Tax Exempt letter found at S:\Exemptions\Organizations\EXISTING Org Tax Exempt letter

Non-Profit Organizations

Affidavits are accepted between January 1 and March 1 of each year. Make sure to date stamp the affidavit when received in the office. New and renewal non-profit organizations must apply annually for the exemption. In most cases, the property will be 100% exempt, however, the exemption depends on use, so some properties may be only partially exempt.

For a new application the organization will need to provide:

- The organization can use the AZ DOR form 82514A-Affidavit for Organizational Tax Exemption form or the Affidavit that our office will provide to them from our Exemption Access Database. Applicant will need to list all parcels, mobiles and vehicles they wish to receive the exemption for. Affidavits must be notarized or witnessed by a deputy assessor.
- A copy of their 501(c)3 from the IRS
- A copy of their Articles of Incorporation
- A statement of use for each property and/or vehicle
- Any additional supporting documents such as leases, incorporation paperwork, etc.

For existing organizations they will need to provide:

- The AZ DOR form 82514A-Affidavit for Organizational Tax Exemption or the Affidavit that our office will provide to them from our Exemption Database. They will need to list all current parcels and vehicles they wish to continue to receive the exemption on plus any new parcels, new vehicles or replacement vehicles. If using our affidavit, they can edit the information we provide. Affidavits must be notarized or witnessed by a deputy assessor
 - A new vehicle can only be added during the application period and must include a statement of use.
 - A replacement vehicle can replace any existing vehicle at any time during the year. The organization must notify the office which vehicle they are replacing.
 - Create a new document. (Follow the instructions in the "Tyler process section") scan the sign Affidavit. In the document & Account notes, enter whether it is Religious or Non-Profit Org approve for current year, your initials. (In the Document notes typed the date you entered the notes).

In the event the deadline is missed, existing organizations may apply for forgiveness from the Board of Supervisors for all parcels owned. However, forgiveness is **NOT** granted for first time applicants. Organizations have until mid-July to request forgiveness, it will not be granted after the tax rates are set and the roll is delivered.

- To apply for forgiveness the organization must submit a letter requesting forgiveness to the Assessor's office.
- The Assessor's office will create an agenda item for the Board of Supervisors attaching the letter and the application.
- The board provides a denial or approval, for the approval we will process a tax roll correction and add their information into Tyler and the Exemption Access Database.

Religious Organizations/Charter Schools

Affidavits are accepted between January 1 and March 1 of each year. Make sure to date stamp the affidavit when received in the office. A religious organization whose 501(c)3 states they are considered religious, are perpetual and

42-11153. Deadline for filing affidavit

A. Except as provided in section 42-11104, subsection E, section 42-11109, subsection B, section 42-11110, subsection B, section 42-11111, subsection H, section 42-11131, subsection C and section 42-11132, subsection C and section 42-11132.01, subsection C, a failure by a taxpayer who is entitled to an exemption to make an affidavit or furnish evidence required by this article between the first Monday in January and March 1 of each year constitutes a waiver of the exemption.

B. If a widow or widower or person with a disability whose property is exempt from tax under section 42-11111, or an organization that is exempt from federal income tax under section 501(c) of the internal revenue code and is exempt from property tax under article 3 of this chapter, submits a petition after the deadlines prescribed by subsection A of this section, the person or organization may have the waiver redeemed by the county board of supervisors at any regular meeting, except that no taxes that were due and payable before the petition was submitted may be refunded or abated.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

SUPERIOR COURT

Dale Hansen

Date/Signature 7/30/18

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

PERMISSION TO REJECT ALL BIDS FOR BID # 201804. THERE WERE NO BIDS RECIEVED

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

RP

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

date/time stamp

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

Planning & Zoning

Date/Signature: TR 7/30/18

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

Request approval of a Conditional Use Permit allowing Tim Towers dba Tower Ranch Assisted Living Center to
operate a 12-bed assisted living Center in an existing home. Property is located in Concho, AZ. A.P.N
201-46-298A. Planning & Zoning Commission recommended approval on July 12, 2018 with these conditions: 1.
This approval does not affect or impact the CC&R's 2. There will be no on-street parking permitted, and 3. The
facility shall not be expanded past 12 beds without an amended conditional use permit.

BOS Meeting Date Requested August 6, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER

12-Bed Assisted Living Center

APPLICANT/PROPERTY OWNER

Tim Tower

PUBLIC HEARING DATE

July 12, 2018

PROPERTY ADDRESS/LOCATION

#3 CR 5089, Concho, AZ 85924

BRIEF SUMMARY OF REQUEST

Applicant wants to run a 12-bed assisted living center in his large home in Concho. In 2005, the applicant obtained a Conditional Use Permit for this house for the same purpose, but ultimately used a different location for the business. Now he wants to relocate the business to his house; the house is already modified and prepared to be used as an assisted living center. There would be no modification to the outside of the house or yard.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General Zone	Residential	Residential lots – vacant and occupied	Large home, pool, tennis court.	1.1 acres

COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN

The Concho Community Plan discusses the need for economic development and community facilities. An assisted living center could fill a need for both goals.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

Assisted living centers require a CUP under the zoning ordinance. This allows the Commission to recommend any conditions needed to reduce potential land use conflicts between the proposed use and the surrounding neighbors.

PROPERTY INFORMATION

The property is in a residential subdivision just west of the old Concho golf course. The house is surrounded by vacant residential lots except one home circled in red on the attached satellite image. The road to the house is a county-maintained gravel road. The first floor of the house was modified in 2005 to be used as an assisted living center.

Staff Recommendation - Approve

The P&Z Commission recommended approval for this application. With this proposed use, the disruption to the neighborhood would be minimal. The main impact would be employees and family members coming to and from the facility. The Commission added a couple conditions that would mitigate that concern such as requiring that employees or visitors do not park next to on or on the road. They have to park on Tim Tower's property.

On the positive side, the facility could provide a few jobs, and a place for Concho residents to put parents or relatives without sending them further away.



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 Tim Tower/Hawer Ranch Assisted Living Center dba
Mailing Address P.O. Box 770 Concho, AZ 85924-0770

Contact Person Tim Tower
Phone 928-205-1134 Fax _____
Email betfreelle@yahoo.com

PROPERTY INFORMATION

Assessor's Parcel # 201-46-248A
Township 12N Range 26E Section 19
Subdivision Concho Valley Unit 5-B
Unit # 5B Lot # 298A
Address/Location #3 CR 5089

Existing Zoning Agriculture
Existing Land Use Residential
Lot Size 1+ Acre

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

To Establish a 12 Bed Assisted Living Center in the lower living space of our home.

Temporary Use: ____ Yes ☒ No

OFFICE USE ONLY

Received By Spearce Date 6/11/18
Receipt # _____ Fee 500.00
Permit # 2018-18
Related Cases 2013-39
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

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.
- ☐ Seventeen copies of all plans and drawings.
- ☒ Map to property.
- ☒ A non-refundable filing fee: \$500.00
- ☐ 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

Tim Tower Date 6-11-18

Signature of Property Owner (if not the applicant)

Date _____

COMMISSION ACTION

☒ Approved ☒ with Conditions ☐ Denied

Resolution # _____ Date _____

Chairman [Signature] Date 7/12/18

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____

Supervisor _____ Date _____

12/7/2017



T 1211 R 26 E

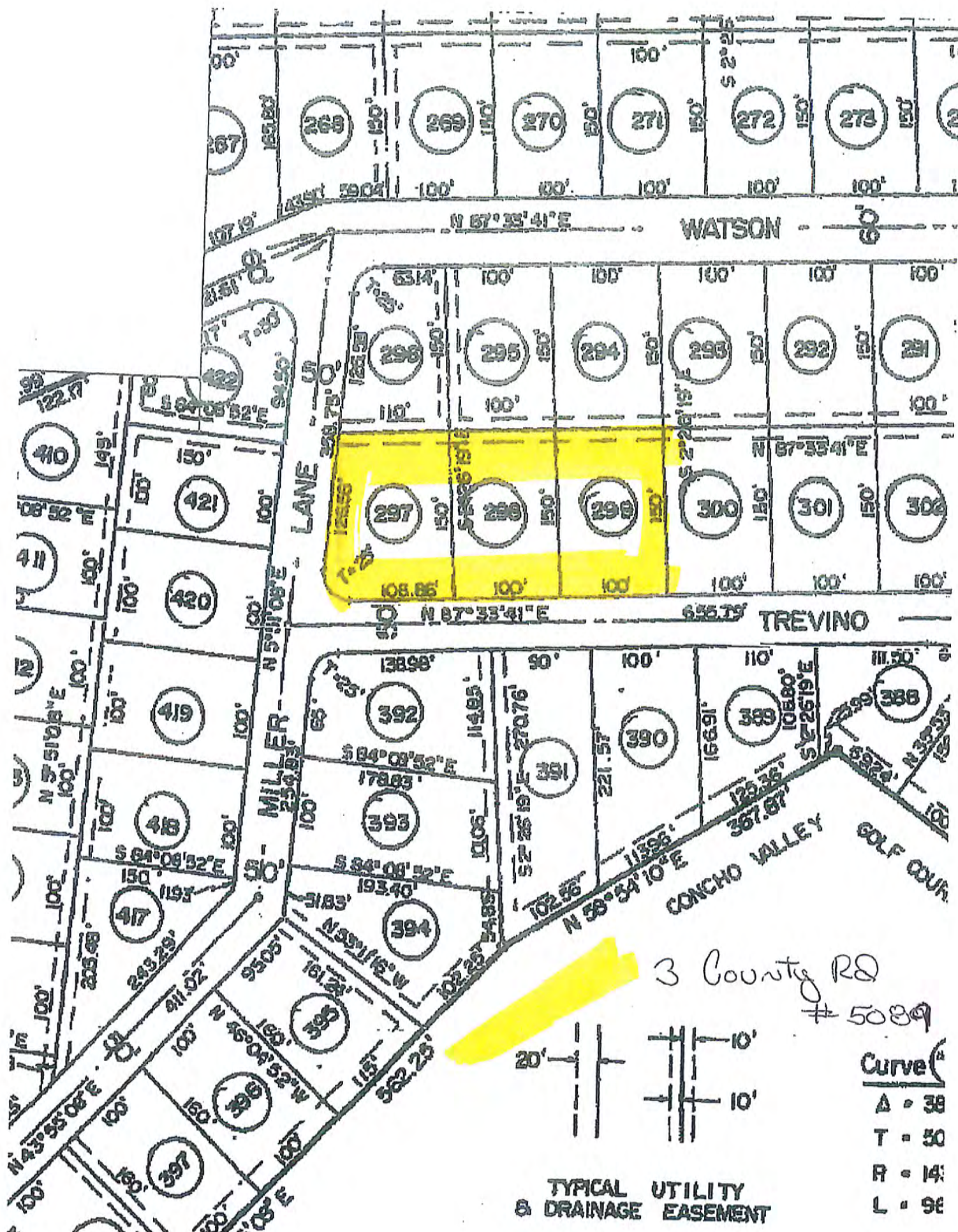
See 201-9

2072

CONCHO VALLEY UNIT FIVE

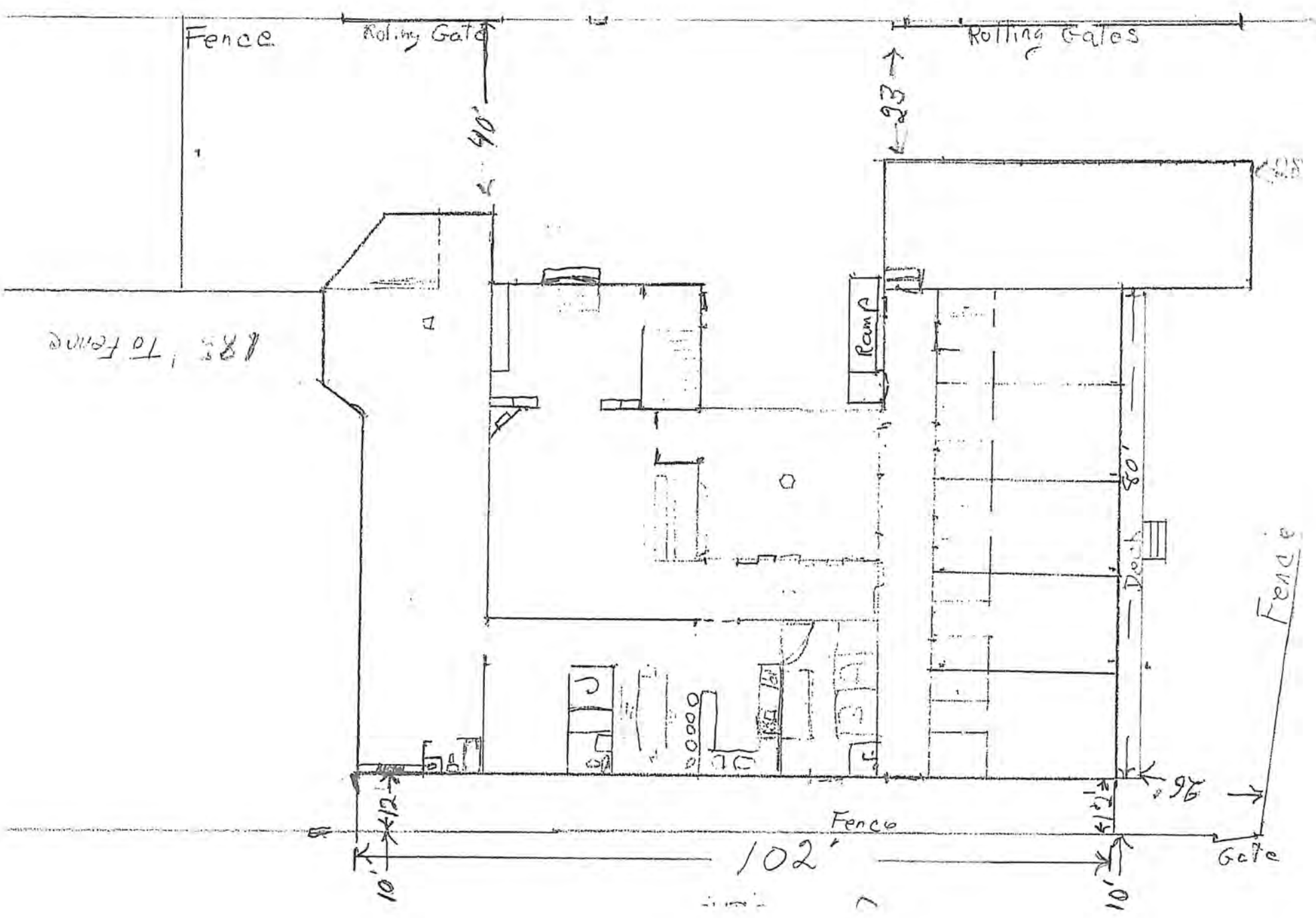
A SUBDIVISION OF PART OF SECTION 19, T12N, R26E, G. & S.R.B. & M.
APACHE COUNTY, ARIZONA











APACHE COUNTY, ARIZONA
CONDITIONAL USE PERMIT APPLICATION

Owner/Applicant name: **Tim Tower / Tower Ranch Assisted Living Center**
Address: **#3 County Road 5089, Concho, Az. 85924**
Telephone: **(928) 205-1134**

Description of "Conditional Use (s)" requested: 12 bed assisted living center.

Assessor's Parcel Number: 201-46-298A.

Legal description or location of applicable property: Concho Valley Unit 5B, Lots 297, 298, & 299. Special conditions and uses adjoining this property that lends favor to the acceptance of this request:

Applicant proposes to provide all of the lower living space of his dwelling to be designated as an assisted living center (ALC). This area is perfectly suited as an ALC and can be set up as an ALC without major modification. There are six large bedrooms (each with individual baths, that are handicapped equipped) and separate living, kitchen, laundry, and dining areas, which are available on the same level for the potential residents. Additionally, the area has extra wide hallways, which will provide easy access for a wheelchair or walker use. Due to the nature of the proposed facility, there would not be a need for large signs or extra parking for vehicles beyond the space currently provided on the property. Owner has a desire to provide excellent living conditions of people with such a need (particularly senior citizens) Also, it has been determined through discussions with local area health care providers and other ALH and centers: there is a current demand for such a facility.

Impact statement: Approximately seven employees, will be negligible impact on traffic as it will be one to three employees on duty at any given time. Water is provided by LIVCO Water Company and sewage CWID. Nearest neighbor is over 300 feet away, and there is no requirement for external modifications for parking or landscape. There will be no impact on natural resources.

Neighborhood community meeting: Notice of neighborhood community meeting and notification of pending conditional use permit application was mailed to all property owners within 300 feet of property line June 1, 2018, informing them of the neighborhood community meeting and contact information of applicant (copy of letter enclosed)

Citizens participation report: Meeting was held on Sunday June 10th, 2018 at #3 Apache County Road 5089 Concho, AZ. Only one person attended and after answering her questions she was totally in favor of our plans and wished us well. Her name is Sherry Gooder P.O. Box 536 (Lot number 201-46-381) Concho, AZ. 85924.

Signature of Applicant: _____

Date: 6-11-18

To Our Neighbors

June 1, 2018

This is to inform our neighbors that Tim and Bonnie Tower (dba Tower Ranch Assisted Living Center) are applying for a conditional use permit to operate a twelve bed assisted living center on the first floor of our home. Our address is #3 CR 5089 Concho, AZ 85924. We are holding an neighborhood community meeting to answer any questions of concerns. Sunday afternoon June 10th, 2018 from 3:00 p.m. to 5:00 p.m. My cell phone number is (928) 205-1134, please feel free to call me with any questions or comments.

Sincerely,

Tim and Bonnie Tower

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

date/time stamp

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

County Manager

Date/Signature:

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

Sheriff's Office: Discussion and possible approval of a resolution lifting the fire restrictions previously imposed under Resolution 2018-06.

BOS Meeting Date Requested 8/6/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

RESOLUTION NUMBER: 2018-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, LIFTING EMERGENCY FIRE RESTRICTIONS PREVIOUSLY IMPOSED
BY THE BOARD IN RESOLUTION #2018-6**

WHEREAS, the Apache County Board of Supervisors previously imposed emergency fire restrictions by Resolution #2018-06 adopted April 19, 2018; and

WHEREAS, the conditions that warranted enactment of the emergency fire restrictions are no longer present and do not present the same severity of risk to Apache County natural resources, people, and economic activity; and

WHEREAS, the Board of Supervisors of Apache County now desire to lift the fire restrictions previously imposed upon all of the unincorporated areas of Apache County not under the jurisdiction of federally recognized Indian Tribes and other federal and state owned land;

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

That the fire restrictions imposed by Resolution #2018-06 approved on April 19, 2018, and any other restrictions are hereby lifted as of July 16, 2018 and such resolution and accompanying restrictions shall have no effect in Apache County.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this ____ day of _____, 2018.

Alton Joe Shepherd, Chairman of the Board

ATTEST:

Ryan Patterson, Clerk of the Board

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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

Resolution # 2018 -10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, DECLARING STAGE III FIRE RESTRICTIONS DUE TO SEVERE
TEMPERATURES AND EXTREME FIRE DANGER**

WHEREAS, Apache County Board of Supervisors has previously enacted Ordinance 2018-03 establishing the Apache County Outdoor Fire Ordinance detailing restrictions and punishments in certain situations of high fire danger, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, the people, lands, infrastructure and economic activities within the boundaries of Apache County are under imminent threat from wildfire due to strong winds, relatively high temperatures, forecasted weather conditions and extremely dry conditions such that the potential of a catastrophic disaster is highly likely, and;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

NOW, THEREFORE, BE IT RESOLVED, that, effective May 16, 2018 at 12:01 a.m., the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 3 Fire Restrictions as defined in Apache County Ordinance 2018-03, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on May 15, 2018.

APACHE COUNTY BOARD OF SUPERIVOSRS

A handwritten signature in black ink, appearing to be "Alton Joe Shepherd", written over a horizontal line.

Alton Joe Shepherd
Chairman of the Board

ATTEST:

A handwritten signature in black ink, appearing to be "Ryan Patterson", written over a horizontal line.

Ryan Patterson
Clerk of the Board

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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

Resolution # 2018 - 09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, DECLARING STAGE II FIRE RESTRICTIONS DUE TO SEVERE
TEMPERATURES AND EXTREME FIRE DANGER**

WHEREAS, Apache County Board of Supervisors has previously enacted Ordinance 2018-03 establishing the Apache County Outdoor Fire Ordinance detailing restrictions and punishments in certain situations of high fire danger, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, the people, lands, infrastructure and economic activities within the boundaries of Apache County are under imminent threat from wildfire due to strong winds, relatively high temperatures and extremely dry conditions, and;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

NOW, THEREFORE, BE IT RESOLVED, that, effective May 4, 2018 at 12:01 a.m., the Board of Supervisors of Apache County, Arizona, does hereby establish Stage II Fire Restrictions as defined in Apache County Ordinance 2018-03, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on May 2, 2018 2018.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: Alton Joe Shepherd
Chairman of the Board

ATTEST:

Ryan Patterson
Clerk of the Board

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

ALTON JOE SHEPHERD
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 394, Ganado, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

Resolution # 2018 - 06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, DECLARING STAGE 1 FIRE RESTRICTIONS DUE TO SEVERE
TEMPERATURES AND EXTREME FIRE DANGER**

WHEREAS, Apache County Board of Supervisors has previously enacted Ordinance 2018-03 establishing the Apache County Outdoor Fire Ordinance detailing restrictions and punishments in certain situations of high fire danger, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, the people, lands, infrastructure and economic activities within the boundaries of Apache County are under imminent threat from wildfire due to strong winds, relatively high temperatures and extremely dry conditions, and;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

NOW, THEREFORE, BE IT RESOLVED, that, effective April 20, 2018 at 12:01 a.m., the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 1 Fire Restrictions as defined in Apache County Ordinance 2018-03, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on April 19, 2018.

APACHE COUNTY BOARD OF SUPERVISORS

By

Alton Joe Shepherd
Chairman of the Board

ATTEST:

Ryan Patterson, Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Rec'd
7/10/18

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

Apache County Sheriff's Office

Date/Signature: Bernie Siger 7-9-18

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-19-001 between 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 \$216,257. The grant requires a 25% match that will be paid utilizing RICO Funds.

BOS Meeting Date Requested 8/7/18

PRE-AGENDA ITEM REVIEW

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

Legal Review: See email

Signature: See the attached email

Finance Review: _____

Signature: See the attached email

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials RP

Stephenie Puzzi

From: Joe Young
Sent: Thursday, June 28, 2018 11:22 AM
To: Stephenie Puzzi
Cc: Shane Bevington
Subject: RE: ACJC Grant Award FY 19

I have reviewed it and am ok with the documents from a legal perspective.

From: Stephenie Puzzi [mailto:spuzzi@co.apache.az.us]
Sent: Wednesday, June 20, 2018 4:06 PM
To: Joe Young
Cc: Shane Bevington
Subject: FW: ACJC Grant Award FY 19

Joe,

Can you please review for approval in order to put the grant agreement on the BOS agenda?

Thank you,
Stephenie

From: Haney, Anna <ahaney@azcjc.gov>
Sent: Monday, June 4, 2018 3:12 PM
To: Shane Bevington <sbevington@co.apache.az.us>; Joseph Dedman Jr. <jdedman@co.apache.az.us>; Stephenie Puzzi <spuzzi@co.apache.az.us>
Subject: ACJC Grant Award

DGVCC Grantee,

Our office is pleased to inform you that your agency has been selected for an award under the FY19 Drug, Gang and Violent Crime Control Grant Program, Cycle 32. There are a couple additions to the grant agreement this year including provision #7 (page 2) and the special condition #11 (page 15). **Attached is a detailed letter regarding a newly updated emergency reimbursement process and grant agreement process we will need to follow beginning July 1, 2018.**

The following additional documents are attached:

- Award letter
- Grant Agreement
- Grant Agreement Instructions- please check the checklist (page 2) to ensure all additional documents have been completed and sent to ACJC.
- Emergency Allocation of DEA funds

Please process the grant agreement and return to our office for execution. *Please note that ACJC will be unable to process payment until the grant agreement has been fully executed and all required documents are sent in.*

Our office looks forward to a continued partnership.

Thank you,

Stephenie Puzzi

From: David Lamm
Sent: Monday, June 25, 2018 2:59 PM
To: Stephenie Puzzi
Subject: RE: ACJC Grant Award FY 19

Stephenie,

This looks good.

Thanks,

David Lamm
Apache County Finance Department
75 W. Cleveland St.
St. Johns, AZ 85936
(928) 337-7634
dlamm@co.apache.az.us

From: Stephenie Puzzi
Sent: Wednesday, June 20, 2018 4:11 PM
To: David Lamm <dlamm@co.apache.az.us>
Subject: FW: ACJC Grant Award FY 19

David,

Can you please review for approval in order to put the grant agreement on the BOS agenda?

Thank you,
Stephenie

From: Haney, Anna <ahaney@azcjc.gov>
Sent: Monday, June 4, 2018 3:12 PM
To: Shane Bevington <sbevington@co.apache.az.us>; Joseph Dedman Jr. <jdeman@co.apache.az.us>; Stephenie Puzzi <spuzzi@co.apache.az.us>
Subject: ACJC Grant Award

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Our office is pleased to inform you that your agency has been selected for an award under the FY19 Drug, Gang and Violent Crime Control Grant Program, Cycle 32. There are a couple additions to the grant agreement this year including provision #7 (page 2) and the special condition #11 (page 15). **Attached is a detailed letter regarding a newly updated emergency reimbursement process and grant agreement process we will need to follow beginning July 1, 2018.**

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Our office looks forward to a continued partnership.

Thank you,



Anna N. Haney

Program Coordinator- Drug, Gang, and Violent Crime Control

Arizona Criminal Justice Commission

1110 W. Washington, Suite 230, Phoenix, AZ 85007

O (602) 364-1186 | F (602) 364-1175

www.azcjc.gov



Our mission is to continuously address, improve, sustain and enhance public safety in the State of Arizona through the coordination, cohesiveness, and effectiveness of the Criminal Justice System



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT

ACJC Grant Number DC-19-001
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1st day of June, 2018 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, 2018 and terminate on June 30, 2019. 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 Sheriff's Office
P.O. Box 518 370 S. Washington Street
St. Johns, Arizona 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	\$130,932.00
Fringe Benefits (for salaries/overtime)*	\$85,325.00
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	
TOTAL	\$216,257.00
Positions Funded: Drug Taskforce Commander (1.00), Administrative Coordinator (1.00), Sheriff's Office Deputy/Detective (1.00)	
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 matching amount for this award is \$54,064.00. The total to be paid by the COMMISSION under this Agreement shall not exceed \$86,503.00 in State Funds and \$75,690.00 in Federal Funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA). Payment of Federal funds is contingent upon the COMMISSION'S receipt of the FY 2017 Byrne/Justice Assistance Grant (JAG). The COMMISSION may amend this agreement to reflect any additional special conditions imposed by BJA in the FY 2017 Byrne/JAG Federal grant agreement.
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 open award of federal funds or if it receives an award of federal funds other than 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, 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 *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.

Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

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 Conference Cost Chapter.
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 *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* 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: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
42. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide.
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2016. 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, 2016
<https://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.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/portal/public/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. 2016-DJ-BX-0542 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 of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. 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.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

54. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment 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 Equal Treatment 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#NDPFail>
[h](#)

55. 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.

56. 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.
57. 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.
58. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). 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.

59. 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>

60. 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.

61. 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: <https://www.niem.gov/about-niem/grant-funding>

62. 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: http://www.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.

63. 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.

64. 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.

65. 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.

66. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
67. 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).
68. 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.
69. 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.
70. 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.
71. 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.
72. 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.

73. 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.
74. 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.
75. 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.
76. 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.
77. 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. 200.80 and 2 C.F.R. 200.307.
78. 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.
79. 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.
80. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
81. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of 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 42 U.S.C section 3789g 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. 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.
6. 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.
7. 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.
8. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperofmancetools.org). For more detailed

information on reporting and other JAG requirements, refer to the AJG 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.

9. 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.
10. 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.
11. GRANTEE must submit the following documents within 45 days of award. Failure to submit the required documents will result in a withholding 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 2017 Byrne/JAG grant, the GRANTEE must submit the properly executed certifications regarding compliance with 8 U.S.C § 1373.

- d. Certifications and Assurances by the Chief Executive of the Applicant Government. Certification can be obtained at: <https://www.bja.gov/Jag/pdfs/FY2017-Byrne-JAG-ULG-Local.pdf>
 - e. Certifications and Assurances by the Chief Legal Officer of the Jurisdiction. Certification can be obtained at: <https://ojp.gov/funding/Explore/pdf/FY17-ByrneJAGSection1373Cert.pdf>
12. 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.
13. 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.
14. 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 implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine

laboratory operations.

15. 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.
16. 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.
17. 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.

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
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- 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.

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

date/time stamp

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

Sheriff's Office

Date/Signature: _____

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

Sheriff's Office: Discussion and possible approval to allow the payment of overtime at 100% of normal salary for FLSA exempt Sheriff's Office employees, subject to availability of appropriated funds, when the overtime work is performed subject to a current existing grant to reimburse the County for such wages, and payment of documented hours worked within the last six months pursuant to such grant.

BOS Meeting Date Requested 8/6/18

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 _____

Beth Bond

From: Joe Young
Sent: Monday, July 23, 2018 1:08 PM
To: Beth Bond
Subject: Agenda Item for next meeting

Sherriff's Office: Discussion and possible approval to allow the payment of overtime at 100% of normal salary for FLSA exempt Sheriff's Office employees, subject to availability of appropriated funds, when the overtime work is performed subject to a current existing grant to reimburse the County for such wages, and payment of documented hours worked within the last six months pursuant to such grant.

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

date/time stamp

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

County Manager

Date/Signature: _____



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

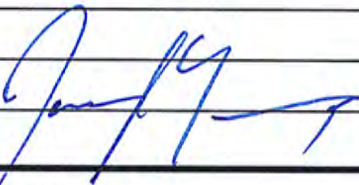
County Manager: Discussion and possible approval of an Independent Contractor Agreement between Apache County and Veritus Research Consulting and its agent, Doyel Shamley for environmental and natural resource related issues.

BOS Meeting Date Requested 8/6/18

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

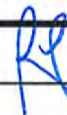
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials





INDEPENDENT CONTRACTOR AGREEMENT (Apache County Intergovernmental Consultant)

This Agreement for independent contractor services is entered into between Apache County acting by and through the Board of Supervisors ("County") and Veritas Research Consulting LTD and its agent, Doyel Shamley ("Contractor") as follows:

RECITALS:

1. The County desires to contract with an outside professional provider to represent its citizens in legislative actions, environmental reviews, and negotiations with the U.S. Forest Service, U.S. Fish and Wildlife Services, USDA-APHIS, USDA-APHIS-WS, Bureau of Land Management, AZDFFM, AZDA, AZDWR, ACA, AZCC, Legislative Bodies and other parties.
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

- Assist in intergovernmental relations with federal and state agencies when appropriate;
- Assistance in the coordination of natural resource planning, issues analyses and decision support to County;
- Coordination of National Environmental Policy Act (NEPA) and FLPMA projects and roles and responsibilities of the County as a Coordinating Agency under NEPA;
- Management of environmental reviews related to federal actions which require County social, cultural and economic impact analyses and reporting;
- Review areas for policies and/or ordinance development, where directed. Develop ordinance proposals where appropriate;
- Add forest health specific component to the County Land Plan for United States Forest Service consistency reviews in the ASNF and plan revisions;
- Provide support for County departments regarding environmental and natural resource legislation;
- Advise County departments on natural resource, environmental, and related socioeconomic issues;
- Other such resource planning, management and analysis of projects involving natural and socioeconomic resources as directed by the County Board of Supervisors.

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 **\$50.00** (fifty dollars) an hour not to exceed a total

annual amount of \$45,000.00 (forty-five thousand dollars). Contractor shall be reimbursed, upon presentation of proper receipts, up to \$15,000.00 (fifteen thousand dollars) to be spent towards expenses such as travel, administrative costs, expert fees and other items required to carry out this Agreement. This Agreement shall remain in full force and effect for a period of one year, with an automatic renewal each year unless earlier terminated by the parties.

On the last Thursday of each month, the Contractor will submit to the County a demand for payment. The County will submit a demand to Apache County Finance. Payment will be made directly to the Contractor in accordance with Apache County's standard procedures for processing demands.

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.
- d. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

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.
- 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 under the Apache County Human Resources Policy Manual. 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.

Contractor shall provide County with current certificates of insurance. Contractor shall provide to the County written guarantee of thirty (30) days written notice to the County of cancellation, non-renewal or material change.

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).

9. Agency

Contractor shall have authority to act as an agent for County in negotiations with the US Forest Service and any other agencies as required in the performance of its services, excepting that Contractor may not financially obligate the County without prior written consent of the County Board of Supervisors.

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 6th, 2018

Expiration Date: August 5th, 2019

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

For and on behalf of the County:

Alton Joe Shepherd, Apache County
Chairman of the Board of Supervisors

Date _____

Contractor:

Doyel Shamley
(Contractor)

Date _____

Approved as to form:

Michael B. Whiting
County Attorney

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: _____

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

Discussion and possible approval an agreement between District II and Navajo Sanitation Inc., for trash removal.

BOS Meeting Date Requested 8/6/18

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



06/18/2018

Navajo Sanitation, Inc.



PO Box 237 Window Rock, AZ 86515
 2 Miles North of Jct. 264 on Route 12
 PH: (928) 871-4395
 FX: (505) 797-0745

Email:
 General Inquiry admin@navajosanitation.com
 Roll Off Inquiry info@navajosanitation.com
 Commercial Inquiry com@navajosanitation.com

Account Number: 2615 - RENEWAL

Account Name: APACHE COUNTY DISTRICT 2

Job Site - Physical Address

Address 1: _____
 Address 2: _____
 City: FT DEFIANCE
 State: AZ Zip: 86504

*Map Attached? _____

Billing Address

Address 1: PO BOX 994
 Address 2: _____
 City: GANADO
 State: AZ Zip: 86505

Accounts Payable Dept

Contact Name: CHRIS WAUNKA
 Phone Number: (928) 755-3881
 Fax Number: (928) 729-2147

Title: ACCOUNTS PAYABLE
 Email: CWAUNKA@CO.APACHE.AZ.US
 Cell Number: (928) 729-2141

Company Federal ID: _____

Bin Size	Quantity	1x weekly p/u	2x weekly p/u	3x weekly p/u	4x weekly p/u	5x weekly p/u	6x weekly p/u
2 cy.							
3 cy.							
4 cy.							
6 cy.	1	\$280.50					
8 cy.							

**Locking System:

☐	YES
☒	NO

(There is a \$10 Monthly Charge for locking systems)

Schedule of Charges

Monthly Bin Service	\$280.50
Locking System	
Monthly Maintenance Fee	\$0.00
Extra Pick up Charge	
6% NN Tax	\$16.83
Monthly Cost	\$297.33
Annual Cost*	\$3,567.96

This quotation is based on the bin size indicated above and is subject to the conditions below:
 Price is based on bin size capacity with the lid closed. Navajo Sanitation, Inc. (NSI) is not obligated to collect the additional solid waste placed on top or on the side of the bin. Collection of additional solid waste, with authorized approval, will be an additional charge based on the extra amount. The bin is for non-hazardous waste only. The following items are non-acceptable: batteries, hazardous materials/chemicals (paint, motor oil, acid, etc.), tires, animal carcasses, dirt, concrete, and/or burning with the bin). Bins shall be accessible on the scheduled pick-up day. Upon acceptance of this quotation, the Customer will be required to sign a three-year agreement. *Please note, for changes or new services, delivery, install and setup fees may apply.

This is a legal binding contract. Navajo Sanitation, Inc. agrees to provide, and customer agrees to accept the above services and equipment at the charges and frequency of collection as indicated above, and subject to the terms and conditions on the reverse side hereof.

Only applicable to accounts located off the Navajo Reservation: Any taxes or fees imposed by the State of Arizona, Coconino County and/or the City of Page will be added to the monthly costs.

To accept, sign here and return: _____

Date: _____

NSI complies with the Navajo Preference Program and
 is Certified Priority #1

Navajo Sanitation, Inc.'s Terms & Conditions

SERVICES RENDERED, WASTE MATERIALS:

1. **Customer** grants to Company the exclusive right, and Company shall furnish equipment and services to collect and dispose of and/or recycle all of Customer's waste materials. "Waste Materials" specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic or hazardous waste. If the bin is found with any unacceptable items, such as listed above, the load will be rejected and returned to the customer; customer will be responsible for ensuring the bin has been cleaned and decontaminated at customer's expense; in addition, payment will be due to Navajo Sanitation, Inc. for any cost incurred and customer will provide written guarantee the bin has been properly cleaned.

2. **TERM:** The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above. Unless either party gives the other party written notice at least ninety (90) days prior to the end of the initial term of its intent not to renew this Agreement, the agreement shall be extended for an additional twelve (12) months from the end of the initial term. Either party shall thereafter have the option of terminating this agreement at the end of the current twelve (12) month extension period by giving written notice of such non-renewal at least ninety (90) days prior to the end of the then current extension period. If no such written notice is given, then this Agreement shall renew for successive twelve (12) month extension periods.

07/01/2018 - 06/30/2021

Company shall provide written notice to Customer of the pending renewal and right to non-renew the Agreement not less than 30 days before the end of the period in which such Customer may non-renew this agreement.

3. **CHARGES, PAYMENTS AND ADJUSTMENTS:** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within fifteen (15) days of the date of Company's invoice. Customer shall pay a late charge of 5% per month for each past due invoice. Company may increase the charges to account for any increase in disposal, fuel or transportation costs; any change in the composition of the waste materials or increases in the average weight per container of waste materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God, such as floods, fires, etc. Company may also increase the charges to reflect the increases in the Consumer Price Index for the municipal or regional area in which Service Address is located. Customer shall pay the above increased charges upon receipt of notification and explanation of the same from Company which shall be provided at least thirty (30) days before the increased charges go into effect. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties.

4. **CHANGES:** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to in writing, fax or email, or by the actions and practices of the parties; provided that customer shall not be entitled to alter the service requirements hereunder, for reason for contracting with another company for services at the service address. In the event Customer relocates during any Term and Customer's new service address is located within the area and serviced by Company, this Agreement shall be applicable to and remain in full force and effect at such new service address location.

5. **EQUIPMENT ACCESS:** All equipment furnished by Company shall remain in the property of Company; however, Customer shall have care, custody and control of the equipment, and shall bear responsibility and liability for all loss or damage to the equipment and for its content while at Customer's location. **The locking system maintenance fees cover regular wear and tear. If the locking system is broken or negligence occurs, customer will pay labor, parts and travel time for repairs.

Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted.

Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company an additional fee for any service modification caused by or resulting from any damage to Customer's property, including pavement subsurface or curbing resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

6. **TERMINATION:** If customer should no longer require the Service by reason of the cessation of Customer's business or relocation outside of any area in which Navajo Sanitation, Inc. provides the Service, and provided that Customer immediately pays all amounts then due to Navajo Sanitation, Inc. Customer may terminate this Agreement by thirty (30) days prior written notice given to Navajo Sanitation, Inc. This Agreement may not be terminated or otherwise cancelled by either party except as provided herein. In the event that Customer should cancel the Service or terminate this Agreement other than as set out herein, Customer shall, without prejudice to Navajo Sanitation, Inc.'s other rights at law, pay to Navajo Sanitation, Inc. as liquidated damages and amount equal to Customer's average monthly charge multiplied by six (6).

7. **Governing Law; Forum for Resolution of Disputes; Attorney's Fees and Costs:** This Agreement is governed by the law of the Navajo Nation. If a dispute arises outside of the Navajo Nation and there is no Navajo substantive law governing the matter or matters in dispute, the law of the state in which the dispute arose shall govern. The parties are obligated to make a good faith effort to resolve any dispute by direct negotiation between the parties. The exclusive forum for the resolution of any disputes that cannot be resolved by direct negotiation between the parties is the District Court of the Navajo Nation in and for the Window Rock Judicial District. Attorney's fees and costs shall be awarded to the prevailing party in any litigated dispute.

DEFAULT AND REMEDIES: Neither party shall be in default hereunder if nonperformance is due to delays or circumstances beyond the parties' control, including, but not limited to, compliance with any Federal, state or local law, rule or regulations, acts of God, fires, storms, work stoppages or delays, strikes or other labor disputes, transportation embargoes or delays, or inability to obtain materials, labor, Equipment or transportation. Navajo Sanitation, Inc. shall be in default only if it fails to cure any breach of its obligations hereunder as promptly as reasonable possible after receiving written notice of the breach from Customer.

If Customer fails to make any required payments when due or fails to perform its other obligations hereunder, or if Customer becomes insolvent, makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Customer, Navajo Sanitation, Inc., in addition to its other remedies, this Agreement and without notice, demand or legal process, enter upon Customer's property and remove its Equipment there from without liability for reasonable and necessary damages occasioned by such entry and repossession. If Customer defaults hereunder, Customer agrees to pay Navajo Sanitation, Inc. for costs and expenses occasioned by such default including, without limitation, cost of collection and reasonable attorney's fees, and, as liquidated damages to compensate Navajo Sanitation, Inc. for early termination of this Agreement a sum of equal to six (6) months' charges, to be terminated on the basis of the average of the latest six (6) months' invoices during the term of this Agreement, or if Customer has not been serviced for six (6) months, Customer's most recent monthly charge multiplied by six. Contents of container remain the property of customer until transported to the landfill. Navajo Sanitation, Inc. reserves the right to discard container contents at the contracted site if customer breaches contract terms of payment.

8. **INDEMNITY:** Customer shall indemnify, defend and hold harmless Company against all claims, damages, suits, penalties, fines, liabilities, costs, expenses and other damages, including injury or death of a person or loss or damage to property, and attorney's fees, arising directly or indirectly out of or in connection with (a) generation, placement in equipment, deposit, collection or disposal of any Excluded Materials, or (b) Customer's use, operation or possession of any equipment.

9. **RIGHT OF FIRST REFUSAL:** Customer grants to Company's right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason, and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

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

date/time stamp

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

County Manager _____

Date/Signature: _____

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

County Manger: Discussion and possible approval of a of a Liquor License Application recommendation for Trisha Haley, DBA Haley's Groceries, LLC., located at the Jiffy Store, 36 Commercial Drive, Concho Arizona.

BOS Meeting Date Requested 8/6/18

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



JOE SHIRLEY, JR.
MEMBER OF THE BOARD
DISTRICT I
P.O. Box 1951, Chinle, AZ 86503

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

June 25, 2018

Trisha Haley
P.O. Box 1160
Concho, AZ 85924

Dear Ms. Haley:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Monday, August 6, 2018 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond", is written over a horizontal line.

Beth Bond
Assistant Clerk of the Board



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

AFFIDAVIT OF POSTING

Date of Posting: 6.29.18 Date of Posting Removal: 7.26.18

Applicant's Name: Haley Trisha
Last First Middle

Business Address: 36 Commercial Drive Concho 85936
Street City Zip

License #: 09010012

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

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

[Signature] 7-26-18
Signature Date Signed

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



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

18 MAY 30 L. Dept. 111131

18 MAY 7 L. Lic. 112116

DLIC USE ONLY

Date Processed:	8-7-18
CSR:	C.A.
60 th Day:	8-6-18

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

#73095-AGT
#73097-AOC

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

☒ Agent Change Complete Sections 1,2,3,4,5 & 7	☒ Acquisition of Control Complete Sections 1,2, 3 & 7	☐ Restructure Complete Sections 1,2,3,6 & 7
---	--	---

SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name: Haley Trisha Lynn 09010012
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #
- Owner Name: Haley's Groceries LLC Corp File #: L71495105
(Exactly as it appears on Liquor License) (If applicable)
- Business Name: Jiffy Store Email: trisha.haley78@gmail.com
(Exactly as it appears on Liquor License)
- Business Location Address: 316 Commercial Dr Concho Apache 85924
(Do not use P.O. Box Number) City COUNTY Zip
- Is the Business located within the incorporated limits of the above City or Town? ☐ Yes ☒ No
- Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
- Mailing Address: PO Box 1160 Concho AZ 85924
City State Zip
- Business Phone: 928-337-2616 Daytime Contact Phone 928-892-2120
- Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☐ Yes ☒ No If yes, submit a certified copy of minutes.
- Has there been any change of Controlling Persons? ☐ Yes ☒ No If yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
☐	Haley	Trisha	Lynn	member	PO Box 1160	Concho	AZ	85924
☒	Haley	Dawson	Lee	member	PO Box 1160	Concho	AZ	85924
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
☐	Haley	Trisha	Lynn	50%	PO Box 1160	Concho	AZ	85924
☒	Haley	Dawson	Lee	50	PO Box 1160	Concho	AZ	85924
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? ☒ Yes ☐ No
 If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☒ Yes ☐ No

If yes, Name of current Manager: _____

Haley
Last

Trisha
First

Lynn
Middle

Basic Training ☒ Yes ☐ No

Management Training ☒ Yes ☐ No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # 09010012 Jackson III William

2. Current Agent Name: HALEY TRISHA Lynn
 (Exactly as it appears on license) Last First Middle

I, (Print full name) Trisha Lynn Haley, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

x Trisha L. Haley
 (Controlling Person/Existing Agent)

My commission expires on:



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

7th

of

June

2018

Day

Month

Year

Cynthia M. Abrigo
 Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☒ NO

If YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ MANAGEMENT CO.
☐ TRIBE
☐ TRUST
☐ OTHER (Explain) _____

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ MANAGEMENT CO.
☐ TRIBE
☐ TRUST
☐ OTHER (Explain) _____

SECTION 7

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) Trisha Lynn Haley, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

x Trisha Lynn Haley
 (Controlling Person/Existing Agent)

My commission expires on: 1-15-20



CLAUDIA R. BROOKS
 Notary Public - State of Arizona
 APACHE COUNTY
 My Commission Expires
 January 16, 2020

State of ARIZONA County of APACHE

The foregoing instrument was acknowledged before me this

29th

of

MAY

2018

Day

Month

Year

CR Brooks

Signature of NOTARY PUBLIC

Arizona Revised Statutes Which Relate to this Application

ACQUISITION OF CONTROL

A.R.S. §4-203. Licenses; issuance; transfer; reversion to state

F. If a person other than those persons originally licensed acquires control over a license or licensee, the person shall file notice of the acquisition with the director within thirty business days after the acquisition of control and a list of officers, directors or other controlling persons on a form prescribed by the director. All officers, directors or other controlling persons shall meet the qualifications for licensure as prescribed by this title. On request, the director shall conduct a pre-investigation before the assignment, sale or transfer of control of a license or licensee, the reasonable costs of which, not to exceed one thousand dollars, shall be borne by the applicant. The pre-investigation shall determine whether the qualifications for licensure as prescribed by this title are met. On receipt of notice of an acquisition of control or request of a pre-investigation, the director shall forward the notice within fifteen days to the local governing body of the city or town, if the licensed premises is in an incorporated area, or the county, if the licensed premises is in an unincorporated area. The local governing body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. If the director does not receive any protests, the director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability and qualification of the person acquiring control. Any protest shall be set for a hearing before the board. Any transfer shall be approved or disapproved within one hundred five days of the filing of the notice of acquisition of control. The person who has acquired control of a license or licensee has the burden of an original application at the hearing, and the board shall make its determination pursuant to section 4-202 and this section with respect to capability, reliability and qualification.

RESTRUCTURE

A.R.S. §4-203. Licenses; issuance; transfer; reversion to state

H. A restructuring of a licensee's business is an acquisition of control pursuant to subsection F of this section and is a transfer of a spirituous liquor license and not the issuance of a new spirituous liquor license if both of the following apply:

1. All of the controlling persons of the licensee and the new business entity are identical.
2. There is no change in control or beneficial ownership.

I. If subsection H of this section applies, the licensee's history of violations of this title is the history of the new business entity. The director may prescribe a form and shall require the applicant to provide the necessary information to ensure compliance with this subsection and subsections F and G of this section.

"AGENT" DEFINED

A.R.S. §4-202. Qualifications of licensees; application; background information; prior convictions

A. ... A person shall hold a club license, corporation license, limited liability company license, partnership license or out-of-state license through an agent who shall be a natural person and meet the qualifications for licensure, except that an agent for an out-of-state license as specified in section 4-209, subsection B, paragraph 2 need not be a resident of this state. For the purposes of this subsection, "agent" means a person who is designated by an applicant or licensee to receive communications from the department and to file documents and sign documents for filing with the department on behalf of the applicant or licensee.

RESTRUCTURE FEES

A.R.S. §4-209. Fees for license, application, issuance, renewal and transfer; late renewal penalty; seasonal operation; surcharges

A. ... An application fee for an original license or the transfer of a license shall be one hundred dollars, which shall be retained by this state.

RESTRUCTURE FEES

A.R.S. §4-209. Fees for license, application, issuance, renewal and transfer; late renewal penalty; seasonal operation; surcharges

H. Assignment fees for a change of agent, as provided for in section 4-202, subsection C, shall be one hundred dollars, except that where a licensee holds multiple licenses the assignment fee for the first license shall be one hundred dollars and the assignment fee for all remaining licenses transferred to the same agent shall be fifty dollars each, except that the aggregate assignment fees shall in no event exceed one thousand dollars.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

6/7/18

date/time stamp

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

Malena Bazarro, Economic Development, District 3

Date/Signature: 7/11/18

Malena Bazarro

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

Review and possible approval of intergovernmental agreement amendment regarding the Coalition of Arizona/New Mexico Counties. This amendment will cause an increase in annual membership dues from \$2,500 to \$3,100 to include liability insurance for the coalition.

//BOS Meeting Date Requested August 6, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

See Email

Signature _____

Finance Review: _____

Signature _____

Debra

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

RB

Malena Bazarto

From: Joe Young
Sent: Thursday, July 12, 2018 2:35 PM
To: Malena Bazarto
Cc: David Lamm
Subject: RE: Agenda Item for Review

I am ok with this document, I can sign at agenda review.

From: Malena Bazarto [mailto:mbazarto@co.apache.az.us]
Sent: Tuesday, July 10, 2018 4:57 PM
To: Joe Young
Cc: David Lamm
Subject: Agenda Item for Review

Please find the attached agenda item for your review. Page 12 is the Apache County signature page. Please let me know if you have any questions.

Thank you,
Malena

Malena Bazarto
Apache County District 3
Economic Development Director/Grants Coordinator
PO Box 428
Saint Johns, AZ 85936
.928-551-1769

**INTERGOVERNMENTAL AGREEMENT AMENDMENT REGARDING
THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE
COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE
ECONOMIC GROWTH**

Purpose of the Amendment

The purpose of this amendment is to strike from Item 9 Insurance the term “general liability” and insert in that place the term “directors and officers” for the type of insurance to be obtained by the Coalition.

9. Insurance. The Coalition, as a separate legal entity from any of the Member Counties, shall obtain directors and officers insurance to protect itself and the member counties from legal liability connected to the activities of the Coalition. The Executive Director of the Coalition shall provide proof of said insurance, which shall name each Member County as a co-insured on the insurance policy. Proof of said insurance shall be included annually as an addendum to the financial report provided to each Member County.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**INTERGOVERNMENTAL AGREEMENT AMENDMENT REGARDING
THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE
COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE
ECONOMIC GROWTH**

County Signature Page

APACHE COUNTY

In Witness Whereof, Apache County has caused this Intergovernmental Agreement Amendment to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Apache County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Apache Board of Supervisors

Date: _____

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

Apache County Attorney or Deputy County Attorney

Date: _____

NOTICE ADDRESS FOR APACHE COUNTY

Apache County
Attn: Board of Supervisors
P.O. Box 428
St. John's, AZ 85936

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: _____



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

County Manager: Discussion and possible approval to create and fill an Administrative Coordinator (Range 42) position with a current employee at their present salary of \$37,081.62.

BOS Meeting Date Requested August 6, 2018

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 _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature:  7/30/18

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

County Manager: Discussion and possible approval to create and fill an Administrative Coordinator (Range 42) position.

BOS Meeting Date Requested August 6, 2018

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

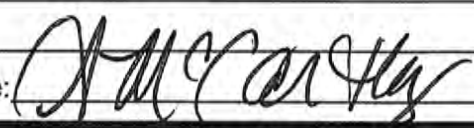
Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature: 

Other Review:

Signature:

Signature:

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

BOARD ACTION TAKEN

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

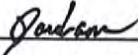
Signature Clerk of Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

David Lamm, Finance

Date/Signature: 7/25/18 

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

Review and possible approval of professional services agreement with REDW, LLC to prepare the
government-wide and fund financial statements for the County along with related footnotes, required
supplementary information (RSI) and supplementary information other than RSI for the years ended June 30,
2018 and 2019. The estimated fee for each fiscal year will be \$27,250 - \$30,000.

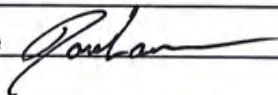
BOS Meeting Date Requested August 6, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:



Finance Review:



Human Resources Review:

Signature

Other Review:

Signature

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



CPAs | Business & Financial Advisors

redw.com

July 19, 2018

David Lamm, Interim Finance Director
Apache County Arizona
PO Box 428
St. Johns, Arizona, 85936

Dear David:

We are pleased to confirm our understanding of the services we are to provide Apache County Arizona (the "County") for the years ended June 30, 2018 and 2019. We will prepare the government-wide and fund financial statements for the County along with the related footnotes, required supplementary information (RSI) and supplementary information other than RSI.

We will not express an opinion or provide any assurance on the financial statements or related footnotes. Additionally, we will not provide reports related to internal controls related to the financial statements or internal controls related to major programs. We will also not express an opinion or provide any assurance on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Independence Matters

Our services do not include authorizing, executing or consummating transactions or otherwise exercising authority on your behalf, preparing source documents evidencing the occurrence of a transaction, or supervising the County's employees in the performance of their normal recurring activities. Under no circumstances will we take on the role of management, make management decisions, provide any oversight of your financial reporting function, or design or implement internal control or other systems.

Management is responsible for the aforementioned financial statements and all accompanying information as well as all representations contained therein. Management is responsible for selecting the appropriate financial reporting framework. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements. Management is responsible for making all management decisions and performing all management functions relating to the financial statements, SEFA, and related notes and for

Albuquerque
7425 Jefferson St NE
Albuquerque, NM 87109
P 505.998.3200
F 505.998.3333

Phoenix
5353 N 16th St, Suite 200
Phoenix, AZ 85016
P 602.730.3600
F 602.730.3699

David Lamm, Interim Finance Director
July 19, 2018
Page Two

accepting full responsibility for such decisions. Further, management is required to designate an individual with suitable skill, knowledge, or experience to oversee the services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Engagement Administration, Fees, and Other

We understand that the County's employees will properly reconcile and adjust general ledger account balances and will prepare or provide copies of reconciliations, detail schedules and other information supporting financial statement balances, footnotes and the schedule of expenditures of federal awards.

Tom Friend is the engagement principal and is responsible for supervising the engagement. Our engagement ends on delivery of the financial statements. Any follow-up services that might be required will be a separate, new engagement. We may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We estimate that we will need approximately 200-225 hours (for each fiscal year) and our fee for the services described herein will be approximately \$27,250 – \$30,000 for each fiscal year, at our average billing rate of \$135 per hour. It is based on the assumptions that unexpected circumstances will not be encountered during the engagement and that the County's employees will record all transactions and properly reconcile and adjust general ledger account balances in accordance with U.S. generally accepted accounting principles, and will fully cooperate and provide timely assistance to include, but not be limited to: preparing or providing copies of reconciliations, detail schedules and other information supporting financial statement balances, footnotes and the SEFA. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If any extended services are requested by the County, or if such services are required to complete the engagement (for example, if accounting records are not reconciled or otherwise not ready for financial statement preparation), they would be billed additionally between \$110 and \$310 per hour depending upon the degree of responsibility involved and the experience level of the personnel assigned. In that case, we will discuss the situation with you before proceeding.

David Lamm, Interim Finance Director
July 19, 2018
Page Three

Our invoices for these fees will be due as work progresses. Account balances outstanding over 60 days will be charged a late fee at the rate of 1½% per month. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination, plus our costs of collection, including late charges and attorney fees.

The County agrees that REDW shall not be liable to the County, nor any other person or entity for any claims, demands, damages, losses, penalties or expenses arising from an engagement, or from the services provided under an engagement except to the extent as provided in the following paragraph. Our services are not designed to detect fraud, irregularities or misrepresentations in accounting, investment or other materials provided to us or to the County and used in connection with the performance of our services. Our responsibility is limited to the period(s) covered by the services that we provide and does not extend to any earlier or later periods. Should information become known that would make our continued involvement in any engagement inappropriate, we reserve the right to withdraw from the engagement.

The County agrees that our maximum liability to the County for any negligent errors or omissions committed by us in the performance of an engagement will be limited to the amount of our fees for the engagement, except to the extent determined to result from our gross negligence or willful misconduct. In the event that we are found to have acted with willful misconduct or gross negligence, resulting in damages to the County, the damages against REDW shall be limited to the actual amount of damages caused by such gross negligence or willful misconduct. In no event shall REDW be liable for special, punitive, exemplary or consequential damages. Unless REDW expressly agrees otherwise, REDW shall not be liable for any damages resulting from any delay in the anticipated completion of the work under any engagement. The County shall indemnify and hold REDW and its personnel harmless from and against any claims, liabilities, costs and expenses (including, without limitation, attorney's fees and the time of REDW personnel involved) brought against, paid or incurred by REDW at any time and in any way arising out of or relating to REDW's services under this engagement, except to the extent finally determined to have resulted from the gross negligence or willful misconduct of REDW personnel.

In the unlikely event the County and REDW differ about our services or fees, and cannot resolve the differences ourselves, both parties agree the matter will probably involve complex business or accounting issues. Accordingly, the County and REDW agree to waive any right to a trial by jury in any action, proceeding or counterclaim arising from or relating to our services and fees from any engagement. In order to resolve any differences ourselves, if possible, and to attempt to minimize any costs associated with resolving our differences, the County and REDW agree to first use formal mediation, conducted by a neutral facilitator acceptable to both parties. If the County and REDW cannot agree upon a neutral facilitator within thirty days of a demand for mediation, both parties agree to use a mediator appointed by and mediation pursuant to rules

David Lamm, Interim Finance Director
July 19, 2018
Page Four

established by the American Arbitration Association. If mediation is unsuccessful, both parties agree such issues would be decided most equitably to us both by arbitration. Any arbitration shall be conducted in Phoenix, Arizona. Any party desiring to submit a dispute to arbitration shall give notice in writing to the other of its desire to arbitrate and specifying the dispute. The parties shall have thirty (30) business days to agree upon an arbitrator or failing agreement, each party shall select their own arbitrator within such time who shall then select the arbitrator for the dispute.

The County agrees to indemnify and hold harmless REDW_{LLC}, its affiliates, members, directors, officers, employees and agents, of and from all liabilities, cost, claims and expenses (including reasonable attorneys' fees) incurred by or imposed on REDW arising out of or in connection with, REDW's performance of its duties under each engagement.

Thank you for the opportunity to continue to serve the County. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and date the enclosed copy and return it to us.

Sincerely,

REDW_{LLC}



Thomas L. Friend, CPA
Principal

TF:dlm

Confirmed on behalf of:

Apache County Arizona

Officer signature

Title

Date

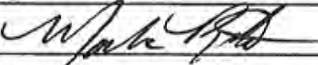
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, District 3

Date/Signature: 7/27/18



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

Review and possible approval of grant agreement between Apache County and United Stated Department of Agriculture, Rural Business Development Grant 10.351. This grant award is for \$40,000 with \$32,663 in matching funds. Apache County will provide in-kind administrative support in the amount of \$5,000, the remaining match will be administrative support from White Mountain Regional Medical Center and the Town of Springerville staff.

//BOS Meeting Date Requested August 6, 2018

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 Bzurto

From: Joe Young
Sent: Thursday, July 26, 2018 2:33 PM
To: Malena Bzurto
Subject: RE: Grant Agreement

The agreement is legal and a valid contract.

From: Malena Bzurto [mailto:mbazurto@co.apache.az.us]
Sent: Friday, July 13, 2018 5:56 PM
To: Joe Young
Subject: Grant Agreement

Joe,
This grant agreement is somewhat generic. We were awarded a grant for the Springerville hospital and this is the draft agreement that USDA sent me today. I am trying to get it on the August agenda. Hopefully, this is enough to review to create an item and the final draft would be ready by agenda review. With me getting ready to go on leave, I want to be sure that this is in place for the contractor that will be doing the actual study, which is what the grant was awarded for. I have a draft agreement for him as well, that should probably be part of the same item.
Thanks
Malena

Malena Bzurto
*Apache County District 3
Economic Development Director/Grants Coordinator
PO Box 428
Saint Johns, AZ 85936
928-551-1769*

Malena Bazarto

From: Joe Young
Sent: Wednesday, July 25, 2018 9:11 AM
To: Malena Bazarto; David Lamm
Subject: RE: Agenda Items

I think the items should remain separated, I also think we need to add the match amount to the agenda item.

From: Malena Bazarto [mailto:mbazarto@co.apache.az.us]
Sent: Tuesday, July 24, 2018 6:30 PM
To: Joe Young <JYoung@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Subject: Agenda Items

Please review the attached items. Not sure if they can be combined.
Thank you,
Malena

Malena Bazarto
Apache County Supervisor's Office, District 3
District Manager
PO Box 428
Saint Johns, AZ 85936
928-551-1769

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 PO Box 428 Saint Johns, AZ 85936-0428	2. DUNS No. 082897786	3. SAM No. 3S6W2
	4. Case No. 02-028-866000385	
5. Federal Award Identification Number (FAIN)	6. Award Date 07/24/2018	
7. Performance Start Date 08/06/2018	8. Performance End Date 08/05/2019	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated \$40,000.00	10. Amount of Matching/Other Funds (if applicable) \$32,663.00	
11. Total Project Cost (Budget Approved Amount) \$72,663.00	12. Award as Percentage of Total Project Cost 55%	
13. Indirect Cost Rate (if applicable) N/A	14. Does this award involve Research & Development? ☐ Yes ☒ No Feasibility study for a clinical research facility	
15. Recipient Contact (Name, Title, Contact Info) Malena Bazaruto, Economic Development Director 928-551-1769 mbazaruto@co.apache.az.us	16. Agency Contact (Name, Title, Contact Info) Jennifer Burton, B&CP Specialist 602-280-8738 jennifer.burton@az.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:

Ryan Patterson

Name (Please Print)

County Manager

Title (Please Print)

08/06/2018

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)

08/06/2018

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

Other property (e.g. equipment) acquired with Award Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary.)		
Item	Estimated Useful Life	Value
N/A		

Section II, Paragraph A.2 is retained and the following language is added:

In addition, you must list any real property and equipment purchases made with project funds in the tables below. Finally, you must provide status reports on any real property in which we retain an interest, in accordance with 2 CFR § 200.329.

Section II. Paragraph A.5 is retained and the following language is added:

The Recipient, upon request, will provide non-confidential information resulting from its activities to the general public on an equal basis.

Section II, Paragraph A.13. is added with the following language:

Cost Sharing. You must comply with the requirements of 2 CFR § 200.306. Matching funds must be available at the same time award funds are expected to be spent and expenditures of matching funds will be pro-rated or spent in advance of award funds.

Attachment B – Approved Work Plan and Budget. (The work plan must have time, scope, and outcome entries for each task.)

SCOPE OF WORK

SPECIFIC PURPOSE OF GRANT

It is anticipated that a feasibility study will be prepared to demonstrate the need and qualify requirements for a new research facility at the White Mountain Regional Medical Center in Springerville, Apache County, AZ.

Additionally, partnerships and collaborations will be firmed up in support of this endeavor.

TIMEFRAME

The feasibility study will be completed within a one year's time frame from award of the grant and all grant funds to be expended within this time.

KEY PERSONNEL

Apache County:

- Ryan Patterson, County Manager/Financial Mgmt will have oversight of the grant's expenditures.
- Malena Bazaruto, Economic Development Administrator/Grants Administrator will have oversight on all reporting
- Russ Yelton, Yelton and Associates will prepare feasibility study

White Mountain Regional Medical Center:

- Greg Was, CEO will work in collaboration with Apache County and Chris Chiesl, Director of Community Development for the Town of Springerville

GRANT PURPOSES

The project will be administered by Malena Bazaruto, Economic Development Administrator and Grants Coordinator for Apache County. Ryan Patterson, County Manager/Financial Management will provide oversight for the grant. Ms. Bazaruto will work closely with Mr. Yelton, Consultant, Ms. Chiesl and Mr. Was in the development of the feasibility study. A Committee will be formed and will meet monthly in addition to conference calls with potential partners.

MATCHING FUNDS

WMRMC and Apache County will provide level of effort as noted in the budget narrative.

ANTICIPATED JOB CREATION/ECONOMIC IMPACT

This is a feasibility study. The Research facility, once built, should provide at least 20 new positions. The research facility will create several partnerships both government, private and University which should extend this job creation and economic impact exponentially.

BUDGET NARRATIVE

FEDERAL

- 1) CONSULTANT (R. Yelton)
Preparation of Study

TOTAL

\$40,000

IN KIND MATCH – TOWN OF SPRINGERVILLE

- 1) ADMINISTRATION

A. Ryan Patterson, County Manager/Fiscal Mgmt
(\$62.17 /hr x 24 hrs)

\$ 1,492

FRINGE

(19.25% x 24 hrs)

\$ 287

C. Malena Bazurto, Ec Dev Dir/Grants Adm
(\$27 /hr x 120 hrs)

\$ 3,240

FRINGE

(19.25 % x \$3240/hr)

\$ 624

B. Gregory Was, CEO, WMRMC
(\$81.73/hr x 120 hrs)

\$ 9,808

FRINGE

(22% x \$9,807.60)

\$ 2,158

C. Chris Chiesl, Community Dev Dir
(\$30/hr x 384 hrs)

\$11,520

FRINGE

(22% x \$11,520)

\$ 2,534

- 2) SUPPLIES/COPYING

\$ 1,000

TOTAL MATCH

\$32,663

TOTAL PROJECT COSTS

\$72,663



United States Department of Agriculture

Rural Development

July 2, 2018

Arizona State Office

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

Mr. Ryan Patterson, County Manager
Apache County Board of Supervisors
P.O. Box 428
Saint Johns, AZ 85936-0428

Voice 602.280.8715
Fax 855.699.8035
TDD 602.280.8705

SUBJECT: Letter of Conditions
Rural Business Development Grant (RBDG)
Grant Amount: \$40,000.00

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 \$40,000.00.

Please sign, date, and return the attached Form RD 1942-46 "Letter of Intent to Meet Conditions" not later than **July 20, 2018** 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 20, 2018**. 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, 2018**, 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 **September 30, 2019**.

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 August 15, 2018.

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 obtain a needs assessment/feasibility study for a new research facility at the White Mountain Regional Medical Center in Springerville, Apache County, Arizona. The study is expected to support economic development by identifying and analyzing business opportunities that will use local rural materials or human resources in rural areas in accordance with the application package as submitted for an "opportunity 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:

	RBDG	Match	Total
Contractual	\$ 40,000.00		\$ 40,000.00
WMRMC: G. Was & C. Chiesl		\$ 26,020.00	\$ 26,020.00
Apache County: Salary & Fringe		\$ 5,643.00	\$ 5,643.00
TOTAL	\$ 40,000.00	\$ 32,663.00	\$ 72,663.00

Grantee matching funds of \$72,663.00 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 as follows: 45.0% matching funds and 55.0% grant funds. 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 2014)

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, 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 when the grant is closed, which is the "Performance Start Date" as entered in Section I, Block 7: on Form RD 4280-2 "Financial Assistance Agreement". A final Project Performance Activity Report will be required after all grant funds have been expended or the term of the grant expires, with the last SF-425 "Federal Financial Report". The final report may serve as the last quarterly report. 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 final SF-425 "Federal Financial Report". The final report must provide the Grantee's assessment and evaluation of the success of the project. 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. Grantees that expend 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, 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

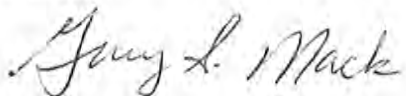
The grant will be considered closed on the date the Grantee and Grantor sign Form RD 4280-2 "Financial Assistance Agreement". The above conditions are based on the proposed use of funds as outlined and financing arrangements as stated. The conditions as stated may be modified if the scope or cost of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

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

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0021
OMB NO. 0570-0061
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 07-10-2018

TO: United States Department of Agriculture

USDA, RURAL DEVELOPMENT

(Name of USDA Agency)

BUSINESS & COOPERATIVE PROGRAMS
230 N 1st AVENUE, SUITE 206
PHOENIX, AZ 85003-1706

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 07-02-2018. It is our intent to meet all of them not later than 09-30-2018.

Apache County

(Name of Association)

BY

Ryan Patterson, County Manager

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons 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 0575-0015, 0570-0021, 0570-0061 and 0570-0062. 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 00	FISCAL YEAR 2018
2. BORROWER NAME APACHE COUNTY		3. NUMBER NAME FIELDS 3 (1, 2, or 3 from Item 2)	
75 W CLEVELAND ST PO BOX 3150		4. STATE NAME ARIZONA	
ST JOHNS, AZ 85936-3150		5. COUNTY NAME APACHE	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - API	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 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 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 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$40,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS 0
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**

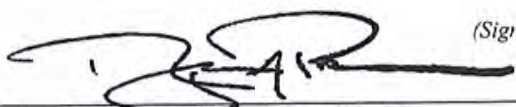
The grantee certifies that it is in compliance with and will continue to comply with all applicable laws; regulations; Executive Orders; and other generally applicable requirements, including those contained in 2 CFR 200 and 2 CFR 400 in effect on the date of grant approval; and the approved "Letter of Conditions" dated July 2, 2018.

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 _____

Date July 10, 2018 BY:  (Signature of Applicant)

TITLE: Ryan Patterson, County Manager
(Signature of Co-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.

The following forms and documents are required to be completed to meet the Letter of Conditions and must be returned before the Grant Agreement can be executed. We will contact you to establish a grant "closing date" prior to completing the Grant Agreement:

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".

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See Page 2 for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY:

USDA RURAL DEVELOPMENT

AGENCY IDENTIFIER:

12

AGENCY LOCATION CODE (ALC):

12200408

ACH FORMAT:

☒ CCD+☐ CTX

ADDRESS: 230 N FIRST AVENUE, SUITE 206, PHOENIX, AZ 85003-1706

CONTACT PERSON NAME:

Jennifer L. Burton

TELEPHONE NUMBER (Include Area Code):

(602) 280-8738

ADDITIONAL INFORMATION:

PAYEE / COMPANY INFORMATION

NAME

Apache County

SSN NO. OR TAXPAYER ID NO.:

866000385

ADDRESS:

PO Box 428

CONTACT PERSON NAME:

Malena Bazurto

TELEPHONE NUMBER (Include Area code):

(928) 551-1769

FINANCIAL INSTITUTION INFORMATION

NAME:

NATIONAL BANK OF ARIZONA (NB/AZ)

ADDRESS:

6001 N 24TH ST.

PHOENIX, AZ 85016

ACH COORDINATOR NAME:

~~RUTH BORUNDA~~ Treasury Management

TELEPHONE NUMBER (Include Area code):

(480) 726-5760

NINE-DIGIT ROUTING TRANSIT NUMBER

1 2 2 1 0 5 3 2 0

DEPOSITOR ACCOUNT TITLE:

Apache County Treasurer's Checking

DEPOSITOR ACCOUNT NUMBER:

5791392235

LOCKBOX NUMBER:

TYPE OF ACCOUNT:



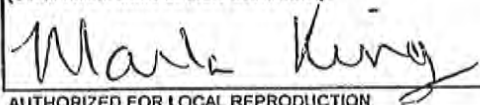
CHECKING



SAVINGS



LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator):


TELEPHONE NUMBER (Include Area code):

480-726-5760

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev 2/2003)
Prescribed by Department of Treasury
31 US C 3322; 31 CFR 210

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			
Not Hispanic or Latino			
TOTAL:			

RACE	MALE	FEMALE	TOTAL
American Indian/ Alaskan Native			
Asian			
Black or African American			
Native Hawaiian or Other Pacific Islander			
White			
Two or More Races			
TOTAL:			



Standard Form 10

Employer Information Repo

Report Date Range 07/01/18 - 07/18/18.
Summary Listii

Category	Hispanic or Latino		Non-Hispanic or Latino										Total		
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Am Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian		Am Indian or Alaska Native	Two or more races
1.1 - Executive/Senior Level Officials and Managers	1	3	16	0	0	0	20	0	10	0	0	0	1	0	51
1.2 - First/Mid level Officials and Managers	1	7	10	0	0	0	0	0	19	2	0	0	3	0	42
2 - Professionals	3	1	15	0	0	0	0	0	7	1	0	0	0	0	27
3 - Technicians	1	0	2	0	0	0	0	0	2	0	0	0	0	0	5
4 - Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5 - Administrative Support Workers	3	24	5	0	0	1	8	0	59	0	0	1	21	0	122
6 - Craft Workers	1	2	34	0	0	0	26	0	1	0	0	0	3	0	67
7 - Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 - Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9 - Service Workers	1	0	3	0	0	0	2	0	1	0	0	0	2	0	9
Grand Totals	11	37	85	0	0	1	56	0	99	3	0	1	30	0	323

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? N/A

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

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



United States Department of Agriculture

AD 1047

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), 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

Apache County

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

Ryan Patterson, County Manager

SIGNATURE(S)

DATE

7/18/18



United States Department of Agriculture

AD 1049

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), 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)

75 West Cleveland, Saint Johns, Apache, AZ, 85936

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

Apache County

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

Ryan Patterson, County Manager

SIGNATURE(S)

DATE

7/18/18

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.

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).

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":

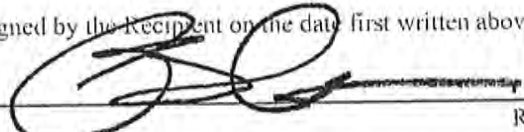
During the performance of this contract, the contractor agrees as follows:

- (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 cancelled, 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 (f) 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 collection 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.

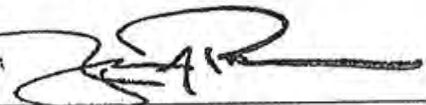


Recipient

Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest: 

Secretary

By _____
President

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The Apache County
(name of recipient),

PO Box 428, St. Johns, AZ 85936
(address)

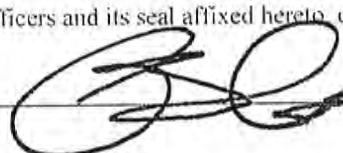
("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) 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 Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

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.



Recipient

Attest:  Clerk of the Board Chairman

Title 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 0570-0018 and 0570-0062. 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.

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 debarring 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)

County Manager

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

Apache County

BUSINESS NAME

07/18/2018

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.

**RURAL BUSINESS DEVELOPMENT GRANT
GRANTEE CERTIFICATIONS**

I certify that this 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 the activities provided under this grant will assist and benefit a rural area. In addition, for Enterprise type projects, this grant will benefit small and emerging businesses as defined in RD Instruction 4280-E, §4280.403.

I certify that there is no known relationship or association with a USDA, Rural Development employee, their relatives, or their business or close personal associates.

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

I certify that Grantee 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 Part 200 and 2 CFR Part 400 in effect on the date of grant approval; and the approved "Letter of Conditions".

I certify that Grantee will comply with the procurement requirements of 2 CFR Part 200 Subpart D, as required in 2 CFR 200.324(c)(2), as well as comply with all applicable State, Local and Tribal laws and regulations relating to contracting and procurement.

Grantee: Apache County

BY: 
Signature

County Manager
Title

7/18/18
Date

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	2. DUNS No.	3. SAM No.
	4. Case No.	
5. Federal Award Identification Number (FAIN)	6. Award Date	
7. Performance Start Date	8. Performance End Date	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated	10. Amount of Matching/Other Funds (if applicable)	
11. Total Project Cost (Budget Approved Amount)	12. Award as Percentage of Total Project Cost 0.0%	
13. Indirect Cost Rate (if applicable)	14. Does this award involve Research & Development? ☐ Yes ☐ No	
15. Recipient Contact (Name, Title, Contact Info)	16. Agency Contact (Name, Title, Contact Info)	

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.

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.

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.

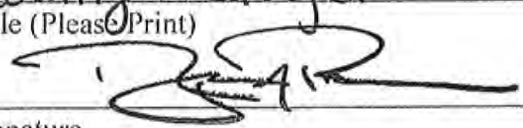
Approved by an Authorized Representative of the Recipient:

Ryan Patterson

Name (Please Print)

County Manager

Title (Please Print)


Signature

7/18/18
Date

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

Name (Please Print)

Title (Please Print)

Signature

Date

Attachment A – Program Addendum

Other property (e.g. equipment) acquired with Award Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary.)		
Item	Estimated Useful Life	Value

Section II, Paragraph A.2 is retained and the following language is added:

In addition, you must list any real property and equipment purchases made with project funds in the tables below. Finally, you must provide status reports on any real property in which we retain an interest, in accordance with 2 CFR § 200.329.

Section II, Paragraph A.5 is retained and the following language is added:

The Recipient, upon request, will provide non-confidential information resulting from its activities to the general public on an equal basis.

Section II, Paragraph A.13. is added with the following language:

Cost Sharing. You must comply with the requirements of 2 CFR § 200.306. Matching funds must be available at the same time award funds are expected to be spent and expenditures of matching funds will be pro-rated or spent in advance of award funds.

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 Activity Report
Complying with Civil Rights Requirements Pamphlet
Form AD-475-A, And Justice for All Assisted Poster



United States Department of Agriculture

AD 1048

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, 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

Apache County

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

Ryan Patterson, County Manager

SIGNATURE(S)

DATE

7/18/18

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.

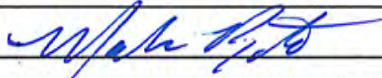
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, District 3

Date/Signature: 7/24/18



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

Review and possible approval of professional services contract for Yelton and Associates to carry out the scope of work for a feasibility study at the White Mountain Regional Medical Center in Springerville. Contractor will be paid \$40,000 in grant funds.

//BOS Meeting Date Requested August 6, 2018

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



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 Research Facility in conjunction with the White Mountain Regional Medical Center under the USDA Rural Business Development Grant awarded to Apache County.
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
- Establish and manage a Steering Committee during the term of the research
- 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 \$40,000.00 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. All funds will be expended from Grant Agreement "USDA RBDG 01."

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 7, 2018

Expiration Date: August 6, 2019

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 _____



United States Department of Agriculture

AD 1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, 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

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.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Paul
7/18/18
date/time stamp

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

Engineering
Date/Signature: 7/19/18 *Tammy Herrick*

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 a
Cooperative Forest Road Agreement with USDA Forest Service
Apache - Sitgreaves National Forests and Apache County

BOS Meeting Date Requested 8/7/18

PRE-AGENDA ITEM REVIEW

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

Legal Review: email from Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

fl

Tamie Herrick

From: Joe Young
Sent: Tuesday, June 26, 2018 4:28 PM
To: Tamie Herrick
Subject: RE: Signing Schedule A

I am ok with it.

From: Tamie Herrick [mailto:therrick@co.apache.az.us]
Sent: Tuesday, June 26, 2018 4:28 PM
To: Joe Young
Subject: RE: Signing Schedule A

Will you please review and sign off for the next BOS meeting. Thanks

From: Joe Young
Sent: Tuesday, June 26, 2018 4:07 PM
To: Tamie Herrick <therrick@co.apache.az.us>
Subject: RE: Signing Schedule A

Yes, it still needs to go before the Board. Though I have been advising that annual agreement renewals are best handled on the consent agenda.

From: Tamie Herrick [<mailto:therrick@co.apache.az.us>]
Sent: Tuesday, June 26, 2018 3:03 PM
To: Joe Young
Subject: FW: Signing Schedule A

Ferrin was wondering if we need to take this before the board. This is an annual agreement we do with the Forest Service. Thanks Tamie

From: Clawson, Shanea K -FS <shaneakclawson@fs.fed.us>
Sent: Tuesday, June 26, 2018 1:19 PM
To: Ferrin Crosby <cfcros@co.apache.az.us>
Cc: Tamie Herrick <therrick@co.apache.az.us>; Miller, Chris W -FS <chriswmiller@fs.fed.us>
Subject: FW: Signing Schedule A

Hi

Just checking on the status of this agreement. Looks like I sent it about a month ago. Wondering if you could give me a status of when it will be signed

Thanks

FS Agreement No. 18-RO-11030115-015

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between
APACHE COUNTY, ARIZONA
And The
USDA, FOREST SERVICE
APACHE-SITGREAVES NATIONAL FORESTS

PARTIES TO AGREEMENT: This agreement, made and entered into this the _____ day of _____, 2018, by and between Apache County, hereinafter referred to as "Apache County," and the USDA, Forest Service Apache-Sitgreaves National Forests, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Apache County, State of Arizona, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which Apache County has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that Apache County has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. **INTENT TO COOPERATE.** It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of Apache County or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of Apache County should be maintained and, if necessary, improved to



- a standard adequate to accommodate safely and economically all traffic which uses such roads.
- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. **IDENTIFICATION OF ROADS.** A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between Apache County and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. **MAINTENANCE PLANS.** At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to Apache County or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. **PROJECT AGREEMENTS.** When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the



improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by Apache County on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to Apache County after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to Apache County periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of Apache County to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by Apache County the arrangements shall be set forth in the project agreement. Payments to Apache County shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to



the increased cost except by modification of the project agreement prior to incurring any commitment.

5. **RIGHTS-OF-WAY.** Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. Apache County must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish Apache County copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. **ANNUAL MEETING AND CONTINUING CONSULTATION.** Apache County and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Apache-Sitgreaves National Forest for the U.S. Forest Service, and Engineer for Apache County shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving



company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 30 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

- a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or Apache County beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

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

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Name: Ferrin Crosby County Engineer Apache County Public Works Address: P.O. Box 238 City, State, Zip: St. Johns, AZ 85936 Telephone: 928-337-7528 FAX: 928-337-7600 Email: fcrosby@co.apache.az.us	Name: Tamie Herrick Executive Assistant Apache County Public Works Address: P.O. Box 238 City, State, Zip: St. Johns, AZ 85936 Telephone: 928-337-7528 FAX: 928-337-7600 Email: therrick@co.apache.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Chris Miller Forest Engineer Apache-Sitgreaves National Forest Address: P.O. Box 760 City, State, Zip: Springerville, AZ 85938 Telephone: 928-333-6274 FAX: 928-333-5966 Email: chriswmiller@fs.fed.us	Name: Shanea Clawson Grants Management Specialist Apache-Sitgreaves National Forests Address: P.O. Box 760 City, State, Zip: Springerville AZ 85938 Telephone: 928-333-6342 FAX: 928-333-5966 Email: shaneakclawson@fs.fed.us

11. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Apache County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
12. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through 05/31/2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
13. **AUTHORIZED REPRESENTATIVES.** By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.



ALTON JOE SHEPHERD, Chairman
Apache County Board of Supervisors

Date

M. STEPHEN BEST, Forest Supervisor
U.S. Forest Service, Apache-Sitgreaves National
Forests

Date

ATTEST:

Clerk:

Date

APPROVED AS TO FORM:

County Attorney

Date



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

SHANEA KAYE CLAWSON
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

National Forest Cooperative Agreement Road Classification

<u>Category</u>	<u>Description</u>
A	<u>USDA Easements or Special Use Permits to County</u> County has jurisdiction and responsibility for road construction, operation and maintenance. This includes signing. County highways should not be listed on the Cooperative Agreement. It is appropriate to list secondary roads that carry a significant amount of Forest traffic. When these roads are listed on the Cooperative Agreement, the Forest Service may enter into project agreements. As approved by the County, the Forest Service may erect and maintain directional and informational signs.
B	<u>Roads Primarily Serving Residential Traffic with very Minor Forest Traffic</u> Forest Service has legal jurisdiction on National Forest Land. County will assume maintenance responsibility including surface, drainage, warning and regulatory signing. Forest Service will assist in major repairs where the adjacent land resource is threatened or repair exceeds the routine maintenance activities permitted. Directional signing will be erected and maintained by the Forest Service, unless otherwise agreed to.
C	<u>Roads with a Mix of Residential and Other Private Traffic and Forest Administrative and User Traffic</u> The County and Forest Service will share maintenance responsibilities. Warning, regulatory and directional signing will be Forest Service responsibility. Schedule "A" of the cooperative agreement will define which party has the primary maintenance responsibility. Schedule "A" will also list the number of annual planned surface and drainage occurrences.
D	<u>Roads Primarily Serving Forest Administrative and Forest User Traffic</u> The Forest Service will assume all maintenance responsibility including warning and regulatory signing. These roads should not be listed on the Cooperative Agreement.
E	<u>Roads Serving Just a Few Residents but not Needed for Forest Management or if Needed, Level 2 (High Clearance) Maintenance is Adequate.</u> The County will identify the roads they will maintain and will assume full maintenance responsibility including signing. These roads will be listed on the cooperative agreement. Roads not accepted by the County will not be maintained for passenger car traffic. The Forest Service will do what is needed for resource protection and Forest management needs. Encourage residents through permit or agreement to maintain roads to standards other than required for Forest service Needs.

Apache-Sitgreaves National Forest(s) Apache County, State of Arizona					Schedule A			USFS Agreement Number:		18-RO-11030115-015									
Forest Supervisor					Date					Apache County Board of Supervisors					Date				
					COUNTY ROW			USFS ROW		USFS ROAD RESTRICTIONS	ROAD MAINTENANCE								
					County has jurisdiction for law enforcement and authority to control and regulate use.			USFS has jurisdiction to control and regulate use. County and USFS have law enforcement jurisdiction.		Applicable only to roads or road segments with USFS right-of-way or ownership.	1=closed 2=high clearance 4wd 3=suitable for passenger car 4=passenger car-maintained for user comfort 5=paved								
Road Name	Road	Termini	Length	Category	Own	Easement or Permit	Claimed (Judicial decision required)	Own	Easement	Restricted or Seasonally Closed	Maint Level	Maintenance Responsibility							
	#											CO	FS	Jnt.					
Apache Sitgreaves N.F.																			
INDIAN PEAK	59 (AP 2311)	US 180 to US 191	2.4	A		E		X	X		4	X							
Sawmill Flat	65/404/8669/8579 (AP 1327)	AP 3123 to Private	7.43	A		E		X	X		3	X							
AUGER CANYON	81 (AP2269)	US 191 to NFSR 81/Forest Boundary	2.6	A		E			X		3	X							
MILLIGAN VALLEY	85 (AP 4140)	AP 4140 to AP 8036	0.41	A		E		X			3	X							
WATER CANYON	285 (AP 4140)	Private Land to AP 85 / NFSR 85	4.26 / 1	A		E		X			4	X							
MILLIGAN VALLEY	8036 (AP 8036)	AP 85 / NFSR 85 to Private Land	0.76	A		E		X			3	X							
BADGER CREEK	87 (AP 1122)	HWY 273 to Private Land	0.42	A		E		X			3	X							
BADGER CREEK	87 (AP 1122)	Private Land to Forest Boundary	0.72	A					X		3	X							
ROGER'S RESERVOIR	88 (AP 2108)	AP 2269 to Forest Boundary/88	3.23	A		E			X		3	X							
GREENS PEAK	117 (AP 3123)	US 60 to NFSR 117	6.34	A		E		X	X		3	X							
IRIS SPRINGS	118 (AP 1325)	AZ 260 to NFSR 117	9.3	A		E		X			3	X							
WONDERLAND	245 (AP 1126)	AZ 373 to NFSR 8899 Sewer Pond	2.4	A		E		X	X		4	X							
UDALL	261B (AP 261B)	AZ 261 to Private Land	0.6	A		E		X			3	X							

Apache-Sitgreaves National Forest(s)
Apache County, State of Arizona

Schedule A

USFS Agreement Number: 18-RO-11030115-015

Forest Supervisor					Date					Apache County Board of Supervisors					Date		
					COUNTY ROW			USFS ROW		USFS ROAD RESTRICTIONS	ROAD MAINTENANCE						
					County has jurisdiction for law enforcement and authority to control and regulate use.			USFS has jurisdiction to control and regulate use. County and USFS have law enforcement jurisdiction.		Applicable only to roads or road segments with USFS right-of-way or ownership	1=closed 2=high clearance 4wd 3=suitable for passenger car 4=passenger car-maintained for user comfort 5=paved						
Road Name	Road #	Termini	Length	Category	Own	Easement or Permit	Claimed (Judicial decision required)	Own	Easement	Restricted or Seasonally Closed	Maint Level	Maintenance Responsibility					
												CO	FS	Jnt.			
COTTON FLAT	275 SOUTH (AP 2117)	US 180 to NFSR 275	2.18	A		E		X	X		3	X					
Stone Creek	275 NORTH (AP 2116)	US 191 to NFSR 275	4.98	A		E		X	X		3	X					
BLUE RIVER	281 (AP 2104)	US 180 to GR67004	4.43	A		E		X	X		4	X					
Alpine CC	281B (AP 2114)	AP 2104 to Alpine CC	0.43	A		E		X	X		4	X					
Country Club Rd	281CC (AP 2271)	AP 2104 to NFSR 281CC	0.38	A		E		X			4	X					
Little Colo. Summer Homes (not maintained)	373A (AP N1061)	AZ 373 to End	0.72	A		E		X			2	X					
CASA MALAPAI	407 (AP 407)	N. Papago to Pasture	0.75	A		E		X			5	X					
Admin Site #1	408 (AP 408)	US 180 to SUB Station	0.2	A		E		X			5	X					
SOUTH FORK	560 (AP 4124)	AZ 260 to NFSR 560	2.65	A		E			X		5,3	X					
JACKSON SPGS.	572 (AP 2210)	AP 2266 to Private Land	0.6	A		E		X	X		4	X					
GREER MAIN ST.	575 (AP 1120)	AZ 373 to NFSR 575	1.48	A		E			X		4	X					
Metzger (Not Maintained)	8024A (AP 2315)	AP 2315 to Private Land	0.01	A		E		X			2	X					
EAST FORK	8079 (AP 1121)	AZ 373 to Camp	1.76	A		E		X	X		4	X					
CAMBERN	8153 (AP 2310)	US 180 to Private Land	2.03	A		E		X			3	X					
GREENS PEAK HIDE AWAY	8456 (AP 1326)	AP 3123 to Private Land	2.01	A		E		X			3	X					

Apache-Sitgreaves National Forest(s)
Apache County, State of Arizona

Schedule A

USFS Agreement Number: 18-RO-11030115-015

Forest Supervisor					Date					Apache County Board of Supervisors					Date		
					COUNTY ROW			USFS ROW		USFS ROAD RESTRICTIONS	ROAD MAINTENANCE						
					County has jurisdiction for law enforcement and authority to control and regulate use.			USFS has jurisdiction to control and regulate use. County and USFS have law enforcement jurisdiction.		Applicable only to roads or road segments with USFS right-of-way or ownership.	1=closed 2=high clearance 4wd 3=suitable for passenger car 4=passenger car-maintained for user comfort 5=paved						
Road Name	Road #	Termini	Length	Category	Own	Easement or Permit	Claimed (Judicial decision required)	Own	Easement	Restricted or Seasonally Closed	Maint Level	Maintenance Responsibility					
												CO	FS	Jnt.			
HIDDEN MEADOWS	8677 (AP N1330)	AP 1325 to Private Land	0.07	A		E		X			2	X					
HIDDEN MEADOWS	8677B (AP N1330)	AP 1325 to Private Land	0.07	A		E		X			2	X					
IRIS SPRINGS	8700/118A (AP 118A)	AP1325 to Forest Boundary	2.01	A		E		X			3	X					
NUTRIOSO CEMETRY	8921 (AP 2110)	US 191 to Cemetery	0.16	A		E		X			3	X					
White Mountain Acres Subdivision	8928 (AP 8928)	AP 2116 to Private Land	0.23	A		E		X			3	X					
White Mountain Acres Subdivision	8928A (AP 8928A)	AP 2116 to Private Land	0.05	A		E		X			2	X					
White Mountain Acres Subdivision	8929 (AP 8929)	AP 2116 to Private Land	0.21	A		E		X			2	X					
AP Easement	(AP 9600X)	AP 3140 to Private Land	0.02	E		E		X			2	X					
MCINTYRE	9900L (AP 3163)	AP 3163 to Private Land	1.09	B		E		X			3	X					
Noble Estates	249J (AP xxxx)	NFSR 249 to Private Land	0.02	E		E		X			2	X					
Noble Estates	8854	NFSR 249 to NFSR 8854A	0.52	B		E		X			2	X					
Noble Estates	8854A	NFSR 8854 to Private Land	0.07	E		E		X			2	X					
Noble Estates	NFSR 249	US 191 to Mile Post 1		C		E		X			4	X					
	285C	NFSR 285 to End		D				X			2		X				
Three Forks	249	US 191 to AZ 273		C				X			4			X			
H-V Road	205 (AP4225)	Forest Boundary to NM State line	4	C				X			4	X					

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Rec'd 7/11/18
date/time stamp

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

ENGINEERING DEPARTMENT

Date/Signature: **July 11, 2018** /

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

EASEMENT ABANDONMENTS - PERMISSION TO ABANDON ALL EASEMENTS EXISTING WITHIN THE SHOW LOW EAST UNIT ONE SUBDIVISION PREVIOUS TO THE DATE CREATED AND APPROVED ON JUNE 20, 2006. EASEMENTS ORIGINALLY PART OF LOT 10, 11, EAST 1/2 OF LOT 12 IN RECORD OF SURVEY, TM. BOOK 6, PAGE 2, APACHE COUNTY RECORDS, BUT NEVER BUILT.

BOS Meeting Date Requested **August 6, 2018**

PRE-AGENDA ITEM REVIEW

Legal Review:

JOE YOUNG REVIEWED AND OKAY'D JUNE 6, 2018

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]

DEDICATION

STATE OF ARIZONA
COUNTY OF APACHE

KNOW ALL MEN BY THESE PRESENTS: THAT SHOW LOW EAST, LLC, AN ARIZONA CORPORATION, *PLATINUM*, HAS SUBDIVIDED, UNDER THE NAME SHOW LOW EAST UNIT 1, THAT PORTION OF SECTION 9, T.10N., R.24E., G.4S.R.M., APACHE COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID SHOW LOW EAST UNIT 1, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR HAVE GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT SHOW LOW EAST, LLC, *APACHE*, HEREBY DEDICATES TO THE PUBLIC FOR THE USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDES IN THE ABOVE RESERVED EASEMENTS EASEMENTS DESIGNATED FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF SHOW LOW EAST, LLC, *APACHE*, HAS THIS DAY OF 2008, HERETOBY CAUSED ITS CORPORATE NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER HERETOBY AUTHORIZED.

SHOW LOW EAST, LLC, *PLATINUM*

ATTEST: *Doyle Hancock*
Gary Salaman

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF APACHE

ON THIS THE 9th DAY OF June, 2008, BEFORE ME, THE UNDERSIGNED, *Doyle Hancock*
Gary Salaman
OFFICER, PERSONALLY APPROVED

ACKNOWLEDGED HIMSELF/HERSELF TO BE *Doyle Hancock* SHOW LOW EAST, LLC, AN ARIZONA CORPORATION, AND *Gary Salaman* ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, WAS AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREON CONTAINED OF SIGNING THE NAME OF THE CORPORATION, AS TRUSTEE, BY HIMSELF/HERSELF, AS SUCH AN OFFICER.

IN WITNESS WHEREOF I HAVE HERETOBY SET MY HAND AND OFFICIAL SEAL: *Doyle Hancock*
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-6-08

APPROVAL

APPROVE THE DAY OF June, 2008 BY THE COUNTY BOARD OF SUPERVISORS.

BY *Doyle Hancock* ATTEST: *Doyle Hancock*
CLERK

PLANNING & ZONING

APPROVED *W. H. H. H.* DATE 6-6-08
PLANNING DIRECTOR

APPROVED *Charles E. Ballard* DATE 6/6/08
DIRECTOR OF PLANNING & ZONING COMMISSION

SUBDIVIDER

SHOW LOW EAST, LLC,
113 WEST MAIN
SHOWLOW, ARIZONA 85937

CERTIFICATION

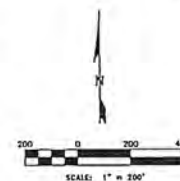
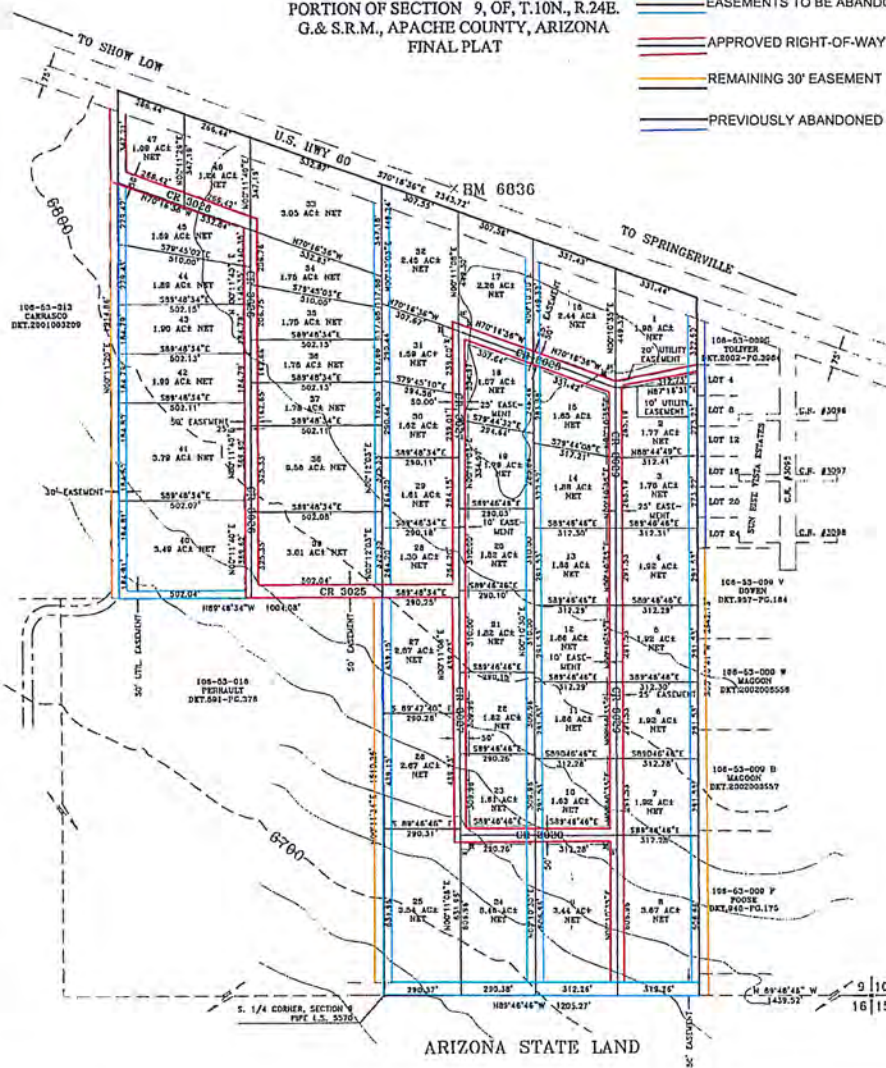
I HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENNETH R. BRADSHAW, PLS 15095
P.O. BOX 7574, 1700 W. CLEVELAND ST. &
SAINT JOHN, ARIZONA 85938

SHOW LOW EAST UNIT 1
PORTION OF SECTION 9, OF T.10N., R.24E.
G. & S.R.M., APACHE COUNTY, ARIZONA
FINAL PLAT

LEGEND

- EASEMENTS TO BE ABANDONED
- APPROVED RIGHT-OF-WAY
- REMAINING 30' EASEMENT
- PREVIOUSLY ABANDONED



STATE OF ARIZONA
COUNTY OF APACHE

I hereby certify that the within plat is a true and correct copy of the original plat as recorded in the public records of the County of Apache, Arizona, on June 6, 2008, at 1:00 PM.

In Book No. 97M, Page 26

By *Doyle Hancock* Deputy

LEGAL DESCRIPTION

BEGINNING AT A POINT MARKING THE SOUTH QUARTER CORNER OF SECTION 9, T.10N., R.24E., G. & S.R.M., APACHE COUNTY, ARIZONA, THENCE SOUTH 89°45'46" EAST ALONG THE SOUTH SIDE OF SECTION 9, A DISTANCE OF 1,203.27 FEET; THENCE NORTH 0°10'41" EAST, A DISTANCE OF 2,042.53 FEET TO A POINT ON THE CENTERLINE OF U.S. HIGHWAY 60; THENCE NORTH 70°16'36" WEST AND ALONG THE CENTERLINE OF HIGHWAY 60, A DISTANCE OF 2,343.79 FEET; THENCE SOUTH 0°11'20" WEST, A DISTANCE OF 1,914.06 FEET; THENCE SOUTH 89°45'46" EAST, A DISTANCE OF 1,004.68 FEET; THENCE SOUTH 0°11'24" WEST, A DISTANCE OF 1,515.28 FEET; TO THE TRUE POINT OF BEGINNING, CONTAINING 118.28 ACRES, MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY.

NOTES

A) OVERHEAD CUT POLES W/20' LEADS FOR ANCHORS MAY BE PLACED, WHEN NECESSARY, OUTSIDE EXISTING EASEMENTS.



1 of 1

SHOW LOW EAST UNIT 1

ISAACSON ENGINEERING
P.O. BOX 2974
TULSA, OK 74101
(918) 371-2919

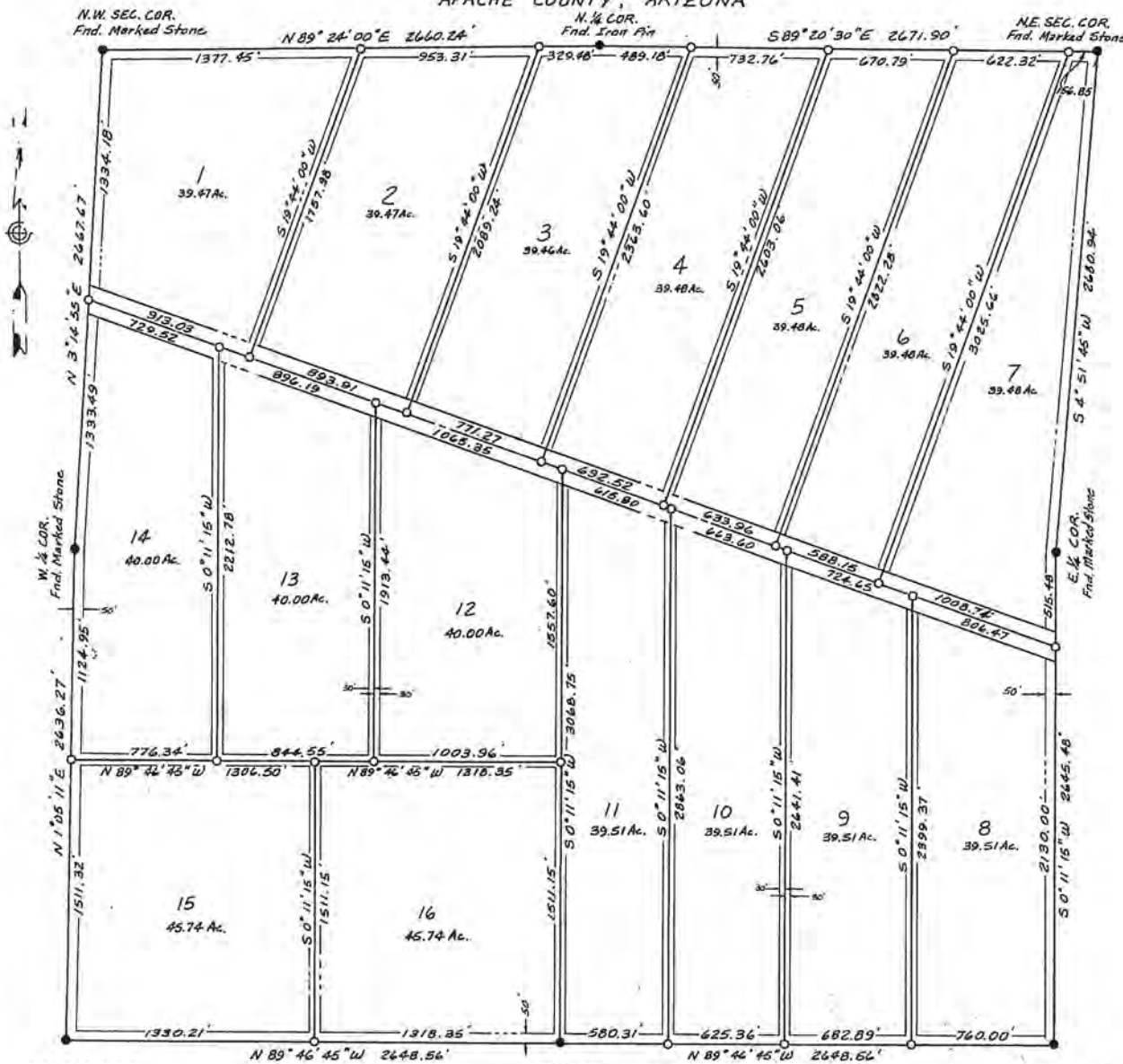
RECORD OF SURVEY

AND

ROAD DEDICATION

SEC. 9 TION. R 24 E
APACHE COUNTY, ARIZONA

6-2



S.W. SEC. COR.
Set by Double Proportion

S 1/4 COR.
Set Alum. Pipe

O Denotes Alum. Pipe
(Exception - Points that fell in Hwy.
were set at R/W intersection points)

S.E. SEC. COR.
Fnd. Marked Stone

ROADWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

MINNESOTA TITLE COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE, LEGAL OWNER OF THE PROPERTY INCLUDED IN THE ROADWAYS SHOWN HEREON, HEREBY GRANT THESE ROADWAYS TO THE PUBLIC FOR USE AS SUCH.

MINNESOTA TITLE COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE HAS HERETO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED TRUST OFFICER, THEREUNTO DULY AUTHORIZED ON THIS 22ND DAY OF JANUARY 1976.

MINNESOTA TITLE COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE

By James H. Terry
TRUST OFFICER

ACKNOWLEDGMENT

STATE OF ARIZONA } ss.
COUNTY OF MARICOPA }

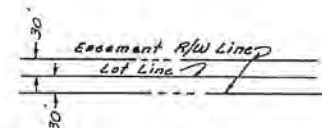
ON THIS 22ND DAY OF JANUARY, 1976, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED

WHO ACKNOWLEDGED HIMSELF TO BE A TRUST OFFICER OF MINNESOTA TITLE COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE, AND ACKNOWLEDGES THAT HE, AS SUCH TRUST OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, AS TRUSTEE, BY HIMSELF AS TRUST OFFICER.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:
11-17-79

Ray K. Kuntz
NOTARY PUBLIC



TYPICAL ROADWAY EASEMENT
ALONG ALL INTERIOR LOT LINES

STATE OF ARIZONA)
COUNTY OF MARICOPA)

I hereby certify that this within instrument was filed and recorded on 22ND DAY OF JANUARY, 1976, at 10:30 A.M. in Book 678 Page 2 at the Request of Robert Shaw
VIRGIE BEAR, Recorder
by My Commission



ROBERT SHAW ENGR. CO.
PHOENIX, ARIZ.
R. CROSS, SECRETARY

This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME TROY & DIXIE FORD
ADDRESS 23335 STAGHORN LANE
CITY, STATE, ZIP CONGRESS, AZ. 86332
PHONE 928-427-9607
PARCEL # 106-84-023
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description
PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

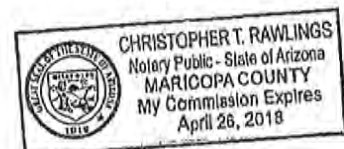
TROY L FORD
PRINTED NAME
Troy Ford
SIGNATURE

DIXIE A. FORD
PRINTED NAME
Dixie A. Ford
SIGNATURE

SUBSCRIBED and SWORN to before me this 5 day of OCTOBER, 2017 by

TROY L. FORD and DIXIE A. FORD
My Commission Expires: APRIL 26 2018
Christopher T. Rawlings
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME William & Monica Pena
ADDRESS 2431 E OMEGA DRIVE
CITY, STATE, ZIP SAN TAN VALLEY, AZ 85143
PHONE 480-993-9092
PARCEL # 106-84-010
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description
PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

William Pena
PRINTED NAME

[Signature]
SIGNATURE

Monica Pena
PRINTED NAME

[Signature]
SIGNATURE

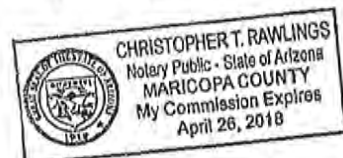
SUBSCRIBED and SWORN to before me this _____ day of _____, _____ by

William Pena and Monica Pena

My Commission Expires:
April 26 2018

[Signature]
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME William & Monica Pena
ADDRESS 2431 E. Omega Drive
CITY, STATE, ZIP SANFAN VALLEY AZ, 85143
PHONE 480-993-9092
PARCEL # 106-84-028
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description
PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

WILLIAM PENA
PRINTED NAME
[Signature]
SIGNATURE

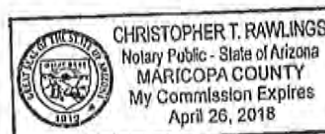
MONICA PENA
PRINTED NAME
[Signature]
SIGNATURE

SUBSCRIBED and SWORN to before me this _____ day of _____, _____ by
WILLIAM PENA and MONICA PENA

My Commission Expires:
April 26, 2018

[Signature]
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME JOHN COOGAN
ADDRESS 26274 W. FIREHAWK DRIVE
CITY, STATE, ZIP BUCKEYE, AZ. 85390
PHONE 909-815-4927
PARCEL # 106-84-020
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description
PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

JOHN COOGAN
PRINTED NAME
[Signature]
SIGNATURE

PRINTED NAME

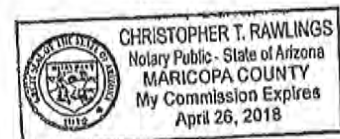
SIGNATURE

SUBSCRIBED and SWORN to before me this 6 day of OCTOBER, 2017 by
JOHN COOGAN and _____

My Commission Expires:
APRIL 26 2018

[Signature]
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME BUDDY BURNETT
ADDRESS P.O. BOX 1660
CITY, STATE, ZIP SHOW LOW, AZ 85902
PHONE _____
PARCEL # 106-84-040
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description
PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. **Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.**

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

Buddy Burnett
PRINTED NAME

PRINTED NAME

Buddy Burnett
SIGNATURE

SIGNATURE

SUBSCRIBED and SWORN to before me this 5 day of October, 2017 by

_____ and _____
My Commission Expires: 6-30-18
Marcie Pawlik
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME THE RULIA TRUST C/O RUSSELL MASSEY
ADDRESS PO BOX 58
CITY, STATE, ZIP SHOW LOW, AZ 85902
PHONE _____
PARCEL # 106-84-007
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description
PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. **Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.**

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

Russell F Massey
PRINTED NAME

PRINTED NAME

Russell Massey
SIGNATURE
Trustee for The Rulia Trust

SIGNATURE

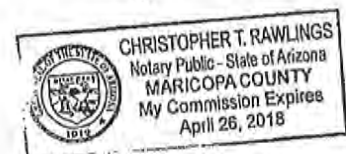
SUBSCRIBED and SWORN to before me this 30 day of SEPTEMBER, 2017 by

RUSSELL F. MASSEY and _____

My Commission Expires:
April 26 2018

Christopher T Rawlings
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME CMH HOMES INC.
ADDRESS 474 S. MAIN ST.
CITY, STATE, ZIP SNOWFLAKE, AZ 85937
PHONE _____
PARCEL # 106-84-036
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description

PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☒ DO NOT ☐

SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

Christopher Foster
PRINTED NAME

PRINTED NAME

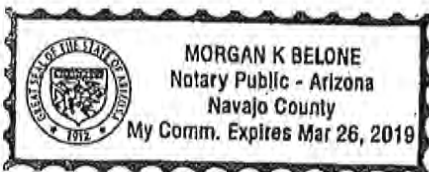
[Signature]
SIGNATURE

SIGNATURE

SUBSCRIBED and SWORN to before me this 5 day of October, 2017 by
Christopher Foster, General Manager and _____

My Commission Expires:
3-26-2019

Morgan K Belone
Notary Public



This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528

This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME DANIEL VANCE
ADDRESS 4319 E. SACATON ST.
CITY, STATE, ZIP PHOENIX, AZ 85044
PHONE _____
PARCEL # 106-84-035
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description
PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

DANIEL W VANCE
PRINTED NAME

PRINTED NAME

[Signature]
SIGNATURE

SIGNATURE

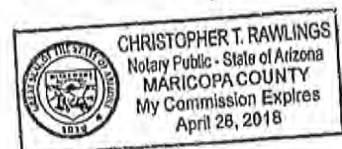
SUBSCRIBED and SWORN to before me this 20 day of SEPTEMBER 2017 by

DANIEL VANCE and _____

My Commission Expires:
April 26 2018

[Signature]
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME RANDY & LISA MIFFLIN
ADDRESS 10 ACR 3165
CITY, STATE, ZIP SHOW LOW AZ 85901
PHONE 928-358-7496
PARCEL # 106-84-026
(Apache County Assessor's Parcel I.D. Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by SHOW LOW EAST UNIT 1 LLC C/O DIRK HANCOCK
Type or Print Name

Enter road name/description
PLATTED ROAD R/W PER BK 6 TM, PAGE 2; BUT NEVER BUILT

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Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

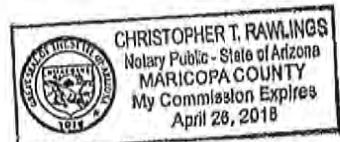
RANDY MIFFLIN
PRINTED NAME
[Signature]
SIGNATURE

LISA MIFFLIN
PRINTED NAME
[Signature]
SIGNATURE

SUBSCRIBED and SWORN to before me this 30 day of SEPTEMBER, 2017 by

RANDY MIFFLIN and LISA MIFFLIN
My Commission Expires: APRIL 26 2018
CLL T Rawls
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
P. O. Box 238, St. Johns, AZ 85936
928-337-7528



28211107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

Remitter: DOYLE D HANCOCK

Pay To The Order Of: APACHE COUNTY

Pay: FIVE HUNDRED DOLLARS AND 00 CENTS

Do not write outside this box

Memo:
Note: For information only. Comment has no effect on bank's payment.

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9199833653

1221

Valid after 7 years

09/18/2017

Date

\$** 500.00 **

Drawer: JPMORGAN CHASE BANK, N.A.

Ryan A. Crowley

Ryan A. Crowley, Managing Director
JPMorgan Chase Bank, N.A.
Phoenix, AZ



⑈9199833653⑈ ⑆122100024⑆ 758661409⑈

SHOW LOW EAST UNIT 1
PORTION OF SECTION 9, OF T.10N, R.24E
G. & S.R.M., APACHE COUNTY, ARIZONA
FINAL PLAT

ACKNOWLEDGMENT

[illegible]

Mr. William J. Bennett
U.S. Department of Education
Washington, D.C. 20540

APPROVAL _____ DAY OF _____ 2006 BY THE
APPROVAL AUTHORITY OF THE BOARD OF DIRECTORS _____
BY _____ ATTN: _____
CNAME _____

PLANNING & ZONING

APPROVED John D. [Signature] DATE 6-6-06
Name: Position:

APPROVED Charles E. Ireland DATE 8/15/06
 DIRECTOR OF PLANNING & ZONING COMMISSION

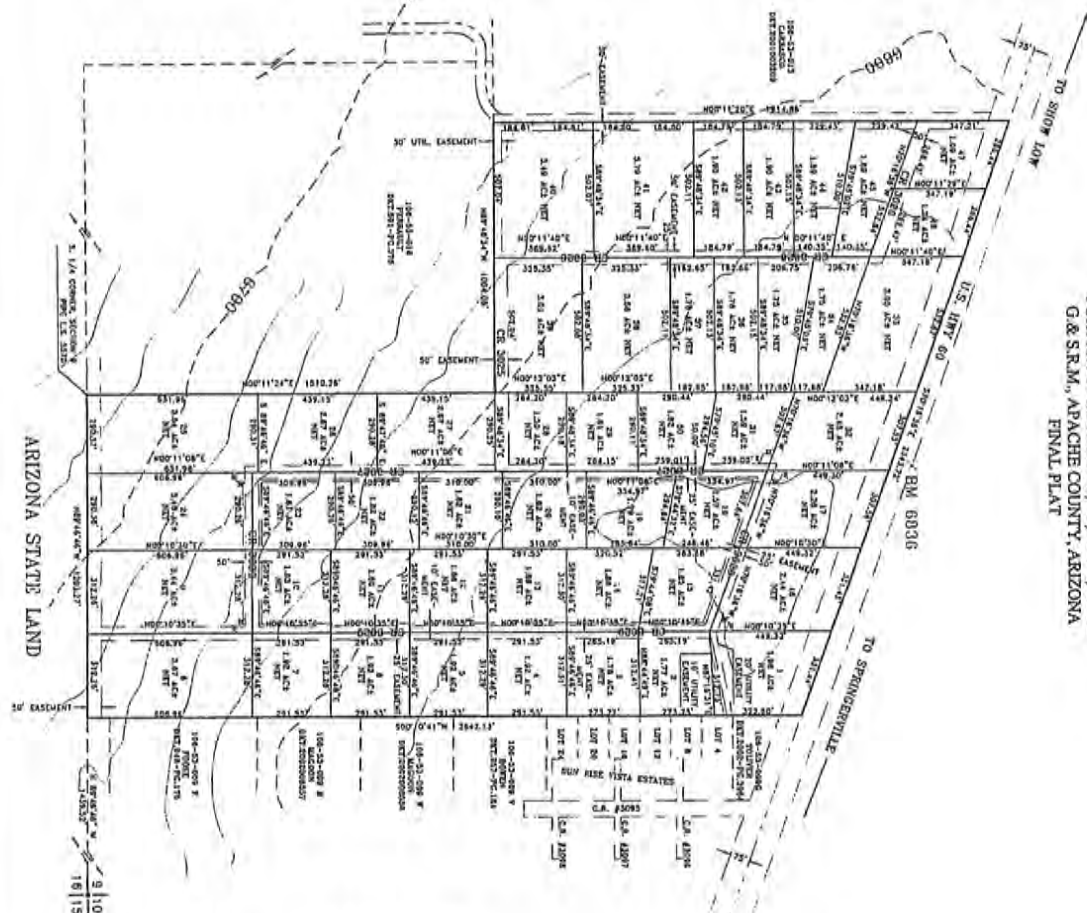
SUBBINDER
SNOX LOW CAST LLC
113 NORTH MAIN
SUGERTLAND, ARIZONA 85957

12345678910111213141516171819202122232425262728293031323334353637383940414243444546474849505152535455565758596061626364656667686970717273747576777879808182838485868788899091929394959697989910010110210310410510610710810911011111211311411511611711811912012112212312412512612712812913013113213313413513613713813914014114214314414514614714814915015115215315415515615715815916016116216316416516616716816917017117217317417517617717817918018118218318418518618718818919019119219319419519619719819920020120220320420520620720820921021121221321421521621721821922022122222322422522622722822923023123223323423523623723823924024124224324424524624724824925025125225325425525625725825926026126226326426526626726826927027127227327427527627727827928028128228328428528628728828929029129229329429529629729829930030130230330430530630730830931031131231331431531631731831932032132232332432532632732832933033133233333433533633733833934034134234334434534634734834935035135235335435535635735835936036136236336436536636736836937037137237337437537637737837938038138238338438538638738838939039139239339439539639739839940040140240340440540640740840941041141241341441541641741841942042142242342442542642742842943043143243343443543643743843944044144244344444544644744844945045145245345445545645745845946046146246346446546646746846947047147247347447547647747847948048148248348448548648748848949049149249349449549649749849950050150250350450550650750850951051151251351451551651751851952052152252352452552652752852953053153253353453553653753853954054154254354454554654754854955055155255355455555655755855956056156256356456556656756856957057157257357457557657757857958058158258358458558658758858959059159259359459559659759859960060160260360460560660760860961061161261361461561661761861962062162262362462562662762862963063163263363463563663763863964064164264364464564664764864965065165265365465565665765865966066166266366466566666766866967067167267367467567667767867968068168268368468568668768868969069169269369469569669769869970070170270370470570670770870971071171271371471571671771871972072172272372472572672772872973073173273373473573673773873974074174274374474574674774874975075175275375475575675775875976076176276376476576676776876977077177277377477577677777877978078178278378478578678778878979079179279379479579679779879980080180280380480580680780880981081181281381481581681781881982082182282382482582682782882983083183283383483583683783883984084184284384484584684784884985085185285385485585685785885986086186286386486586686786886987087187287387487587687787887988088188288388488588688788888989089189289389489589689789889990090190290390490590690790890991091191291391491591691791891992092192292392492592692792892993093193293393493593693793893994094194294394494594694794894995095195295395495595695795895996096196296396496596696796896997097197297397497597697797897998098198298398498598698798898999099199299399499599699799899910001001100210031004100510061007100810091010101110121013101410151016101710181019102010211022102310241025102610271028102910301031103210331034103510361037103810391040104110421043104410451046104710481049105010511052105310541055105610571058105910601061106210631064106510661067106810691070107110721073107410751076107710781079108010811082108310841085108610871088108910901091109210931094109510961097109810991100110111021103110411051106110711081109111011111112111311141115111611171118111911201121112211231124112511261127112811291130113111321133113411351136113711381139114011411142114311441145114611471148114911501151115211531154115511561157115811591160116111621163116411651166116711681169117011711172117311741175117611771178117911801181118211831184118511861187118811891190119111921193119411951196119711981199120012011202120312041205120612071208120912101211121212131214121512161217121812191220122112221223122412251226122712281229123012311232123312341235123612371238123912401241124212431244124512461247124812491250125112521253125412551256125712581259126012611262126312641265126612671268126912701271127212731274127512761277127812791280128112821283128412851286128712881289129012911292129312941295129612971298129913001

CERTIFICATION

1. JERRY CERRY (DA) THE SERVICE AND SUBMISSION OF THE PRESENT
ADDRESS AND PLATED SECTION WAS PROVIDED UNDER MY DIRECT
SUPERVISION AND THAT OF THE C AND C COUNTY TO THE BEST OF MY
RECOLLECTED AND BELIEF.

RENNETT L. GALLISON, MS 13918
P.O. BOX 3414, 1750 W. CLEVELAND ST. S
TAMU 20904, AUSTIN 78714



VICINITY MAP

TO HOLBROOK TO HOLBROOK

FLAKE
TAYLOR

1

PLINTOP

To close

STATE
COUNT

Chen

1

CONDUCTED AT A PUBLIC MEETING, THE SOUTH
110th, 834th, 6th FIVE, APACHE COUNCIL

WENT 161 TO A POINT ON THE CLIFFS
NORTH 77° 16' 34" WEST AND ALONG
THE CLIFFS A DISTANCE OF 2,145.72 FEET.

STANDARD 118.36 ACCTG, WORK OR LESS

CONTINGENT CIV POLICY W/30' LEADS FOR

1

ISAACSON ENGINEERING
P.O. Box 2924
ST. JOHNS, AZ 85936
(928) 337-0910

SITEPLAN & OVERVIEW

SHOW LOW EAST UNIT 2

SCALE: 1" = 100'	Drawn By: D.B.J.R.	Reviewed By: K.L.
DATE: 05/16/2009	DWG FILE: Snow-Low-Curbline1.dwg	
JOB NO.: 0515		

qTM Page 26

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Rec'd 7/10/18
time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

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

County Attorney: Discussion and possible approval of Agreement between Apache County Attorney's Office and Axon Enterprise, Inc. There are not cost associated.

BOS Meeting Date Requested August 6, 2018

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 _____



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-168662-43249.665RC

Issued: 05/29/2018

Quote Expiration: 06/30/2018

Account Number: 500165

Start Date: 06/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Randall Cooper

Phone:

Email: rcooper@axon.com

Fax:

PRIMARY CONTACT

Yvette Greer

Phone: (928) 337-7560

Email: ygreer@apachelaw.net

SHIP TO

Yvette Greer
Apache County Attorney
245 W. 1 st S.
St. Johns, AZ 85936
United States

BILL TO

Apache County Attorney
P. O. Box 637
245 W. 1 st S.
St. Johns, AZ 85936
United States

Year 1 Due Net 30

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89111	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	3	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88111	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	22	0.00	0.00	0.00
Subtotal					0.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					0.00

Year 2 Due April 1st, 2019

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89211	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	3	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88211	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	22	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 3 Due April 1st, 2020

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89311	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	3	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88311	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	22	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 4 Due April 1st, 2021

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89411	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	3	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88411	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	22	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 5 Due April 1st, 2022

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89511	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	3	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88511	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	22	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Grand Total 0.00



Discounts (USD)

Quote Expiration: 06/30/2018

List Amount	8,727.15
Discounts	8,727.15
Total	0.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1 Due Net 30	0.00
Year 2 Due April 1st, 2019	0.00
Year 3 Due April 1st, 2020	0.00
Year 4 Due April 1st, 2021	0.00
Year 5 Due April 1st, 2022	0.00
Grand Total	0.00

Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://www.axon.com/legal/sales-terms-and-conditions>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Randall Cooper at rcooper@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-168662-43249.665RC

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013
Axon Enterprise, Inc. All rights reserved.



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote



pricing is subject to change if the phased deployment changes.

- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

- 7 **Warranties.**

7.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above



are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 **Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement,



except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

- 12** **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

- 13** **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

- 15** **Termination.**

15.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement



may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

- 15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.
- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any



of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without



reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:

- 16.15 Entire Agreement.** This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

- 16.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Agency

Signature: _____
Name: _____
Title: _____
Date: _____

Evidence.com Terms of Use

Appendix

- 1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

- 2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

- 3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

- 4 **Evidence.com Data Security.**

4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.

5. Axon's Support. Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5.1. Support of Android Applications. For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

6. Data Privacy. Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7. Data Storage. Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in

archival storage will not have immediate availability, and may take up to 24 hours to access.

- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

8.1. The Termination provisions of the Master Service Agreement apply;

8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

- 11 **After Termination.** Axon will not delete any Agency Content as a result of a termination

during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.
 - 2.1. The Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for \$7,000 per week (4 consecutive days) or \$2000 per day. The full set of service options includes:

System set up and configuration • Setup Axon View on smart phones (if applicable). • Configure categories & custom roles based on Agency need. • Register cameras to Agency domain. • Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • One on-site session included.
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "admin" credentials from Agency. • On-site assistance included
Best practice implementation planning session • Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. • Provide referrals of other agencies using the Axon camera products and Evidence.com Service • Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies.
End user go live training and support sessions Assistance with device set up and configuration. Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

- 2.2.** The Axon Starter Package includes one day of on-site services and a professional services manager that will work closely with the Agency to assess the Agency's deployment scope and determine which services are appropriate. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package options include:

System set up and configuration • Setup Axon Mobile on smart phones (if applicable). • Configure categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Virtual assistance included.
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "Administrator" credentials from Agency. • Virtual assistance included.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations.
End user go live training and support sessions • Assistance with device set up and configuration. • Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

- 2.3.** The Package for the CEW-related Services are detailed below:

System set up and configuration • Configure Evidence.com categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Register users and assign roles in Evidence.com. • For the Full Service Package: On-site assistance included • For the Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Best practice implementation planning session to: • Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata for organization purposes and other best practice for digital data management. • Provide referrals to other agencies using the TASER CEW Products and Evidence.com Service. • For the Full Service Package: On-site assistance included • For the Starter Package: Virtual assistance included

System Admin and troubleshooting training sessions	
On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	
Evidence.com Instructor training	
- Axon's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs. For the Full Service Package: Training for up to 3 individuals at the Agency For the Starter Package: Training for up to 1 individual at the Agency	
TASER CEW inspection and device assignment	
Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.	
Post go live review session	
For the Full Service Package: On-site assistance included.	
For the Starter Package: Virtual assistance included.	

- 3 **Officer Safety Plan (OSP) Full Service and Starter Service.** The Package for OSP Full Service includes both the Axon Full Service and CEW Full Service items. The Package for OSP Starter Service includes both the Axon Starter Service and CEW Starter Service items.

- 4 **Smart Weapon Transition Service.** The Package for Smart Weapon Transition service includes the following:

Archival of Firing Logs
Axon's on-site professional services team will upload firing logs to Evidence.com from all TASER CEW Smart Weapons that the Agency is replacing with newer Smart Weapon models.
Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide the Agency with a Certificate of Destruction

- 5 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include one deployment planning conference call and one virtual administrative training via WebEx.

- 6 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.

- 7 **Delivery of Services.**

7.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

7.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

- 8 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 9 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 10 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 11 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause.

Technology Assurance Plan Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.
- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any CEW model available as of the Effective Date of this Agreement. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the

Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.
- 6 **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
 - 6.1. **TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.
 - 6.2. **OSP or Unlimited TAP.** If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.
- 7 **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.
- 8 **TAP for CEWs.** TAP for CEWs is a 5 year term. If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a

battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

If the Agency would like to change product models for the CEW Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered CEW Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered CEW Upgrade Model.

To continue TAP coverage for the CEW Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

- 9 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 9.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
- 9.2. Axon will not and has no obligation to provide the free upgrades.
- 9.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 9.5. **Termination of TAP for CEWs.** In addition to the above, if the Agency terminates TAP for CEWs, the below also applies:
 - 9.5.1. If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any Axon products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
 - 9.5.2. If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
 - 9.5.3. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each Covered Product.

Axon Commander™ Software

Appendix

If Axon Commander is included on the Quote, this Axon Commander Appendix applies. The Axon Commander Software (**Commander**), all executable instructions, images, icons, sound, and text incorporated in Commander, are owned by Axon and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon.

1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. The term of the license will be detailed in the Quote. The Agency may use Commander in a networked environment on computers other than the computer on which Commander is installed provided that each execution of Commander is for data communication with an Axon product. The Agency may make copies and adaptations of Commander for archival purposes only. When copying or adaptation is an essential step in the authorized use of Commander, the Agency shall retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations.
2. **Term.** The term for the Commander license, as well as for any maintenance, will begin upon the completion of Commander installation services by Axon.
3. **License Restrictions.** The Agency may not use Commander in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Commander; (b) reverse engineer, disassemble, or decompile Commander or apply any other process or procedure to derive the source code of Commander, or allow any others to do the same; (c) access or use Commander in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Commander in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Commander, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Commander; (g) access Commander in order to build a competitive product or service or copy any features, functions or graphics of Commander; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Commander and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any of Axon's affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Commander.
4. **Support.** Axon may make available updates and error corrections (collectively, "Updates") to Commander. Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate

access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Commander. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of Commander for a period of six (6) months following the date the subsequent release/version is made generally available.

5. **Termination.** This Agreement will continue for the duration of Axon's copyright in Commander, unless earlier terminated as provided in this Agreement. Axon may terminate Agency's license immediately without notice to Agency for its failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Commander, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

Axon Integration Services Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.
- 5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
 - 5.1. Making available its relevant systems, including its current CAD or RMS, for

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- assessment by Axon (including making these systems available to Axon via remote access if possible);
- 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
 - 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
 - 5.5. Promptly installing and implementing any and all software updates provided by Axon;
 - 5.6. Ensuring that all appropriate data backups are performed;
 - 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
 - 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
 - 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
 - 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

- 6 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Forensic Suite Software Appendix

If Axon Forensic Software is included on the Quote, this Axon Forensic Software Appendix applies. The Axon Forensic Suite including Axon Convert, Axon Five and Axon Detect (**Axon Forensic**), including all executable instructions, images, icons, sound, and text incorporated in Axon Forensic, is owned by Amped Software SRL (**Amped**) and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Amped.

1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Forensic, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Axon Forensic exclusively for data communication with an Amped or a Axon product. Axon Forensic may be used in a networked environment on computers other than the computer on which Axon Forensic is installed provided that each execution of Axon Forensic is for data communication with an Amped or an Axon product. Copies and adaptations of Axon Forensic may be made for archival purposes and when copying or adaptation is an essential step in the authorized use of Axon Forensic provided that the Agency retains all copyright, trademark, and proprietary notices in the original Axon Forensic on all copies or adaptations. The Agency may copy the written materials accompanying Axon Forensic.
2. **License Restrictions.** The Agency may not use Axon Forensic in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Axon Forensic; (b) reverse engineer, disassemble, or decompile Axon Forensic or apply any other process or procedure to derive the source code of Axon Forensic, or allow any others to do the same; (c) access or use Axon Forensic in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Axon Forensic in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Axon Forensic, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Axon Forensic; (g) access Axon Forensic in order to build a competitive product or service or copy any features, functions or graphics of Axon Forensic; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Amped or Axon licensors on or within Axon Forensic or any copies of Axon Forensic. All licenses granted to the Agency in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Axon Forensic and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any Axon affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Axon Forensic.
3. **Support.** The Agency acknowledges that Axon offers no guarantee of support or maintenance for Axon Five until purchased. Once purchased, Axon will offer support of Axon Five for one year at support@axon.com. On or before the one-year anniversary of purchase, the Agency may purchase additional years of support at current pricing. Should no support package be purchased, ongoing support and updates are discontinued by Amped for product, even though the Agency license remains valid for perpetual use.

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4. **Remedies.** THE AGENCY'S EXCLUSIVE REMEDY IS, AT AXON'S SOLE OPTION, REPAIR OR REPLACEMENT OF AXON FORENSIC OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY THE AGENCY FOR AXON FORENSIC.
 5. **Termination.** This Agreement will continue for the duration of Amped's copyright in Axon Forensic, unless earlier terminated as provided in this Agreement. Axon may terminate the license immediately without notice for failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Axon Forensic, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.
 6. **Export Controls (U.S. and Canada Only).** EXPORT OF AXON FORENSIC IS PROHIBITED. AXON FORENSIC MAY NOT BE EXPORTED WITHOUT THE PRIOR EXPRESSED WRITTEN APPROVAL OF AXON. UNAUTHORIZED EXPORT OF AXON FORENSIC IS PROHIBITED BY AXON AND CONSIDERED A VIOLATION OF LICENSE AGREEMENT.

Axon Interview Room Appendix

If Axon Interview Room is included on the Quote, this Axon Interview Room Appendix applies.

- 1 **Axon Interview Room Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Interview Room (**Interview Room Subscription**) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Statement of Work.** The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's respect to the professional services deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.
- 3 **Axon Interview Room Warranty.** Axon Interview Room Products are covered under the applicable manufacturer's warranty.
 - 3.1. **Warranty Returns.** The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.
 - 3.2. **Product Repair or Replacement.** If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.
- 4 **Hardware Maintenance Warranty Coverage.** If the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (**Hardware Maintenance Term**). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.
 - 4.1. **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:
 - 4.1.1. Hardware Maintenance coverage will terminate as of the date of termination

and no refunds will be given.

- 4.1.2.** Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.

- 5** **Support.** Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.
- 6** **Axon Interview Unlimited.** For use of an Axon Interview Room Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3 **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.
 - 5.1. If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide

extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

- 5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 **Fleet Wireless Offload Service.**

- 6.1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
- 6.2. **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
- 6.3. **License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.
- 6.4. **Updates.** If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.
- 6.5. **Fleet WOS Support.** If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

- 7 **Axon Fleet Unlimited Storage.** For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

- 8 **Axon Fleet Unlimited.** Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty.

Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

- 9 **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

- 9.1. Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
- 9.2. Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
- 9.3. The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Signal Sidearm Appendix

Signal Sidearm is an optional purchase the Agency may make. If Signal Sidearm is included on the Quote, this Signal Sidearm Appendix applies.

- 1 **Signal Sidearm Term.** The Signal Sidearm start date is based upon the shipment date of Signal Sidearm. If the shipment of the hardware occurred in the first half of the month, then the Signal Sidearm Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Signal Sidearm Term starts on the 15th of the following month. The Signal Sidearm Term length is 30 months from date of shipment.
- 2 **Signal Sidearm Warranty Coverage.** The Signal Sidearm includes the extended warranty coverage described in the current hardware warranty. Signal Sidearm warranty coverage starts at the end of the Hardware Limited Warranty term and continues for the Signal Sidearm Term.

Axon will provide the Agency with two extra batteries for each Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Signal Sidearm Term, the Agency may request the batteries through Axon's RMA process.

- 3 **Third Party Holster Warranty.** Axon provides an additional limited warranty on third party holsters used in conjunction with the Signal Sidearm. As such, for a period of one (1) year from the date of shipment of Signal Sidearm to Agency, Axon will provide a credit based on the MSRP of the holster to the Agency for damage caused to the holster directly by Signal Sidearm, other than holster installation points and ordinary wear and tear, up to a maximum of \$150.00, provided that (a) the Agency has a valid warranty claim for the holster and (b) the third party manufacturer will not honor the warranty claim due to Signal Sidearm voiding the Agency's holster warranty. Axon reserves the right to validate compliance with the above.

This warranty is subject to the proper use and installation of the Signal Sidearm as detailed in the Axon Signal Sidearm Assembly Guide. As such, Axon will not be responsible and this limited warranty does not extend to the repair, replacement or warranty of a holster used in conjunction with the Signal Sidearm that incurs damage not directly caused by use of the Signal Sidearm. Use of the Signal Sidearm with accessories, peripheral equipment and other products of a similar type, condition and standard other than prescribed by the holster manufacturer or Axon will void this warranty. Please refer to the manufacturer for information on your holster warranty. Axon disclaims all other warranties, express or implied.

- 4 **Spare Product.** Axon will provide a predetermined number of spare Signal Sidearm units for those hardware items and accessories listed in the Quote (**Spare Signal Sidearm Units**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Signal Sidearm Units is utilized, and Axon will repair the non-functioning unit

or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the warranty coverage, during the Signal Sidearm Term with the same product or a like product, at Axon's sole option.

- 5** **Signal Sidearm Termination.** If an invoice for Signal Sidearm is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate Signal Sidearm. Once Signal Sidearm coverage is terminated for any reason, then:
- 5.1.** If Signal Sidearm is terminated before the end of the term, then (a) the Agency will be invoiced for the remainder of the MSRP for the Signal Sidearm products received and not already paid as part of the Signal Sidearm before the termination date; or (b) only in the case of termination for non-appropriations, return the Signal Sidearm products to Axon within 30 days of the date of termination.
 - 5.2.** Signal Sidearm warranty coverage, as well as the third party holster warranty coverage, will terminate as of the date of termination and no refunds will be given.
 - 5.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Signal Sidearm Units provided by Axon. If the Spare Signal Sidearm Units are returned within 30 days of the Spare Signal Sidearm Units invoice date, credit will be issued and applied against the Spare Signal Sidearm Units invoice.

Axon Application Programming Interface Appendix

If Axon Application Program Interface (**API**) add-on is on the Quote, this Axon Application Programming Interface applies.

1 **Definitions.**

"API Client" means the software that acts as the interface between the Agency's computer and the server, which is already developed or to be developed by the Agency.

"API Interface" means the software (interconnectivity) implemented by the Agency to configure the Agency's independent API Client Software to operate in conjunction with the API Service for the Agency's authorized Use.

"Evidence.com Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in the Agency's Evidence.com account or integrate the Agency's Evidence.com account with other systems.

"Use" means any operation on the Agency's data that is enabled by the supported API functionality.

2 **Purpose and License.**

2.1. The Agency may use the API Service, and data made available through the API Service, in connection with an API Client developed by the Agency. Axon may monitor the Agency's use of the API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. The Agency agrees to not interfere with such monitoring or obscure from Axon the Agency's use of the API Service. The Agency will not use the API Service for commercial use without Axon's prior written approval. The Agency must purchase API licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

2.2. Axon grants the Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term of this Agreement to use the API Service, solely for the Agency's Use in connection with the Agency's API Client.

2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **API Configuration.**

3.1. The Agency will work independently to configure the Agency's API Client with the API Service for the Agency's applicable Use.

3.2. In order to access the API Service, the Agency will be required to provide certain information (such as identification or contact details) as part of the registration process. Any registration information provided to Axon must be accurate. The Agency will inform Axon promptly of any updates. Upon the Agency's successful registration, Axon will provide documentation outlining relevant API Service information.

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- 4 **Agency's Responsibilities.** When using the API Service, the Agency and its end users may not:
- 4.1. use the API Service in any way other than as expressly permitted under this Agreement;
 - 4.2. use in any way that results in, or could result in, any security breach with respect to Axon;
 - 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;
 - 4.4. interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service;
 - 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service or any related software;
 - 4.6. create an API Interface that functions substantially the same as the API Service and offer it for use by third parties;
 - 4.7. (i) provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service, (ii) "frame" "mirror" the API Service on any other server, or wireless or Internet-based device, or (iii) otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or
 - 4.8. take any action or inaction resulting in illegal, unauthorized or improper purposes.
- 5 **API Content.** All content related to the API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including but not limited to: (i) the design, structure and naming of the API Service fields in all responses and requests; (ii) the resources available within the API Service for which the Agency takes actions on, such as evidence, cases, users, reports, etc.; (iii) the structure of and relationship of the API Service resources; and (iv) the design of the API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither the Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time, to better serve the Agency ("**API Update**"). The Agency is required to implement and use the most current version of the API Service and to make any applicable changes to the Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which the Agency's API Client access or communicate with the API Service or the API Interface. Each API Client must contain means for the Agency to update the API Client to the most current version of the API Service. Axon will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.

Advanced User Management Appendix

If Axon Advanced User Management is on the Quote, this Advanced User Management Appendix applies.

- 1 **Scope.** Advanced User Management allows the Agency to (i) utilize bulk user creation and management; (ii) automate user creation and management through System for Cross-domain Identity Management (SCIM); and (iii) automate group creation and management through SCIM.
- 2 **Pricing.** The Agency must purchase Advanced User Management for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 3 **Advanced User Management Configuration.** The Agency will work independently to configure the Agency's Advanced User Management for the Agency's applicable Use. Upon request, Axon will provide general guidance to the Agency, including documentation that details the setup and configuration process.

Axon Third Party Data Ingestion Services Appendix

1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Data Ingestion Services**), whichever is first.

2 **Scope of Data Ingestion Services.** The Agency currently has third party data outside of Evidence.com (**Third Party Data**) that the Agency desires to store in Evidence.com. The project scope will consist of Axon transferring and ingesting the Agency's Third Party Data into Evidence.com. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage, and then run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Evidence.com.

Axon is responsible to perform only the Data Ingestion Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Data Ingestion Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.

4 **Delivery of Data Ingestion Services.**

4.1. **Project Management.** Axon will assign a Project Manager that will provide the expertise to execute a successful ingestion. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. The Project Manager will work closely with the Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

4.2. **Changes to Services.** Changes to the scope of the Data Ingestion Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. **Warranty.** Axon warrants that it will perform the Data Ingestion Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Data Ingestion Services depends upon the Agency's:

5.1. Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and

-
- exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);
- 5.3. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;
 - 5.4. Ensuring that all appropriate data backups are performed;
 - 5.5. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Data Ingestion Services;
 - 5.6. Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and
 - 5.7. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



EVIDENCE.COM PROSECUTOR SERVICES AGREEMENT

This Evidence.com Prosecutor Services Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote, (**Agency, Party** or collectively **Parties**), is entered into as of the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in the Quote Appendix (**the Quote**), which is hereby incorporated by reference. In consideration of this Agreement the Parties agree as follows:

- 1 **Term.** The Evidence.com subscription will begin upon the Effective Date and will remain in full force and effect until terminated by either Party (**Term**).
- 2 **Definitions.**
 - "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.
 - "Confidential Information"** means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.
 - "Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Evidence.com Service provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.
 - "Evidence.com Service"** means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third party applications, or the my.evidence.com services.
 - "Policies"** means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.
 - "Products"** means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.
 - "Quote"** is an offer to sell or to provide, is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.



- 3 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 4 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 5 **Evidence.com Data Security.**

5.1 Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

5.2 FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.

- 6 **Axon Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.



- 7 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 8 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place any data stored in the Agency's Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
9.1 The Termination provisions of the Master Service Agreement apply;
9.2 The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
9.3 If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 10 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 11 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services,



except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

- 12 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 13 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 14 **Payment Terms.** In the event Agency purchases any Products or Services from Axon, invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 15 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase location, the Agency is responsible for sales and other taxes associated with the order.
- 16 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 17 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 18 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.



- 19 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 20 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.

- 21 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 22 **Agency Responsibilities.** The Agency is responsible for (i) use of any activities under the Agency Evidence.com account and use by Agency employees and agents, (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

- 23 **Termination.**

23.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates



this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

- 23.2 By Agency.** If applicable, the Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.
- 23.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

24 General.

- 24.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive.
- 24.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 24.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 24.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 24.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 24.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.



- 24.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 24.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 24.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 24.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of Axon's rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of Axon's assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 24.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 24.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 24.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 24.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:



Axon: Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY:

24.15 Entire Agreement. This Agreement, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

24.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County 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's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(3), possible discussion and/or action regarding the PILT appropriation lawsuit.

BOS Meeting Date Requested 8/6/18

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)

County Manager _____

Date/Signature: _____



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

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

BOS Meeting Date Requested 8/6/18

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 _____