



Joe Shirley, Jr.
Supervisor, District I

Alton Joe Shepherd
Chairman, District II

Doyel Shamley
Vice Chairman, District III

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

April 3, 2018

Ganado Road Yard Conference Room

Highway 264 Mile Marker 446.8

Ganado, Arizona

8:30 a.m. MST (9:30 a.m. DMST)

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**

April 3, 2018

1. Submission of the Clinical Services Quarterly update for October 2017 through December 2017. No action is required.

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

April 3, 2018

1. Discussion and possible approval of an amendment to the meeting room policy of the libraries and would read: The conference rooms may not be used for activities for which a fee is charged, for any commercial enterprise (except for authors, historians, and speakers based on scheduling availability and not to exceed 10 hours a month). No admission fees may be solicited or collected by the library.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
April 3, 2018**

1. Native American Beef Marketing: Kimberly Yazzie and Bill Inman, Padres Mesa Demonstration Ranch: Presentation to highlight beef industry developments.
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 March 6, 2018 and April 3, 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. Request approval of the minutes dated February 13, 2018, February 26, 2018 and March 6, 2018.
- *C. Request approval of a Proclamation supporting Buena Vista Children's Service, Inc., a non-profit organization for child abuse prevention. This Proclamation has been approved in previous years.
- *D. Request approval of a Special Event Liquor License application for Terry Fillipi, Alpine Business Association the Alpine Country Blues Festival on June 15 & 16, 2018, located at 42665 Highway 180, Alpine, Arizona.
- *E. Request approval of a Special Event Liquor License application for Wes Myers, American Legion Post 130, for a Memorial Day event on May 28, 2018 at the Concho Valley Lions Club Park, Commercial Drive, Concho, Arizona.
- *F. District II: Request approval of an Intergovernmental Agreement between Navajo Nation and Apache County Amendment No. 2, N-9056 Jeddito (Besh Bi'to') road project. This is a partnership between the Navajo Division of Transportation (NDOT) and Apache County District II.
- *G. Apache County Schools Business Consortium: Submission of the consortium's annual report.
- *H. Notification of a proclamation by Arizona Governor Douglas Ducey, proclaiming April as County Government Month.

Personnel Items:

- *I. Recorder's Office: Request approval to extend the temporary employment for Dannee Roan for an additional 180 days.

Community Development:

- *J. Request approval to waive the \$300 fee for a Temporary Use Permit for Greer Civic Association, a non-profit organization to hold Greer Days, an annual community event in Greer, Arizona on June 8-9, 2018.
 - *K. Request approval of a Conditional Use Permit to allow Concho CAN, a non-profit organization, to construct a 3,200 square foot community center to hold various community events. Property is located on the frontage road just north of Sugar Shack, in Concho, Arizona, Parcel 201-30-003D. Planning and Zoning unanimously recommended approval on March 1, 2018 with conditions.
3. Recorder's Office: Discussion and possible approval of an Intergovernmental Agreement with the Arizona Secretary of State for participation in the Electronic Registration Information Center (ERIC) system to provide cross state duplicate registration detection and correction. This will assist with helping to maintain more accurate voter registration rolls. Cost for this service is four hundred eighty-six dollars and 67 cents. (\$486.67) annually, to be paid from the Recorder's existing budget.
 4. Recorder's Office: Discussion and possible approval of an agreement to continue application support for the document recording system named "thecountyrecorder." The new agreement will terminate in 2023. Cost is six thousand, eight hundred eighty dollars (\$6,880.00) semi-annually and will be funded from the Recorder's existing budget.
 5. Recorder's Office: Discussion and possible approval of an agreement to continue application support for the voter registration system "Power Profile." The agreement will terminate June 2018. FY18 fees have been waived.
 6. Assessor's Office: Discussion and possible approval to update the Certified Chief Appraiser job description (range 48) and hire Darren Rasmussen to fill the vacant position with a starting salary of fifty-eight thousand dollars (\$58,000). The salary will be funded with existing FY17 budgeted funds.

7. Engineering Department: Discussion and possible approval of Amendment #1 to the Intergovernmental Agreement (IGA) between Apache County and Navajo Division of Transportation for the inclusion of the C402 Aspen Loop Project. The amendment details a partnership between Navajo Department of Transportation (NDOT) and Apache County with roles and responsibilities defined. This amendment to the master IGA was approved between NDOT and Apache County on March 2, 2018 and includes a reimbursement to Apache County for work performed in the amount of six-hundred six thousand, six hundred seventy-nine dollars (\$606,679.00). All permits, certifications and clearances have been obtained for this project.
8. Engineering Department: Discussion and possible approval of the update to the Safety Boot and Prescription Eye Protection Program.
9. Supervisor Shamley, District III: Discussion and possible adoption of the Fair Housing Proclamation and resolution declaring April as Fair Housing Month in Apache County. This item meets the requirement by Department of Housing for communities receiving CDBG Community Development Block Grant funds.
10. Clerk of the Board: Discussion and possible approval of a resolution delegating authority for the Clerk of the Board, approval of Special Event Liquor Licenses and Temporary Premises Extension/Patio Permit applications. This item was tabled from a previous meeting.
11. County Manager: Discussion and possible approval of an agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds.
12. County Manager: Discussion and possible authorization to re-elect the following individual to the Apache County Industrial Development Authority: John Lang - term to expire March 2024.
13. County Manager: Pursuant to ARS §42-12052, possible approval of properties to be reclassified due to the 2018 Property Tax Classification appeals. The Apache County Assessor's Office is recommending all twenty-two (22) appeals be granted.
14. County Manager: Discussion and possible approval of the renewal of the contract with Johnson Appraisal to conduct the Board of Equalization hearings, effective May 1, 2018 through April 30, 2020.
15. County Manager: Discussion and possible approval to appoint Ryan Patterson to serve on the Arizona Counties Insurance Pool Board of Trustees and Ferrin Crosby as the alternate.
16. 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 a Notice of Claim - Jake Robbins concerning a road abandonment.

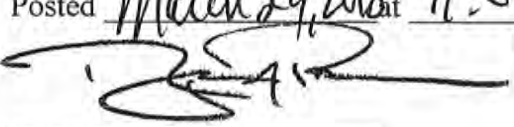
17. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- Eastern Arizona Counties Association on April 18, 2018 at 3:00 p.m. at the County Supervisors Association (CSA) building, 1905 West Washington Street in Phoenix.
- Small Counties Forum meeting on April 18, 2018 at 5:30 p.m. at the CSA building, 1905 West Washington Street in Phoenix.
- County Supervisors Association meeting on April 19, 2018 at the CSA building, 1905 West Washington Street, in Phoenix at 10:00 a.m.

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 March 29, 2018 at 11:00 a.m. p.m. by BB


Ryan Patterson
Clerk of the Board

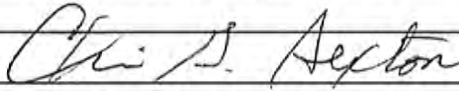
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: February 7, 2018



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

Information item only to fulfill grant requirement. No Action needed. Clinical Services Quarterly Update
October thru December 2017.

BOS Meeting Date Requested April 3, 2018

Legal Review: N/A

PRE-AGENDA ITEM REVIEW

Signature

Finance Review: N/A

Signature

Human Resources Review: N/A

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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.

Angela Kimmins RN, BSN, Public Health Nurse

Carla Walker, Immunization Coordinator II

Valerie Simpson, TB, STI, FP/WW Coordinator I

Clinical Services Quarterly Update Oct-Dec 2017

Immunization Program

During the second quarter, there was a total 496 of vaccines administered to children by the Apache County Health Department. For the month of October, clinical services increased our clinic in St Johns to every week for Flu shots. 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)	4
DTaP/IPV/Hib (diphtheria, tetanus, pertussis, polio, Hib)	4
DTaP/IPV (diphtheria, tetanus, pertussis, polio)	7
HPV9 (human papilloma virus)	40
Hep A 2 dose (hepatitis A)	25
Hep B (hepatitis B)	4
Hib (haemophilus influenza B)	8
IPV (inactivated poliovirus)	4
Influenza	249
MMR (measles, mumps, rubella)	6
MCV4 (meningitis)	52
Meningococcal B	3
PVC-13 (pneumococcal)	16
Rotavirus	2
Tdap	46
MMRV (measles, mumps, rubella, varicella)	8
Varicella (chickenpox)	10
Typhoid	1

During the second quarter, there were 510 vaccines administered to adults that had insurance or paid for the vaccination. Clinical services went to several locations throughout the county to give Flu Shots. The table below provides a breakdown of the vaccines administered:

Adult Vaccines (private pay, insurance)	# of vaccinations
Hep A (hepatitis A)	2
Hep B (hepatitis B)	2
Pneumococcal conjugate PCV 13	45
Pneumococcal PPV23	16
Tdap (tetanus, diphtheria, pertussis)	3
Typhoid	2
Zoster (Shingles)	8
Influenza	304
Influenza, +65 or older	102
MMR	1

The following table exhibits the number of “no cost to the client” vaccinations administered during the second quarter. There was a total of 137 free vaccines administered during this quarter.

Adult Vaccines (no cost)	# of vaccinations
Hep A	4
Hep B (hepatitis B)	3
Tdap (tetanus, diphtheria, pertussis)	16
HPV 9	4
Hep A-Hep B	2
Influenza	90
Pneumococcal conjugate PCV 13	10
Varicella	1
Zoster	7

Tuberculosis Program

The clinical services team continues to collaborate with area employers to offer both TB testing and immunizations on-site.

- Cleta met with the mother of a child that tested positive via TB skin test at the time of immigration. She discussed the need to have a physician see the child to complete paperwork documenting the child was TB free. The mother agreed to take the child in to North Country. Cleta arranged with the Apache County TB Officer, April Alvarez Corona, to have the child seen at North Country in St Johns at no cost to the family. Paperwork was completed by Micah Finch of North Country on 12/7/17 and sent to AzDHS. This case is complete, since the child was verified to be TB free.

Month	# of TB Skin Tests	# Positive
October	15	0
November	1	0
December	9	0

Well Woman/Family Planning Program

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

Month	FP/WW Clients served
October	9
November	12
December	9

Sexually Transmitted Infection (STI) Program

- Cleta attended a meeting at the St. Johns Learning Center, in conjunction with the Teen Pregnancy Prevention staff (Amanda Henson). During the "Reducing the Risk" curriculum, Cleta presented information on the Apache County Public Health STD and Family Planning Programs. Cleta also fielded questions from students on these topics.
- Apache County continues to have a high number of STD cases. Most cases are reported from clients on the Navajo Nation. Cases that are reported in southern Apache County are investigated and followed to ensure proper treatment is being provided.
- A meeting is set with staff for early January to brainstorm ways to increase the education, testing, and treatment of clients in our communities; since we continue to see an increase in STDs in Apache county.

Education/Activities/Conferences

Date(s)	Activity/Conference	Attendees
October 3	Flu shots on site at RV Road Yard, RV Senior Center, Beehive House in Eagar	Cleta & Carla
October 4	Immunization Services Meeting in Phoenix	Carla
October 10	Alpine Community Center Flu Shots	Cleta & Carla
October 11	Hinkson House and Angel Wings Assisted Living Facilities Flu Shots	Angela & Carla
October 12	Greer Fire Department Flu Shots	Cleta & Carla
October 17	Vernon Fire Dept Flu Shot Pod	Cleta & Carla

October 18	RV Elementary & Middle Schools Flu Shots	Cleta & Carla
October 19	Fall TB Program Meeting via GoToMeeting	Cleta & Angela
October 19	What's your HPV IQ? A Conversation About Immunization Quality Improvement Tools	Cleta
October 23	Flu Shots and TB Testing on site at Bannan Springs	Cleta & Carla
October 24	Held a CPR Class for Apache County staff	Cleta
October 25	St John's Middle School Catch up Shots	Cleta & Carla
October 26	Crafting Richer Public Health Messages Using Moral Foundations Theory Webinar	Cleta
November 1	Epidemiology Surveillance Capacity (ESC) In person meeting in Phoenix	Cleta
November 2	AZ Public Health Nurse Meeting in Phoenix	Cleta
November 13	Food Access Workshop in St Johns	Cleta
November 27	Nurse Consultation Meeting	Cleta
November 30	Marijuana and Communities: Criminalization, Impact, and Moving Forward	Cleta
December 6	Alpine Elementary School Flu Shots	Cleta & Carla
December 7	Joint Epidemiology Meeting with Navajo Epidemiology Dept & PHN's Conference call	Cleta
December 14	Clinical Services provided fresh Pizza Holiday cheer for coworkers	Cleta, Carla, & Angela
December 19	Meeting with Joni Hogle to update Clinical Services portion of county website	Cleta
December 19	Board of Supervisors Meeting	Cleta

Complaints/Infection/Incidents

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

The clinical services staff assembled 28 gift bags with homemade Chex Mix and flavored popcorn and delivered them to service partners. Without our service partners, the Clinical Services Division would not be as successful. The Apache County residents would not have the level of services that are delivered on a consistent basis without the team effort of so many.

Disease Investigation/ Other

A case of pertussis (whooping cough) was reported to Apache County by the Navajo County epidemiologist late on Tuesday, December 26th. The case was diagnosed by a physician in Show Low for a Concho resident.

Public Health Nurses, Angela and Cleta, reached out to the State Vaccine Preventable Epidemiologist for guidance on how to proceed. Angela interviewed the family by phone. It was determined there were 10 people living in the home. None of the family had received any vaccinations. Education was provided to the family, based on the state and CDC recommendations for testing, treatment, and prophylaxis. The family was willing to take the course of antibiotics used to treat and prevent pertussis as well as testing for symptomatic family members. This recommendation was explained to the family's medical provider. Orders were given to treat every member of the family and to test symptomatic members. The family had no medical insurance, so payment arrangements were facilitated with St John's Drug for a third party to pay the cost of the antibiotics. It was also determined that others in the Holbrook and Snowflake areas may have been exposed to the child with pertussis. Angela reached out to Navajo county to inform the PHN's there of the possible exposure and to initiate surveillance.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins March 27, 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 an amendment to the meeting room policy of the libraries and would read: **The conference rooms may not be used for activities for which a fee is charged, or for any commercial enterprise (except for authors, historians, and speakers based on scheduling availability and not to exceed 10 hours a month). No admission fees may be solicited or collected at the library.**

BOS Meeting Date Requested: April 3, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Apache County Library District
Agenda Item for Board Meeting of April 3, 2018

Discussion and possible approval of an amendment to the meeting room policy of the libraries and would read: **The conference rooms may not be used for activities for which a fee is charged, or for any commercial enterprise (except for authors, historians, and speakers based on scheduling availability and not to exceed 10 hours a month). No admission fees may be solicited or collected at the library.**

Pros

- The opportunity may act as an incentive for more authors, historians, and speakers to visit our libraries.
- Allow local authors to showcase their works in their communities.

Cons

- Pressure from commercial entities to allow them to sell.

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

date/time stamp

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

Doyel Shamley

Date/Signature: 26Feb18

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

Native American Beef - Marketing, Kimberly Yazzie & Mr. Bill Inman, Padres Mesa Demonstration Ranch
Presentation to highlight beef industry developments

BOS Meeting Date Requested: 03Apr18

PRE-AGENDA ITEM REVIEW

Legal Review: N/A

Signature _____

Finance Review: N/A

Signature _____

Human Resources Review: N/A

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

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)

Finance

Date/Signature:

SL CAL 3/22/18

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 March 6, 2018 and April 3, 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 4/3/18

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

AL

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063000	03/06/2018	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	986.03
Open	NBAZ - Warrant Clearing Account	Check	1063001	03/06/2018	Accounts Payable	APACHE COUNTY FSA	235.21
Open	NBAZ - Warrant Clearing Account	Check	1063002	03/06/2018	Accounts Payable	APACHE COUNTY HSA	3,308.74
Open	NBAZ - Warrant Clearing Account	Check	1063003	03/06/2018	Accounts Payable	APACHE COUNTY MEDICAL	161,396.73
Open	NBAZ - Warrant Clearing Account	Check	1063004	03/06/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	136,927.74
Open	NBAZ - Warrant Clearing Account	Check	1063005	03/06/2018	Accounts Payable	ASRS LEGACY EORP	1,101.84
Open	NBAZ - Warrant Clearing Account	Check	1063006	03/06/2018	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1063007	03/06/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	100,264.20
Open	NBAZ - Warrant Clearing Account	Check	1063008	03/06/2018	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1063009	03/06/2018	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,230.51
Open	NBAZ - Warrant Clearing Account	Check	1063010	03/06/2018	Accounts Payable	CORRECTIONS OFFICER RET PLAN	7,861.91
Open	NBAZ - Warrant Clearing Account	Check	1063011	03/06/2018	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,714.84
Open	NBAZ - Warrant Clearing Account	Check	1063012	03/06/2018	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1063013	03/06/2018	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1063014	03/06/2018	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1063015	03/06/2018	Accounts Payable	HJ VENTURES LLC	199.75
Open	NBAZ - Warrant Clearing Account	Check	1063016	03/06/2018	Accounts Payable	INTERNAL REVENUE SERVICE	452.25
Open	NBAZ - Warrant Clearing Account	Check	1063017	03/06/2018	Accounts Payable	NATIONWIDE	930.00
Open	NBAZ - Warrant Clearing Account	Check	1063018	03/06/2018	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1063019	03/06/2018	Accounts Payable	NATIONWIDE TRUST FSB	786.53
Open	NBAZ - Warrant Clearing Account	Check	1063020	03/06/2018	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
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Open	NBAZ - Warrant Clearing Account	Check	1063022	03/06/2018	Accounts Payable	PUBLIC SAFETY SHERIFF RET	41,352.52
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Open	NBAZ - Warrant Clearing Account	Check	1063024	03/06/2018	Accounts Payable	SECURITY BENEFIT GROUP	1,480.00
Open	NBAZ - Warrant Clearing Account	Check	1063025	03/06/2018	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,738.39
Open	NBAZ - Warrant Clearing Account	Check	1063026	03/06/2018	Accounts Payable	AIR-A-ZONA FLAG CO INC	95.45
Open	NBAZ - Warrant Clearing Account	Check	1063027	03/06/2018	Accounts Payable	ALLEGRA	1,911.19
Open	NBAZ - Warrant Clearing Account	Check	1063028	03/06/2018	Accounts Payable	ALSCO INC	342.18
Open	NBAZ - Warrant Clearing Account	Check	1063029	03/06/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,355.40
Open	NBAZ - Warrant Clearing Account	Check	1063030	03/06/2018	Accounts Payable	AMAZON COM INC	1,065.21
Open	NBAZ - Warrant Clearing Account	Check	1063031	03/06/2018	Accounts Payable	AMERICAS BEST VALUE INN SPRINGVILLE	261.56
Open	NBAZ - Warrant Clearing Account	Check	1063032	03/06/2018	Accounts Payable	AMIGO CHEVROLET	149.34
Open	NBAZ - Warrant Clearing Account	Check	1063033	03/06/2018	Accounts Payable	ANDERSON, CHARLI A	179.15
Open	NBAZ - Warrant Clearing Account	Check	1063034	03/06/2018	Accounts Payable	APACHE COUNTY	206.70
Open	NBAZ - Warrant Clearing Account	Check	1063035	03/06/2018	Accounts Payable	ARIZONA SMOKE SCHOOL LLC	200.00
Open	NBAZ - Warrant Clearing Account	Check	1063036	03/06/2018	Accounts Payable	ASHTONS REPAIR INC	391.94
Open	NBAZ - Warrant Clearing Account	Check	1063037	03/06/2018	Accounts Payable	ATS ARMOR LLC	161.90
Open	NBAZ - Warrant Clearing Account	Check	1063038	03/06/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	12,432.64
Open	NBAZ - Warrant Clearing Account	Check	1063039	03/06/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	141.27
Open	NBAZ - Warrant Clearing Account	Check	1063040	03/06/2018	Accounts Payable	BEGAY, SARAH MAE	560.00
Open	NBAZ - Warrant Clearing Account	Check	1063041	03/06/2018	Accounts Payable	BILTMORE PRO PRINT	2,003.68
Open	NBAZ - Warrant Clearing Account	Check	1063042	03/06/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	157.74
Open	NBAZ - Warrant Clearing Account	Check	1063043	03/06/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	135.11

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063044	03/06/2018	Accounts Payable	BM TECHNOLOGY & SUPPLY INC	237.10
Open	NBAZ - Warrant Clearing Account	Check	1063045	03/06/2018	Accounts Payable	BOUNCEBACK INC	87.00
Open	NBAZ - Warrant Clearing Account	Check	1063046	03/06/2018	Accounts Payable	BRADCO	2,721.53
Open	NBAZ - Warrant Clearing Account	Check	1063047	03/06/2018	Accounts Payable	BRIDES AUTO CENTER	146.28
Open	NBAZ - Warrant Clearing Account	Check	1063048	03/06/2018	Accounts Payable	BROWN, BAUER K	1,392.80
Open	NBAZ - Warrant Clearing Account	Check	1063049	03/06/2018	Accounts Payable	BURNHAM MORTUARY	815.00
Open	NBAZ - Warrant Clearing Account	Check	1063050	03/06/2018	Accounts Payable	CDW GOVERNMENT LLC	775.12
Open	NBAZ - Warrant Clearing Account	Check	1063051	03/06/2018	Accounts Payable	CEDAR GROVE WATER CO	1,274.56
Open	NBAZ - Warrant Clearing Account	Check	1063052	03/06/2018	Accounts Payable	CHEVRON USA INC	63.86
Open	NBAZ - Warrant Clearing Account	Check	1063053	03/06/2018	Accounts Payable	CLARK, MAE	23.00
Open	NBAZ - Warrant Clearing Account	Check	1063054	03/06/2018	Accounts Payable	CONDITIONED RESPONSE TRAINING	750.00
Open	NBAZ - Warrant Clearing Account	Check	1063055	03/06/2018	Accounts Payable	CRAFCO INC	3,248.19
Open	NBAZ - Warrant Clearing Account	Check	1063056	03/06/2018	Accounts Payable	CRESTLINE SPECIALTIES INC	1,257.34
Open	NBAZ - Warrant Clearing Account	Check	1063057	03/06/2018	Accounts Payable	DEDMAN, JOSEPH Junior	65.00
Open	NBAZ - Warrant Clearing Account	Check	1063058	03/06/2018	Accounts Payable	DEMCO	36.58
Open	NBAZ - Warrant Clearing Account	Check	1063059	03/06/2018	Accounts Payable	DH PACE COMPANY INC	3,110.94
Open	NBAZ - Warrant Clearing Account	Check	1063060	03/06/2018	Accounts Payable	DIAMOND C FEEDS	209.41
Open	NBAZ - Warrant Clearing Account	Check	1063061	03/06/2018	Accounts Payable	DIRECTV LLC	406.38
Open	NBAZ - Warrant Clearing Account	Check	1063062	03/06/2018	Accounts Payable	DISH NETWORK	111.12
Open	NBAZ - Warrant Clearing Account	Check	1063063	03/06/2018	Accounts Payable	DUGDALE, BEN	236.53
Open	NBAZ - Warrant Clearing Account	Check	1063064	03/06/2018	Accounts Payable	EL CAMINO	105.65
Open	NBAZ - Warrant Clearing Account	Check	1063065	03/06/2018	Accounts Payable	ELECTION OFFICIALS OF ARIZONA	135.00
Open	NBAZ - Warrant Clearing Account	Check	1063066	03/06/2018	Accounts Payable	EMPIRE MACHINERY	3,757.40
Open	NBAZ - Warrant Clearing Account	Check	1063067	03/06/2018	Accounts Payable	FRONTIER	100.91
Open	NBAZ - Warrant Clearing Account	Check	1063068	03/06/2018	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1063069	03/06/2018	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1063070	03/06/2018	Accounts Payable	FRONTIER	428.25
Open	NBAZ - Warrant Clearing Account	Check	1063071	03/06/2018	Accounts Payable	FRONTIER	276.00
Open	NBAZ - Warrant Clearing Account	Check	1063072	03/06/2018	Accounts Payable	FRONTIER	95.26
Open	NBAZ - Warrant Clearing Account	Check	1063073	03/06/2018	Accounts Payable	FRONTIER	97.75
Open	NBAZ - Warrant Clearing Account	Check	1063074	03/06/2018	Accounts Payable	FRONTIER	164.98
Open	NBAZ - Warrant Clearing Account	Check	1063075	03/06/2018	Accounts Payable	FRONTIER	164.31
Open	NBAZ - Warrant Clearing Account	Check	1063076	03/06/2018	Accounts Payable	FRONTIER	175.80
Open	NBAZ - Warrant Clearing Account	Check	1063077	03/06/2018	Accounts Payable	FRONTIER	1,773.09
Open	NBAZ - Warrant Clearing Account	Check	1063078	03/06/2018	Accounts Payable	FRONTIER	845.75
Open	NBAZ - Warrant Clearing Account	Check	1063079	03/06/2018	Accounts Payable	FRONTIER	158.45
Open	NBAZ - Warrant Clearing Account	Check	1063080	03/06/2018	Accounts Payable	FRONTIER	332.68
Open	NBAZ - Warrant Clearing Account	Check	1063081	03/06/2018	Accounts Payable	GALL'S INC	404.85
Open	NBAZ - Warrant Clearing Account	Check	1063082	03/06/2018	Accounts Payable	GOLIGHTLY TIRE	2,417.92
Open	NBAZ - Warrant Clearing Account	Check	1063083	03/06/2018	Accounts Payable	GRAVES PROPANE CO INC	665.26
Open	NBAZ - Warrant Clearing Account	Check	1063084	03/06/2018	Accounts Payable	GUARDIAN TACTICAL CONCEPTS LLC	12,615.00
Open	NBAZ - Warrant Clearing Account	Check	1063085	03/06/2018	Accounts Payable	HAUSER, JIM	800.00
Open	NBAZ - Warrant Clearing Account	Check	1063086	03/06/2018	Accounts Payable	HIGH COUNTRY PROPANE	542.42
Open	NBAZ - Warrant Clearing Account	Check	1063087	03/06/2018	Accounts Payable	HILL AZ GROCERY STORE	275.40

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063088	03/06/2018	Accounts Payable	HILL AZ GROCERY STORE	31.72
Open	NBAZ - Warrant Clearing Account	Check	1063089	03/06/2018	Accounts Payable	HILLYARD/FLAGSTAFF	1,686.08
Open	NBAZ - Warrant Clearing Account	Check	1063090	03/06/2018	Accounts Payable	HOME DEPOT	555.92
Open	NBAZ - Warrant Clearing Account	Check	1063091	03/06/2018	Accounts Payable	HORNE AUTO CENTER INC	43.22
Open	NBAZ - Warrant Clearing Account	Check	1063092	03/06/2018	Accounts Payable	HOTEL TEMPE PHOENIX AIRPORT INN SUITES	187.64
Open	NBAZ - Warrant Clearing Account	Check	1063093	03/06/2018	Accounts Payable	HOTEL TEMPE PHOENIX AIRPORT INN SUITES	187.64
Open	NBAZ - Warrant Clearing Account	Check	1063094	03/06/2018	Accounts Payable	HOUNSHELL, BRIAN	66.95
Open	NBAZ - Warrant Clearing Account	Check	1063095	03/06/2018	Accounts Payable	IKARD & NEWSOM	2,192.98
Open	NBAZ - Warrant Clearing Account	Check	1063096	03/06/2018	Accounts Payable	IMPACT TELECOM	112.30
Open	NBAZ - Warrant Clearing Account	Check	1063097	03/06/2018	Accounts Payable	INGRAM LIBRARY SERVICES	712.33
Open	NBAZ - Warrant Clearing Account	Check	1063098	03/06/2018	Accounts Payable	KING SOOPERS	77.67
Open	NBAZ - Warrant Clearing Account	Check	1063099	03/06/2018	Accounts Payable	KONICA MINOLTA	41.38
Open	NBAZ - Warrant Clearing Account	Check	1063100	03/06/2018	Accounts Payable	L R INVESTIGATIONS LLC	80.00
Open	NBAZ - Warrant Clearing Account	Check	1063101	03/06/2018	Accounts Payable	LATHAM, MICHAEL	2,302.80
Open	NBAZ - Warrant Clearing Account	Check	1063102	03/06/2018	Accounts Payable	LAWSON PRODUCTS INC	1,000.27
Open	NBAZ - Warrant Clearing Account	Check	1063103	03/06/2018	Accounts Payable	LESLIE, LATISHA D	624.00
Open	NBAZ - Warrant Clearing Account	Check	1063104	03/06/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	5,110.86
Open	NBAZ - Warrant Clearing Account	Check	1063105	03/06/2018	Accounts Payable	LIVCO WATER & SEWER COMPANY	55.27
Open	NBAZ - Warrant Clearing Account	Check	1063106	03/06/2018	Accounts Payable	LOZOYA, FLORENCIO	34.88
Open	NBAZ - Warrant Clearing Account	Check	1063107	03/06/2018	Accounts Payable	LOZOYA, S TOMASA	8.87
Open	NBAZ - Warrant Clearing Account	Check	1063108	03/06/2018	Accounts Payable	MATHEW D MOORE DC INC	90.00
Open	NBAZ - Warrant Clearing Account	Check	1063109	03/06/2018	Accounts Payable	MCCARTHY, CHRIS	26.00
Open	NBAZ - Warrant Clearing Account	Check	1063110	03/06/2018	Accounts Payable	MCCARTHY, STEPHANIE	237.62
Open	NBAZ - Warrant Clearing Account	Check	1063111	03/06/2018	Accounts Payable	MCKESSON MEDICAL SURGICAL	111.98
Open	NBAZ - Warrant Clearing Account	Check	1063112	03/06/2018	Accounts Payable	MERRILL, DAYSON	121.15
Open	NBAZ - Warrant Clearing Account	Check	1063113	03/06/2018	Accounts Payable	NAPA	142.63
Open	NBAZ - Warrant Clearing Account	Check	1063114	03/06/2018	Accounts Payable	NATIONAL ASSOC COUNTY AND CITY HEALTH OFF	1,665.00
Open	NBAZ - Warrant Clearing Account	Check	1063115	03/06/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	797.43
Open	NBAZ - Warrant Clearing Account	Check	1063116	03/06/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	1,132.95
Open	NBAZ - Warrant Clearing Account	Check	1063117	03/06/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	3,244.62
Open	NBAZ - Warrant Clearing Account	Check	1063118	03/06/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	712.91
Open	NBAZ - Warrant Clearing Account	Check	1063119	03/06/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0202	1,309.37
Open	NBAZ - Warrant Clearing Account	Check	1063120	03/06/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,226.80
Open	NBAZ - Warrant Clearing Account	Check	1063121	03/06/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0301	1,801.64
Open	NBAZ - Warrant Clearing Account	Check	1063122	03/06/2018	Accounts Payable	NATIONAL BUSINESS FURNITURE	938.89
Open	NBAZ - Warrant Clearing Account	Check	1063123	03/06/2018	Accounts Payable	NATIONAL INTERNAL AFFAIRS INVESTIGATORS ASSC	50.00
Open	NBAZ - Warrant Clearing Account	Check	1063124	03/06/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	804.81
Open	NBAZ - Warrant Clearing Account	Check	1063125	03/06/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	254.24
Open	NBAZ - Warrant Clearing Account	Check	1063126	03/06/2018	Accounts Payable	NEW PERFORMANCE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1063127	03/06/2018	Accounts Payable	NIELSEN WELL DRILLING	5,201.54
Open	NBAZ - Warrant Clearing Account	Check	1063128	03/06/2018	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	25.00
Open	NBAZ - Warrant Clearing Account	Check	1063129	03/06/2018	Accounts Payable	NORTHLAND PIONEER COLLEGE	370,152.21
Open	NBAZ - Warrant Clearing Account	Check	1063130	03/06/2018	Accounts Payable	OAK HALL CAP AND GOWN	495.95
Open	NBAZ - Warrant Clearing Account	Check	1063131	03/06/2018	Accounts Payable	OCTOPUS CAR WASH INC	29.95

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063132	03/06/2018	Accounts Payable	ORKIN PEST CONTROL	555.45
Open	NBAZ - Warrant Clearing Account	Check	1063133	03/06/2018	Accounts Payable	OVERDRIVE INC	699.20
Open	NBAZ - Warrant Clearing Account	Check	1063134	03/06/2018	Accounts Payable	PALMER, STORMY L	1,220.49
Open	NBAZ - Warrant Clearing Account	Check	1063135	03/06/2018	Accounts Payable	PEA, TANYA	56.85
Open	NBAZ - Warrant Clearing Account	Check	1063136	03/06/2018	Accounts Payable	PERFECT PRINTZ LLC	419.85
Open	NBAZ - Warrant Clearing Account	Check	1063137	03/06/2018	Accounts Payable	PITNEY BOWES	127.19
Open	NBAZ - Warrant Clearing Account	Check	1063138	03/06/2018	Accounts Payable	PLATT DDS, RANDOLPH	627.00
Open	NBAZ - Warrant Clearing Account	Check	1063139	03/06/2018	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	550.00
Open	NBAZ - Warrant Clearing Account	Check	1063140	03/06/2018	Accounts Payable	QUILL CORP	1,932.43
Open	NBAZ - Warrant Clearing Account	Check	1063141	03/06/2018	Accounts Payable	RELIABLE BACKGROUND SCREENING	145.00
Open	NBAZ - Warrant Clearing Account	Check	1063142	03/06/2018	Accounts Payable	RHODES, RAYMOND	435.66
Open	NBAZ - Warrant Clearing Account	Check	1063143	03/06/2018	Accounts Payable	RIGG LAW FIRM PLLC	2,288.61
Open	NBAZ - Warrant Clearing Account	Check	1063144	03/06/2018	Accounts Payable	ROMERO, ANGELA C	23.00
Open	NBAZ - Warrant Clearing Account	Check	1063145	03/06/2018	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1063146	03/06/2018	Accounts Payable	SAFETY KLEEN	373.74
Open	NBAZ - Warrant Clearing Account	Check	1063147	03/06/2018	Accounts Payable	SAFEWAY INC	217.89
Open	NBAZ - Warrant Clearing Account	Check	1063148	03/06/2018	Accounts Payable	SANCHEZ, IRENE	49.32
Open	NBAZ - Warrant Clearing Account	Check	1063149	03/06/2018	Accounts Payable	SANOFI PASTEUR INC	1,867.01
Open	NBAZ - Warrant Clearing Account	Check	1063150	03/06/2018	Accounts Payable	SATCOM GLOBAL INC	174.73
Open	NBAZ - Warrant Clearing Account	Check	1063151	03/06/2018	Accounts Payable	SAYLES, KRISTEN	750.00
Open	NBAZ - Warrant Clearing Account	Check	1063152	03/06/2018	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	920.90
Open	NBAZ - Warrant Clearing Account	Check	1063153	03/06/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	1,001.74
Open	NBAZ - Warrant Clearing Account	Check	1063154	03/06/2018	Accounts Payable	SEXTON , CHRIS	667.85
Open	NBAZ - Warrant Clearing Account	Check	1063155	03/06/2018	Accounts Payable	SHI INTERNATIONAL CORP	149,544.05
Open	NBAZ - Warrant Clearing Account	Check	1063156	03/06/2018	Accounts Payable	SHIRLEY, JOE Junior	487.14
Open	NBAZ - Warrant Clearing Account	Check	1063157	03/06/2018	Accounts Payable	SHUMWAY, CHARLES LYNN	210.00
Open	NBAZ - Warrant Clearing Account	Check	1063158	03/06/2018	Accounts Payable	SIERRA PROPANE	629.71
Open	NBAZ - Warrant Clearing Account	Check	1063159	03/06/2018	Accounts Payable	SINE-SHIELDS, KELI ANN	159.81
Open	NBAZ - Warrant Clearing Account	Check	1063160	03/06/2018	Accounts Payable	STAUFFER, MONICA	208.58
Open	NBAZ - Warrant Clearing Account	Check	1063161	03/06/2018	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	75.00
Open	NBAZ - Warrant Clearing Account	Check	1063162	03/06/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	383.63
Open	NBAZ - Warrant Clearing Account	Check	1063163	03/06/2018	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1063164	03/06/2018	Accounts Payable	THE CONTAINER GUY	3,975.00
Open	NBAZ - Warrant Clearing Account	Check	1063165	03/06/2018	Accounts Payable	THE POUR STATION	61.50
Open	NBAZ - Warrant Clearing Account	Check	1063166	03/06/2018	Accounts Payable	TJP COMMUNICATIONS	475.00
Open	NBAZ - Warrant Clearing Account	Check	1063167	03/06/2018	Accounts Payable	TOWN OF EAGAR	117.18
Open	NBAZ - Warrant Clearing Account	Check	1063168	03/06/2018	Accounts Payable	TRICKEY, TRAVIS M	195.00
Open	NBAZ - Warrant Clearing Account	Check	1063169	03/06/2018	Accounts Payable	TRINITY SERVICES GROUP INC	14,889.55
Open	NBAZ - Warrant Clearing Account	Check	1063170	03/06/2018	Accounts Payable	TYLER TECHNOLOGIES INC	3,425.82
Open	NBAZ - Warrant Clearing Account	Check	1063171	03/06/2018	Accounts Payable	ULINE INC	1,482.75
Open	NBAZ - Warrant Clearing Account	Check	1063172	03/06/2018	Accounts Payable	UNIFIRST CORPORATION	66.87
Open	NBAZ - Warrant Clearing Account	Check	1063173	03/06/2018	Accounts Payable	UNITED RENTALS	274.30
Open	NBAZ - Warrant Clearing Account	Check	1063174	03/06/2018	Accounts Payable	US POSTMASTER	17.70
Open	NBAZ - Warrant Clearing Account	Check	1063175	03/06/2018	Accounts Payable	US POSTMASTER	185.85

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063176	03/06/2018	Accounts Payable	VALLEY AUTO PARTS	1,451.89
Open	NBAZ - Warrant Clearing Account	Check	1063177	03/06/2018	Accounts Payable	VERIZON WIRELESS	1,019.96
Open	NBAZ - Warrant Clearing Account	Check	1063178	03/06/2018	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	43.07
Open	NBAZ - Warrant Clearing Account	Check	1063179	03/06/2018	Accounts Payable	WALKER, VERLYN DEAN	22.00
Open	NBAZ - Warrant Clearing Account	Check	1063180	03/06/2018	Accounts Payable	WASTE MANAGEMENT OF AZ	39.36
Open	NBAZ - Warrant Clearing Account	Check	1063181	03/06/2018	Accounts Payable	WHITING, MICHAEL B	320.00
Open	NBAZ - Warrant Clearing Account	Check	1063182	03/06/2018	Accounts Payable	WILSON AMPLIFIERS	1,044.99
Open	NBAZ - Warrant Clearing Account	Check	1063183	03/06/2018	Accounts Payable	WOODLAND BUILDING CENTER	6,298.41
Open	NBAZ - Warrant Clearing Account	Check	1063184	03/06/2018	Accounts Payable	WRIGHT EXPRESS FSC	2,948.56
Open	NBAZ - Warrant Clearing Account	Check	1063185	03/07/2018	Accounts Payable	SANDOVAL, PATRICK J	273.87
Open	NBAZ - Warrant Clearing Account	Check	1063187	03/08/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	63.03
Open	NBAZ - Warrant Clearing Account	Check	1063188	03/08/2018	Accounts Payable	FILEONQ INC	575.00
Open	NBAZ - Warrant Clearing Account	Check	1063189	03/08/2018	Accounts Payable	FLAGSTAFF COURTYARD	1,464.55
Open	NBAZ - Warrant Clearing Account	Check	1063190	03/13/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	85.78
Open	NBAZ - Warrant Clearing Account	Check	1063191	03/14/2018	Accounts Payable	A & E REPROGRAPHICS	1,998.00
Open	NBAZ - Warrant Clearing Account	Check	1063192	03/14/2018	Accounts Payable	ACE OFFICE FURNITURE	4,172.00
Open	NBAZ - Warrant Clearing Account	Check	1063193	03/14/2018	Accounts Payable	ALICE TRAINING INSTITUTE LLC	595.00
Open	NBAZ - Warrant Clearing Account	Check	1063194	03/14/2018	Accounts Payable	ALLEGRA	955.53
Open	NBAZ - Warrant Clearing Account	Check	1063195	03/14/2018	Accounts Payable	ALLREDS WESTERN WEAR	438.56
Open	NBAZ - Warrant Clearing Account	Check	1063196	03/14/2018	Accounts Payable	ALPINE WATER AND SANITARY	93.14
Open	NBAZ - Warrant Clearing Account	Check	1063197	03/14/2018	Accounts Payable	ALSCO INC	167.77
Open	NBAZ - Warrant Clearing Account	Check	1063198	03/14/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,572.54
Open	NBAZ - Warrant Clearing Account	Check	1063199	03/14/2018	Accounts Payable	AMERIGAS - GALLUP	805.54
Open	NBAZ - Warrant Clearing Account	Check	1063200	03/14/2018	Accounts Payable	AMIGO CHEVROLET	865.11
Open	NBAZ - Warrant Clearing Account	Check	1063201	03/14/2018	Accounts Payable	APACHE COUNTY	255.20
Open	NBAZ - Warrant Clearing Account	Check	1063202	03/14/2018	Accounts Payable	APPLEGATE, TAMARA WILHELM	40.33
Open	NBAZ - Warrant Clearing Account	Check	1063203	03/14/2018	Accounts Payable	ARANDA MARIN, RUBEN A	197.93
Open	NBAZ - Warrant Clearing Account	Check	1063204	03/14/2018	Accounts Payable	ARCHER MANUFACTURING	2,280.00
Open	NBAZ - Warrant Clearing Account	Check	1063205	03/14/2018	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COI	910.00
Open	NBAZ - Warrant Clearing Account	Check	1063206	03/14/2018	Accounts Payable	ASHLEY, EILEEN T	62.14
Open	NBAZ - Warrant Clearing Account	Check	1063207	03/14/2018	Accounts Payable	ASHTON, JEFFREY	187.50
Open	NBAZ - Warrant Clearing Account	Check	1063208	03/14/2018	Accounts Payable	ASHTONS REPAIR INC	181.19
Open	NBAZ - Warrant Clearing Account	Check	1063209	03/14/2018	Accounts Payable	ASPHALT ZIPPER INC	4,504.78
Open	NBAZ - Warrant Clearing Account	Check	1063210	03/14/2018	Accounts Payable	AT&T	37.33
Open	NBAZ - Warrant Clearing Account	Check	1063211	03/14/2018	Accounts Payable	AT&T MOBILITY	113.96
Open	NBAZ - Warrant Clearing Account	Check	1063212	03/14/2018	Accounts Payable	AZ ASSN OF COUNTIES	100.00
Open	NBAZ - Warrant Clearing Account	Check	1063213	03/14/2018	Accounts Payable	AZ COUNTIES INSURANCE POOL	620.00
Open	NBAZ - Warrant Clearing Account	Check	1063214	03/14/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	140.00
Open	NBAZ - Warrant Clearing Account	Check	1063215	03/14/2018	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	573.96
Open	NBAZ - Warrant Clearing Account	Check	1063216	03/14/2018	Accounts Payable	AZ STATE UNIVERSITY	3,250.00
Open	NBAZ - Warrant Clearing Account	Check	1063217	03/14/2018	Accounts Payable	AZLGEBT	308,803.14
Open	NBAZ - Warrant Clearing Account	Check	1063218	03/14/2018	Accounts Payable	BALOO, LUCINDA A	58.86
Open	NBAZ - Warrant Clearing Account	Check	1063219	03/14/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	35.80
Open	NBAZ - Warrant Clearing Account	Check	1063220	03/14/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	525.50

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063221	03/14/2018	Accounts Payable	BEGAY, MARLEITA	638.46
Open	NBAZ - Warrant Clearing Account	Check	1063222	03/14/2018	Accounts Payable	BEGAY, SARAH MAE	40.00
Open	NBAZ - Warrant Clearing Account	Check	1063223	03/14/2018	Accounts Payable	BERRY, JUSTIN L	100.00
Open	NBAZ - Warrant Clearing Account	Check	1063224	03/14/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	2,522.73
Open	NBAZ - Warrant Clearing Account	Check	1063225	03/14/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	185.01
Open	NBAZ - Warrant Clearing Account	Check	1063226	03/14/2018	Accounts Payable	BLAIR, RICHARD A	282.59
Open	NBAZ - Warrant Clearing Account	Check	1063227	03/14/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,550.91
Open	NBAZ - Warrant Clearing Account	Check	1063228	03/14/2018	Accounts Payable	BOB BARKER COMPANY INC	118.95
Open	NBAZ - Warrant Clearing Account	Check	1063229	03/14/2018	Accounts Payable	BOWMAN, GLORIA	492.62
Open	NBAZ - Warrant Clearing Account	Check	1063230	03/14/2018	Accounts Payable	BRADCO	9,343.60
Open	NBAZ - Warrant Clearing Account	Check	1063231	03/14/2018	Accounts Payable	BREWER LAW OFFICE PLLC	8,717.70
Open	NBAZ - Warrant Clearing Account	Check	1063232	03/14/2018	Accounts Payable	BROWN'S PARTSMaster INC	2,495.48
Open	NBAZ - Warrant Clearing Account	Check	1063233	03/14/2018	Accounts Payable	BURNHAM MORTUARY	58.91
Open	NBAZ - Warrant Clearing Account	Check	1063234	03/14/2018	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	138.54
Open	NBAZ - Warrant Clearing Account	Check	1063235	03/14/2018	Accounts Payable	CAWOOD, SHARMAN E	225.00
Open	NBAZ - Warrant Clearing Account	Check	1063236	03/14/2018	Accounts Payable	CDW GOVERNMENT LLC	174.35
Open	NBAZ - Warrant Clearing Account	Check	1063237	03/14/2018	Accounts Payable	CELLULAR ONE NE AZ	533.00
Open	NBAZ - Warrant Clearing Account	Check	1063238	03/14/2018	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	91.50
Open	NBAZ - Warrant Clearing Account	Check	1063239	03/14/2018	Accounts Payable	CLARK, MAE	145.00
Open	NBAZ - Warrant Clearing Account	Check	1063240	03/14/2018	Accounts Payable	COPPER STATE BOLT & NUT CO	38.77
Open	NBAZ - Warrant Clearing Account	Check	1063241	03/14/2018	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	151.13
Open	NBAZ - Warrant Clearing Account	Check	1063242	03/14/2018	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	973.45
Open	NBAZ - Warrant Clearing Account	Check	1063243	03/14/2018	Accounts Payable	CRESTLINE SPECIALTIES INC	332.96
Open	NBAZ - Warrant Clearing Account	Check	1063244	03/14/2018	Accounts Payable	DAHOZY, RODGER	534.41
Open	NBAZ - Warrant Clearing Account	Check	1063245	03/14/2018	Accounts Payable	DAVIS, CANDICE D	638.46
Open	NBAZ - Warrant Clearing Account	Check	1063246	03/14/2018	Accounts Payable	DAVIS TRUE VALUE HARDWARE	216.05
Open	NBAZ - Warrant Clearing Account	Check	1063247	03/14/2018	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	69.60
Open	NBAZ - Warrant Clearing Account	Check	1063248	03/14/2018	Accounts Payable	DIAMOND DRUGS INC	2,701.37
Open	NBAZ - Warrant Clearing Account	Check	1063249	03/14/2018	Accounts Payable	DISH NETWORK	135.47
Open	NBAZ - Warrant Clearing Account	Check	1063250	03/14/2018	Accounts Payable	DISH NETWORK	68.48
Open	NBAZ - Warrant Clearing Account	Check	1063251	03/14/2018	Accounts Payable	E & E SERVICES INC	47.88
Open	NBAZ - Warrant Clearing Account	Check	1063252	03/14/2018	Accounts Payable	EARL, FELIPA A	32.70
Open	NBAZ - Warrant Clearing Account	Check	1063253	03/14/2018	Accounts Payable	ELECTRONIC CENTER INC	528.41
Open	NBAZ - Warrant Clearing Account	Check	1063254	03/14/2018	Accounts Payable	ELWOOD, JULIUS	93.63
Open	NBAZ - Warrant Clearing Account	Check	1063255	03/14/2018	Accounts Payable	EMERY K LA BARGE ATTORNEY AT LAW	33.00
Open	NBAZ - Warrant Clearing Account	Check	1063256	03/14/2018	Accounts Payable	EMPIRE MACHINERY	1,496.63
Open	NBAZ - Warrant Clearing Account	Check	1063257	03/14/2018	Accounts Payable	ERHART, ANNA COLETTE	21.59
Open	NBAZ - Warrant Clearing Account	Check	1063258	03/14/2018	Accounts Payable	EXHIB-IT! TRADESHOW MARKETING EXPERTS	45.00
Open	NBAZ - Warrant Clearing Account	Check	1063259	03/14/2018	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	87.38
Open	NBAZ - Warrant Clearing Account	Check	1063260	03/14/2018	Accounts Payable	FLEET PRIDE	427.63
Open	NBAZ - Warrant Clearing Account	Check	1063261	03/14/2018	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	410.80
Open	NBAZ - Warrant Clearing Account	Check	1063262	03/14/2018	Accounts Payable	FRONTIER	367.68
Open	NBAZ - Warrant Clearing Account	Check	1063263	03/14/2018	Accounts Payable	FRONTIER	68.46
Open	NBAZ - Warrant Clearing Account	Check	1063264	03/14/2018	Accounts Payable	FRONTIER	61.38

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063265	03/14/2018	Accounts Payable	FRONTIER	167.90
Open	NBAZ - Warrant Clearing Account	Check	1063266	03/14/2018	Accounts Payable	FRONTIER	170.86
Open	NBAZ - Warrant Clearing Account	Check	1063267	03/14/2018	Accounts Payable	FRONTIER	188.41
Open	NBAZ - Warrant Clearing Account	Check	1063268	03/14/2018	Accounts Payable	FRONTIER	167.70
Open	NBAZ - Warrant Clearing Account	Check	1063269	03/14/2018	Accounts Payable	FRONTIER	180.71
Open	NBAZ - Warrant Clearing Account	Check	1063270	03/14/2018	Accounts Payable	FRONTIER	123.95
Open	NBAZ - Warrant Clearing Account	Check	1063271	03/14/2018	Accounts Payable	FRONTIER	223.82
Open	NBAZ - Warrant Clearing Account	Check	1063272	03/14/2018	Accounts Payable	FRONTIER	173.97
Open	NBAZ - Warrant Clearing Account	Check	1063273	03/14/2018	Accounts Payable	FRONTIER	111.32
Open	NBAZ - Warrant Clearing Account	Check	1063274	03/14/2018	Accounts Payable	FRONTIER	180.00
Open	NBAZ - Warrant Clearing Account	Check	1063275	03/14/2018	Accounts Payable	FRONTIER	5.13
Open	NBAZ - Warrant Clearing Account	Check	1063276	03/14/2018	Accounts Payable	GALL'S INC	402.88
Open	NBAZ - Warrant Clearing Account	Check	1063277	03/14/2018	Accounts Payable	GALLUP LUMBER & SUPPLY	140.63
Open	NBAZ - Warrant Clearing Account	Check	1063278	03/14/2018	Accounts Payable	GALLUP WATER WORKS	35.75
Open	NBAZ - Warrant Clearing Account	Check	1063279	03/14/2018	Accounts Payable	GFOA GOVERNMENT FINANCE OFFICERS ASSOC	425.00
Open	NBAZ - Warrant Clearing Account	Check	1063280	03/14/2018	Accounts Payable	GILCHRIST, DONNA J	17.95
Open	NBAZ - Warrant Clearing Account	Check	1063281	03/14/2018	Accounts Payable	GRAVES PROPANE CO INC	1,895.49
Open	NBAZ - Warrant Clearing Account	Check	1063282	03/14/2018	Accounts Payable	GROVERS HILL IRRIGATION DISTRICT	56.00
Open	NBAZ - Warrant Clearing Account	Check	1063283	03/14/2018	Accounts Payable	H & C STARTER AND ALTERNATOR	225.00
Open	NBAZ - Warrant Clearing Account	Check	1063284	03/14/2018	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1063285	03/14/2018	Accounts Payable	HIGH COUNTRY PROPANE	1,457.51
Open	NBAZ - Warrant Clearing Account	Check	1063286	03/14/2018	Accounts Payable	HILL AZ GROCERY STORE	29.63
Open	NBAZ - Warrant Clearing Account	Check	1063287	03/14/2018	Accounts Payable	HILL AZ GROCERY STORE	45.62
Open	NBAZ - Warrant Clearing Account	Check	1063288	03/14/2018	Accounts Payable	HILLYARD/FLAGSTAFF	834.19
Open	NBAZ - Warrant Clearing Account	Check	1063289	03/14/2018	Accounts Payable	HOME DEPOT	1,923.34
Open	NBAZ - Warrant Clearing Account	Check	1063290	03/14/2018	Accounts Payable	HONEA, GENEVA	307.48
Open	NBAZ - Warrant Clearing Account	Check	1063291	03/14/2018	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	220.00
Open	NBAZ - Warrant Clearing Account	Check	1063292	03/14/2018	Accounts Payable	INGRAM LIBRARY SERVICES	2,461.06
Open	NBAZ - Warrant Clearing Account	Check	1063293	03/14/2018	Accounts Payable	ITSECUREONE	4,224.54
Open	NBAZ - Warrant Clearing Account	Check	1063294	03/14/2018	Accounts Payable	J&W SURVEYING	4,515.00
Open	NBAZ - Warrant Clearing Account	Check	1063295	03/14/2018	Accounts Payable	JOHN A BANKER ATTORNEY	165.00
Open	NBAZ - Warrant Clearing Account	Check	1063296	03/14/2018	Accounts Payable	JONES, MICHELLE	33.80
Open	NBAZ - Warrant Clearing Account	Check	1063297	03/14/2018	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	2,130.00
Open	NBAZ - Warrant Clearing Account	Check	1063298	03/14/2018	Accounts Payable	KILLION, MICHAEL PAUL	197.93
Open	NBAZ - Warrant Clearing Account	Check	1063299	03/14/2018	Accounts Payable	KONICA MINOLTA	268.74
Open	NBAZ - Warrant Clearing Account	Check	1063300	03/14/2018	Accounts Payable	KTNN RADIO STATION	1,207.50
Open	NBAZ - Warrant Clearing Account	Check	1063301	03/14/2018	Accounts Payable	LANGUAGE LINE SERVICES INC	228.24
Open	NBAZ - Warrant Clearing Account	Check	1063302	03/14/2018	Accounts Payable	LARRY O MCDONALD	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063303	03/14/2018	Accounts Payable	LATHAM, MICHAEL	145.10
Open	NBAZ - Warrant Clearing Account	Check	1063304	03/14/2018	Accounts Payable	LAW OFFICE OF DIRK LEGATE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1063305	03/14/2018	Accounts Payable	LAWSON PRODUCTS INC	247.83
Open	NBAZ - Warrant Clearing Account	Check	1063306	03/14/2018	Accounts Payable	LEE, CHYRELLE F	3.26
Open	NBAZ - Warrant Clearing Account	Check	1063307	03/14/2018	Accounts Payable	LEHIGH OUTFITTERS LLC	194.32
Open	NBAZ - Warrant Clearing Account	Check	1063308	03/14/2018	Accounts Payable	MAVRIDES, ODESSA RENELL	197.93

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063309	03/14/2018	Accounts Payable	MCI	40.26
Open	NBAZ - Warrant Clearing Account	Check	1063310	03/14/2018	Accounts Payable	MERRILL, DAYSON	36.00
Open	NBAZ - Warrant Clearing Account	Check	1063311	03/14/2018	Accounts Payable	MOORE LAW FIRM PLLC	1,369.50
Open	NBAZ - Warrant Clearing Account	Check	1063312	03/14/2018	Accounts Payable	MOORE MEDICAL LLC	684.95
Open	NBAZ - Warrant Clearing Account	Check	1063313	03/14/2018	Accounts Payable	MORGAN, DIANA M	49.49
Open	NBAZ - Warrant Clearing Account	Check	1063314	03/14/2018	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	125.00
Open	NBAZ - Warrant Clearing Account	Check	1063315	03/14/2018	Accounts Payable	NAVAJO SANITATION INC	253.05
Open	NBAZ - Warrant Clearing Account	Check	1063316	03/14/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,637.76
Open	NBAZ - Warrant Clearing Account	Check	1063317	03/14/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	165.48
Open	NBAZ - Warrant Clearing Account	Check	1063318	03/14/2018	Accounts Payable	NAVAJO WESTERNERS	36.00
Open	NBAZ - Warrant Clearing Account	Check	1063319	03/14/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	8,805.62
Open	NBAZ - Warrant Clearing Account	Check	1063320	03/14/2018	Accounts Payable	NEWMAN SIGNS INC	417.74
Open	NBAZ - Warrant Clearing Account	Check	1063321	03/14/2018	Accounts Payable	NICHOLSON, JULIE ANN	816.65
Open	NBAZ - Warrant Clearing Account	Check	1063322	03/14/2018	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	550.00
Open	NBAZ - Warrant Clearing Account	Check	1063323	03/14/2018	Accounts Payable	NOBLE, LARRY	307.48
Open	NBAZ - Warrant Clearing Account	Check	1063324	03/14/2018	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	363.00
Open	NBAZ - Warrant Clearing Account	Check	1063325	03/14/2018	Accounts Payable	OCLC INC	76.35
Open	NBAZ - Warrant Clearing Account	Check	1063326	03/14/2018	Accounts Payable	OCLC INC	72.00
Open	NBAZ - Warrant Clearing Account	Check	1063327	03/14/2018	Accounts Payable	OVERDRIVE INC	632.94
Open	NBAZ - Warrant Clearing Account	Check	1063328	03/14/2018	Accounts Payable	PACIFIC PONDEROSA CO INC	1,007.76
Open	NBAZ - Warrant Clearing Account	Check	1063329	03/14/2018	Accounts Payable	PENA, KERRY	136.25
Open	NBAZ - Warrant Clearing Account	Check	1063330	03/14/2018	Accounts Payable	PENWORTHY COMPANY	163.56
Open	NBAZ - Warrant Clearing Account	Check	1063331	03/14/2018	Accounts Payable	PERFECT PRINTZ LLC	343.31
Open	NBAZ - Warrant Clearing Account	Check	1063332	03/14/2018	Accounts Payable	PERKINS, CEPHAS ALLAN	257.92
Open	NBAZ - Warrant Clearing Account	Check	1063333	03/14/2018	Accounts Payable	PINAL COUNTY ARIZONA	1,050.00
Open	NBAZ - Warrant Clearing Account	Check	1063334	03/14/2018	Accounts Payable	PITNEY BOWES	84.35
Open	NBAZ - Warrant Clearing Account	Check	1063335	03/14/2018	Accounts Payable	PLATT DDS, RANDOLPH	88.00
Open	NBAZ - Warrant Clearing Account	Check	1063336	03/14/2018	Accounts Payable	PRECISION DYNAMICS CORP	651.81
Open	NBAZ - Warrant Clearing Account	Check	1063337	03/14/2018	Accounts Payable	QUALITY CARQUEST	23.76
Open	NBAZ - Warrant Clearing Account	Check	1063338	03/14/2018	Accounts Payable	QUALITY READY MIX INC	383.66
Open	NBAZ - Warrant Clearing Account	Check	1063339	03/14/2018	Accounts Payable	QUILL CORP	5,533.61
Open	NBAZ - Warrant Clearing Account	Check	1063340	03/14/2018	Accounts Payable	RICOH USA INC	106.22
Open	NBAZ - Warrant Clearing Account	Check	1063341	03/14/2018	Accounts Payable	RIGGS ELLSWORTH & PORTER PLC	159.50
Open	NBAZ - Warrant Clearing Account	Check	1063342	03/14/2018	Accounts Payable	ROMERO, ANGELA C	145.00
Open	NBAZ - Warrant Clearing Account	Check	1063343	03/14/2018	Accounts Payable	ROMERO, DAVID JULIAN	3,936.97
Open	NBAZ - Warrant Clearing Account	Check	1063344	03/14/2018	Accounts Payable	RUSH TRUCK CENTER	542.59
Open	NBAZ - Warrant Clearing Account	Check	1063345	03/14/2018	Accounts Payable	SAFETY KLEEN	1,059.93
Open	NBAZ - Warrant Clearing Account	Check	1063346	03/14/2018	Accounts Payable	SANDOVAL, PATRICK J	65.00
Open	NBAZ - Warrant Clearing Account	Check	1063347	03/14/2018	Accounts Payable	SCHIFF, LAURENCE	1,400.00
Open	NBAZ - Warrant Clearing Account	Check	1063348	03/14/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	989.11
Open	NBAZ - Warrant Clearing Account	Check	1063349	03/14/2018	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	3,415.68
Open	NBAZ - Warrant Clearing Account	Check	1063350	03/14/2018	Accounts Payable	SHEPHERD, ALTON JOE	721.15
Open	NBAZ - Warrant Clearing Account	Check	1063351	03/14/2018	Accounts Payable	SHERWIN-WILLIAMS	782.86
Open	NBAZ - Warrant Clearing Account	Check	1063352	03/14/2018	Accounts Payable	SHI INTERNATIONAL CORP	444.56

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063353	03/14/2018	Accounts Payable	SHIRLEY, JOE Junior	218.81
Open	NBAZ - Warrant Clearing Account	Check	1063354	03/14/2018	Accounts Payable	SIERRA PROPANE	1,730.31
Open	NBAZ - Warrant Clearing Account	Check	1063355	03/14/2018	Accounts Payable	SMITH, ANASTASIA VICTORIA	197.93
Open	NBAZ - Warrant Clearing Account	Check	1063356	03/14/2018	Accounts Payable	SONORA QUEST LABORATORIES	497.05
Open	NBAZ - Warrant Clearing Account	Check	1063357	03/14/2018	Accounts Payable	SPARKLETTS WATER	213.38
Open	NBAZ - Warrant Clearing Account	Check	1063358	03/14/2018	Accounts Payable	SPEEDY SALES AND SERVICE	735.00
Open	NBAZ - Warrant Clearing Account	Check	1063359	03/14/2018	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	389.46
Open	NBAZ - Warrant Clearing Account	Check	1063360	03/14/2018	Accounts Payable	ST JOHNS CITY	1,510.56
Open	NBAZ - Warrant Clearing Account	Check	1063361	03/14/2018	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,453.31
Open	NBAZ - Warrant Clearing Account	Check	1063362	03/14/2018	Accounts Payable	ST MICHAELS ASSOCIATION FOR SPECIAL EDUCATIC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063363	03/14/2018	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1063364	03/14/2018	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	6,207.59
Open	NBAZ - Warrant Clearing Account	Check	1063365	03/14/2018	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063366	03/14/2018	Accounts Payable	SYMBOL ARTS	90.00
Open	NBAZ - Warrant Clearing Account	Check	1063367	03/14/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	861.71
Open	NBAZ - Warrant Clearing Account	Check	1063368	03/14/2018	Accounts Payable	THE CONTAINER GUY	3,975.00
Open	NBAZ - Warrant Clearing Account	Check	1063369	03/14/2018	Accounts Payable	THE POUR STATION	30.00
Open	NBAZ - Warrant Clearing Account	Check	1063370	03/14/2018	Accounts Payable	THOMAS, JEREL	149.81
Open	NBAZ - Warrant Clearing Account	Check	1063371	03/14/2018	Accounts Payable	THOMSON REUTERS WEST	867.60
Open	NBAZ - Warrant Clearing Account	Check	1063372	03/14/2018	Accounts Payable	TJP COMMUNICATIONS	650.00
Open	NBAZ - Warrant Clearing Account	Check	1063373	03/14/2018	Accounts Payable	TOWN OF EAGAR	218.12
Open	NBAZ - Warrant Clearing Account	Check	1063374	03/14/2018	Accounts Payable	TOWN OF SPRINGERVILLE	187.79
Open	NBAZ - Warrant Clearing Account	Check	1063375	03/14/2018	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	25.00
Open	NBAZ - Warrant Clearing Account	Check	1063376	03/14/2018	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	403.36
Open	NBAZ - Warrant Clearing Account	Check	1063377	03/14/2018	Accounts Payable	UDALL, SHERWOOD BOWEN	291.48
Open	NBAZ - Warrant Clearing Account	Check	1063378	03/14/2018	Accounts Payable	UNIFIRST CORPORATION	344.24
Open	NBAZ - Warrant Clearing Account	Check	1063379	03/14/2018	Accounts Payable	US POSTMASTER	60.18
Open	NBAZ - Warrant Clearing Account	Check	1063380	03/14/2018	Accounts Payable	US POSTMASTER	59.00
Open	NBAZ - Warrant Clearing Account	Check	1063381	03/14/2018	Accounts Payable	VALLEY AUTO PARTS	899.08
Open	NBAZ - Warrant Clearing Account	Check	1063382	03/14/2018	Accounts Payable	VANDERWILT SUCANICK, STARLA A	32.70
Open	NBAZ - Warrant Clearing Account	Check	1063383	03/14/2018	Accounts Payable	VERIZON WIRELESS	967.43
Open	NBAZ - Warrant Clearing Account	Check	1063384	03/14/2018	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	32.21
Open	NBAZ - Warrant Clearing Account	Check	1063385	03/14/2018	Accounts Payable	WALKER, VERLYN DEAN	30.00
Open	NBAZ - Warrant Clearing Account	Check	1063386	03/14/2018	Accounts Payable	WAUNEKA, CHRISTINE	232.00
Open	NBAZ - Warrant Clearing Account	Check	1063387	03/14/2018	Accounts Payable	WAUNEKA, EDISON JAMES	359.48
Open	NBAZ - Warrant Clearing Account	Check	1063388	03/14/2018	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	30.19
Open	NBAZ - Warrant Clearing Account	Check	1063389	03/14/2018	Accounts Payable	WHITING, MICHAEL B	294.26
Open	NBAZ - Warrant Clearing Account	Check	1063390	03/14/2018	Accounts Payable	WOODLAND BUILDING CENTER	358.03
Open	NBAZ - Warrant Clearing Account	Check	1063391	03/14/2018	Accounts Payable	XEROX CORP	210.35
Open	NBAZ - Warrant Clearing Account	Check	1063392	03/14/2018	Accounts Payable	YAROSH, SCOTT	96.00
Open	NBAZ - Warrant Clearing Account	Check	1063393	03/14/2018	Accounts Payable	YOUNGS FUTURE TIRE	745.83
Open	NBAZ - Warrant Clearing Account	Check	1063394	03/19/2018	Accounts Payable	DISH NETWORK	373.70
Open	NBAZ - Warrant Clearing Account	Check	1063395	03/19/2018	Accounts Payable	PATTERSON, RYAN N	292.35
Open	NBAZ - Warrant Clearing Account	Check	1063432	03/20/2018	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	986.03

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063433	03/20/2018	Accounts Payable	APACHE COUNTY FSA	235.21
Open	NBAZ - Warrant Clearing Account	Check	1063434	03/20/2018	Accounts Payable	APACHE COUNTY HSA	3,308.74
Open	NBAZ - Warrant Clearing Account	Check	1063435	03/20/2018	Accounts Payable	APACHE COUNTY MEDICAL	162,906.73
Open	NBAZ - Warrant Clearing Account	Check	1063436	03/20/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	134,519.73
Open	NBAZ - Warrant Clearing Account	Check	1063437	03/20/2018	Accounts Payable	ASRS LEGACY EORP	1,101.84
Open	NBAZ - Warrant Clearing Account	Check	1063438	03/20/2018	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1063439	03/20/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	99,900.03
Open	NBAZ - Warrant Clearing Account	Check	1063440	03/20/2018	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1063441	03/20/2018	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,230.51
Open	NBAZ - Warrant Clearing Account	Check	1063442	03/20/2018	Accounts Payable	CORRECTIONS OFFICER RET PLAN	7,799.12
Open	NBAZ - Warrant Clearing Account	Check	1063443	03/20/2018	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,236.31
Open	NBAZ - Warrant Clearing Account	Check	1063444	03/20/2018	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1063445	03/20/2018	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1063446	03/20/2018	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1063447	03/20/2018	Accounts Payable	HJ VENTURES LLC	203.94
Open	NBAZ - Warrant Clearing Account	Check	1063448	03/20/2018	Accounts Payable	INTERNAL REVENUE SERVICE	452.25
Open	NBAZ - Warrant Clearing Account	Check	1063449	03/20/2018	Accounts Payable	NATIONWIDE	930.00
Open	NBAZ - Warrant Clearing Account	Check	1063450	03/20/2018	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1063451	03/20/2018	Accounts Payable	NATIONWIDE TRUST FSB	786.53
Open	NBAZ - Warrant Clearing Account	Check	1063452	03/20/2018	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1063453	03/20/2018	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	7,616.75
Open	NBAZ - Warrant Clearing Account	Check	1063454	03/20/2018	Accounts Payable	PUBLIC SAFETY SHERIFF RET	37,228.75
Open	NBAZ - Warrant Clearing Account	Check	1063455	03/20/2018	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1063456	03/20/2018	Accounts Payable	SECURITY BENEFIT GROUP	1,480.00
Open	NBAZ - Warrant Clearing Account	Check	1063457	03/20/2018	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,738.39
Open	NBAZ - Warrant Clearing Account	Check	1063458	03/21/2018	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1063459	03/21/2018	Accounts Payable	ALSCO INC	680.99
Open	NBAZ - Warrant Clearing Account	Check	1063460	03/21/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	379.51
Open	NBAZ - Warrant Clearing Account	Check	1063461	03/21/2018	Accounts Payable	AMIGO CHEVROLET	2,091.31
Open	NBAZ - Warrant Clearing Account	Check	1063462	03/21/2018	Accounts Payable	ANDA INC	115.08
Open	NBAZ - Warrant Clearing Account	Check	1063463	03/21/2018	Accounts Payable	ANDERSON, CHARLI A	168.95
Open	NBAZ - Warrant Clearing Account	Check	1063464	03/21/2018	Accounts Payable	APCO INTERNATIONAL INC	331.00
Open	NBAZ - Warrant Clearing Account	Check	1063465	03/21/2018	Accounts Payable	ASHLEY, EILEEN T	62.14
Open	NBAZ - Warrant Clearing Account	Check	1063466	03/21/2018	Accounts Payable	AZ COURTS ASSN	340.00
Open	NBAZ - Warrant Clearing Account	Check	1063467	03/21/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	165.54
Open	NBAZ - Warrant Clearing Account	Check	1063468	03/21/2018	Accounts Payable	AZ DEPT OF REVENUE	1,058.07
Open	NBAZ - Warrant Clearing Account	Check	1063469	03/21/2018	Accounts Payable	AZ FIDUCIARY ASSN	245.00
Open	NBAZ - Warrant Clearing Account	Check	1063470	03/21/2018	Accounts Payable	AZ SCHOOL BOARDS ASSN	480.00
Open	NBAZ - Warrant Clearing Account	Check	1063471	03/21/2018	Accounts Payable	BAHE, IRENE R	28.78
Open	NBAZ - Warrant Clearing Account	Check	1063472	03/21/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	51.91
Open	NBAZ - Warrant Clearing Account	Check	1063473	03/21/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	1,920.04
Open	NBAZ - Warrant Clearing Account	Check	1063474	03/21/2018	Accounts Payable	BEGAY, SARAH MAE	110.00
Open	NBAZ - Warrant Clearing Account	Check	1063475	03/21/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	907.89
Open	NBAZ - Warrant Clearing Account	Check	1063476	03/21/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	168.65

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063477	03/21/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	171.36
Open	NBAZ - Warrant Clearing Account	Check	1063478	03/21/2018	Accounts Payable	BOB BARKER COMPANY INC	247.82
Open	NBAZ - Warrant Clearing Account	Check	1063479	03/21/2018	Accounts Payable	BRADCO	27,066.09
Open	NBAZ - Warrant Clearing Account	Check	1063480	03/21/2018	Accounts Payable	BRAGIEL, MICHAEL T	50.90
Open	NBAZ - Warrant Clearing Account	Check	1063481	03/21/2018	Accounts Payable	BUSBY, WICHITAW R	28.89
Open	NBAZ - Warrant Clearing Account	Check	1063482	03/21/2018	Accounts Payable	C2G ENTERPRISES	290.00
Open	NBAZ - Warrant Clearing Account	Check	1063483	03/21/2018	Accounts Payable	CATLIN, HAILEY	304.80
Open	NBAZ - Warrant Clearing Account	Check	1063484	03/21/2018	Accounts Payable	CELLULAR ONE NE AZ	276.95
Open	NBAZ - Warrant Clearing Account	Check	1063485	03/21/2018	Accounts Payable	CENGAGE LEARNING INC	47.43
Open	NBAZ - Warrant Clearing Account	Check	1063486	03/21/2018	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1063487	03/21/2018	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	3,300.00
Open	NBAZ - Warrant Clearing Account	Check	1063488	03/21/2018	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	80.96
Open	NBAZ - Warrant Clearing Account	Check	1063489	03/21/2018	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	7,467.50
Open	NBAZ - Warrant Clearing Account	Check	1063490	03/21/2018	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	239.66
Open	NBAZ - Warrant Clearing Account	Check	1063491	03/21/2018	Accounts Payable	CZARNYSZKA, SUEANNE K	24.84
Open	NBAZ - Warrant Clearing Account	Check	1063492	03/21/2018	Accounts Payable	CZARNYSZKA, TROY D	76.37
Open	NBAZ - Warrant Clearing Account	Check	1063493	03/21/2018	Accounts Payable	DEDMAN, JOSEPH Junior	27.50
Open	NBAZ - Warrant Clearing Account	Check	1063494	03/21/2018	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	30,484.65
Open	NBAZ - Warrant Clearing Account	Check	1063495	03/21/2018	Accounts Payable	ELLINGTON, DYLLIN RICK	719.74
Open	NBAZ - Warrant Clearing Account	Check	1063496	03/21/2018	Accounts Payable	EMPIRE MACHINERY	804.16
Open	NBAZ - Warrant Clearing Account	Check	1063497	03/21/2018	Accounts Payable	FDC RESCUE PRODUCTS LLC	9,242.29
Open	NBAZ - Warrant Clearing Account	Check	1063498	03/21/2018	Accounts Payable	FITE, ROBERT L	63.76
Open	NBAZ - Warrant Clearing Account	Check	1063499	03/21/2018	Accounts Payable	FRANCISCO, DAVE	707.31
Open	NBAZ - Warrant Clearing Account	Check	1063500	03/21/2018	Accounts Payable	FREEMAN, JOHN L Junior	50.80
Open	NBAZ - Warrant Clearing Account	Check	1063501	03/21/2018	Accounts Payable	FRONTIER	213.57
Open	NBAZ - Warrant Clearing Account	Check	1063502	03/21/2018	Accounts Payable	FRONTIER	163.04
Open	NBAZ - Warrant Clearing Account	Check	1063503	03/21/2018	Accounts Payable	FRONTIER	184.96
Open	NBAZ - Warrant Clearing Account	Check	1063504	03/21/2018	Accounts Payable	FRONTIER	831.18
Open	NBAZ - Warrant Clearing Account	Check	1063505	03/21/2018	Accounts Payable	FRONTIER	101.40
Open	NBAZ - Warrant Clearing Account	Check	1063506	03/21/2018	Accounts Payable	FRONTIER	104.04
Open	NBAZ - Warrant Clearing Account	Check	1063507	03/21/2018	Accounts Payable	FRONTIER	103.15
Open	NBAZ - Warrant Clearing Account	Check	1063508	03/21/2018	Accounts Payable	FRONTIER	68.46
Open	NBAZ - Warrant Clearing Account	Check	1063509	03/21/2018	Accounts Payable	FRONTIER	150.56
Open	NBAZ - Warrant Clearing Account	Check	1063510	03/21/2018	Accounts Payable	FRONTIER	156.76
Open	NBAZ - Warrant Clearing Account	Check	1063511	03/21/2018	Accounts Payable	FRONTIER	155.31
Open	NBAZ - Warrant Clearing Account	Check	1063512	03/21/2018	Accounts Payable	FRONTIER	70.73
Open	NBAZ - Warrant Clearing Account	Check	1063513	03/21/2018	Accounts Payable	FRONTIER	77.44
Open	NBAZ - Warrant Clearing Account	Check	1063514	03/21/2018	Accounts Payable	FRONTIER	1,264.11
Open	NBAZ - Warrant Clearing Account	Check	1063515	03/21/2018	Accounts Payable	FRONTIER	21.65
Open	NBAZ - Warrant Clearing Account	Check	1063516	03/21/2018	Accounts Payable	FRONTIER	267.89
Open	NBAZ - Warrant Clearing Account	Check	1063517	03/21/2018	Accounts Payable	FRONTIER	4,533.64
Open	NBAZ - Warrant Clearing Account	Check	1063518	03/21/2018	Accounts Payable	FRONTIER	134.62
Open	NBAZ - Warrant Clearing Account	Check	1063519	03/21/2018	Accounts Payable	FRONTIER	25.74
Open	NBAZ - Warrant Clearing Account	Check	1063520	03/21/2018	Accounts Payable	FRONTIER	217.17

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063521	03/21/2018	Accounts Payable	GALL'S INC	835.87
Open	NBAZ - Warrant Clearing Account	Check	1063522	03/21/2018	Accounts Payable	GALLUP BLUEPRINT	265.70
Open	NBAZ - Warrant Clearing Account	Check	1063523	03/21/2018	Accounts Payable	GREER, YVETTE L	281.29
Open	NBAZ - Warrant Clearing Account	Check	1063524	03/21/2018	Accounts Payable	GREER COMMUNITY FACILITIES	814.34
Open	NBAZ - Warrant Clearing Account	Check	1063525	03/21/2018	Accounts Payable	GREGORY, MARSHA ANN	407.45
Open	NBAZ - Warrant Clearing Account	Check	1063526	03/21/2018	Accounts Payable	HALWOOD, LORENA T	18.28
Open	NBAZ - Warrant Clearing Account	Check	1063527	03/21/2018	Accounts Payable	HERRERA, ROSCOE GEORGE	339.62
Open	NBAZ - Warrant Clearing Account	Check	1063528	03/21/2018	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	68.04
Open	NBAZ - Warrant Clearing Account	Check	1063529	03/21/2018	Accounts Payable	HILL AZ GROCERY STORE	182.21
Open	NBAZ - Warrant Clearing Account	Check	1063530	03/21/2018	Accounts Payable	HILL AZ GROCERY STORE	20.48
Open	NBAZ - Warrant Clearing Account	Check	1063531	03/21/2018	Accounts Payable	HILLYARD/FLAGSTAFF	1,193.68
Open	NBAZ - Warrant Clearing Account	Check	1063532	03/21/2018	Accounts Payable	HOME DEPOT	2,229.33
Open	NBAZ - Warrant Clearing Account	Check	1063533	03/21/2018	Accounts Payable	HONEA, GENEVA	270.87
Open	NBAZ - Warrant Clearing Account	Check	1063534	03/21/2018	Accounts Payable	HUMPHREY, JODIE MARIE	20.17
Open	NBAZ - Warrant Clearing Account	Check	1063535	03/21/2018	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	156.45
Open	NBAZ - Warrant Clearing Account	Check	1063536	03/21/2018	Accounts Payable	INTERNATIONAL CODE COUNCIL (ICC)	69.00
Open	NBAZ - Warrant Clearing Account	Check	1063537	03/21/2018	Accounts Payable	INVENTORY TRADING COMPANY	375.00
Open	NBAZ - Warrant Clearing Account	Check	1063538	03/21/2018	Accounts Payable	JCG TECHNOLOGIES INC	1,495.00
Open	NBAZ - Warrant Clearing Account	Check	1063539	03/21/2018	Accounts Payable	JONES, MICHELLE	33.24
Open	NBAZ - Warrant Clearing Account	Check	1063540	03/21/2018	Accounts Payable	JONES SKELTON & HOCHULI PLC	430.00
Open	NBAZ - Warrant Clearing Account	Check	1063541	03/21/2018	Accounts Payable	KONICA MINOLTA	151.81
Open	NBAZ - Warrant Clearing Account	Check	1063542	03/21/2018	Accounts Payable	LAWSON PRODUCTS INC	191.52
Open	NBAZ - Warrant Clearing Account	Check	1063543	03/21/2018	Accounts Payable	LOGSDON, SHAWNA RENE	220.56
Open	NBAZ - Warrant Clearing Account	Check	1063544	03/21/2018	Accounts Payable	LOWES COMPANIES INC	91.06
Open	NBAZ - Warrant Clearing Account	Check	1063545	03/21/2018	Accounts Payable	MIRANDA, OSCAR R	61.36
Open	NBAZ - Warrant Clearing Account	Check	1063546	03/21/2018	Accounts Payable	MOVIE LICENSING USA	2,057.63
Open	NBAZ - Warrant Clearing Account	Check	1063547	03/21/2018	Accounts Payable	MUTH, DANIEL R	33.46
Open	NBAZ - Warrant Clearing Account	Check	1063548	03/21/2018	Accounts Payable	NAPA	2,298.13
Open	NBAZ - Warrant Clearing Account	Check	1063549	03/21/2018	Accounts Payable	NATIONAL GUARDIANSHIP ASSOCIATION	180.00
Open	NBAZ - Warrant Clearing Account	Check	1063550	03/21/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,296.99
Open	NBAZ - Warrant Clearing Account	Check	1063551	03/21/2018	Accounts Payable	NAVAJO WESTERNERS	70.10
Open	NBAZ - Warrant Clearing Account	Check	1063552	03/21/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,381.11
Open	NBAZ - Warrant Clearing Account	Check	1063553	03/21/2018	Accounts Payable	NICHOLS, TROY ABRAM	31.07
Open	NBAZ - Warrant Clearing Account	Check	1063554	03/21/2018	Accounts Payable	NOEL'S INC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1063555	03/21/2018	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	1,862.19
Open	NBAZ - Warrant Clearing Account	Check	1063556	03/21/2018	Accounts Payable	OFFICE DEPOT	57.75
Open	NBAZ - Warrant Clearing Account	Check	1063557	03/21/2018	Accounts Payable	OMNISOURCE UNITED INC	1,431.68
Open	NBAZ - Warrant Clearing Account	Check	1063558	03/21/2018	Accounts Payable	OTERO, MARY ELLEN D	174.97
Open	NBAZ - Warrant Clearing Account	Check	1063559	03/21/2018	Accounts Payable	OVERDRIVE INC	473.11
Open	NBAZ - Warrant Clearing Account	Check	1063560	03/21/2018	Accounts Payable	PABLO'S UPHOLSTERY & SUPPLIES	1,995.00
Open	NBAZ - Warrant Clearing Account	Check	1063561	03/21/2018	Accounts Payable	PATTERSON, DANA BRYCE	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1063562	03/21/2018	Accounts Payable	PATTERSON, DENNIELLE	37.78
Open	NBAZ - Warrant Clearing Account	Check	1063563	03/21/2018	Accounts Payable	PITNEY BOWES	4,032.03
Open	NBAZ - Warrant Clearing Account	Check	1063564	03/21/2018	Accounts Payable	PRIETO, LEONARDO DANIEL	130.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063565	03/21/2018	Accounts Payable	PRO PETROLEUM	17,732.32
Open	NBAZ - Warrant Clearing Account	Check	1063566	03/21/2018	Accounts Payable	QUILL CORP	1,213.86
Open	NBAZ - Warrant Clearing Account	Check	1063567	03/21/2018	Accounts Payable	RUSH TRUCK CENTER	751.73
Open	NBAZ - Warrant Clearing Account	Check	1063568	03/21/2018	Accounts Payable	SAFEWAY INC	213.98
Open	NBAZ - Warrant Clearing Account	Check	1063569	03/21/2018	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1063570	03/21/2018	Accounts Payable	SANOFI PASTEUR INC	276.79
Open	NBAZ - Warrant Clearing Account	Check	1063571	03/21/2018	Accounts Payable	SCRUGGS, JOHN	21.00
Open	NBAZ - Warrant Clearing Account	Check	1063572	03/21/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	1,368.41
Open	NBAZ - Warrant Clearing Account	Check	1063573	03/21/2018	Accounts Payable	SHELL OIL	930.05
Open	NBAZ - Warrant Clearing Account	Check	1063574	03/21/2018	Accounts Payable	SHEPHERD, ALTON JOE	370.40
Open	NBAZ - Warrant Clearing Account	Check	1063575	03/21/2018	Accounts Payable	SHIRLEY, JOE Junior	104.10
Open	NBAZ - Warrant Clearing Account	Check	1063576	03/21/2018	Accounts Payable	SIERRA PROPANE	1,816.91
Open	NBAZ - Warrant Clearing Account	Check	1063577	03/21/2018	Accounts Payable	SIMPSON, VANLEY A	15.00
Open	NBAZ - Warrant Clearing Account	Check	1063578	03/21/2018	Accounts Payable	SMALLEY, DEBRA STUART	535.00
Open	NBAZ - Warrant Clearing Account	Check	1063579	03/21/2018	Accounts Payable	SMITH, TERRY D	34.44
Open	NBAZ - Warrant Clearing Account	Check	1063580	03/21/2018	Accounts Payable	SPARKLETTS WATER	19.15
Open	NBAZ - Warrant Clearing Account	Check	1063581	03/21/2018	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	105.49
Open	NBAZ - Warrant Clearing Account	Check	1063582	03/21/2018	Accounts Payable	ST JOHNS CITY	77.75
Open	NBAZ - Warrant Clearing Account	Check	1063583	03/21/2018	Accounts Payable	ST JOHNS GLASS	15.55
Open	NBAZ - Warrant Clearing Account	Check	1063584	03/21/2018	Accounts Payable	SUN GLASS LLC	404.01
Open	NBAZ - Warrant Clearing Account	Check	1063585	03/21/2018	Accounts Payable	SWEETLANDS COMPLETE AUTO	1,473.29
Open	NBAZ - Warrant Clearing Account	Check	1063586	03/21/2018	Accounts Payable	SWIETANSKI, DAVID B	315.10
Open	NBAZ - Warrant Clearing Account	Check	1063587	03/21/2018	Accounts Payable	TESAB PARTS CENTER INC	732.66
Open	NBAZ - Warrant Clearing Account	Check	1063588	03/21/2018	Accounts Payable	THE LIGHTHOUSE INC	247.36
Open	NBAZ - Warrant Clearing Account	Check	1063589	03/21/2018	Accounts Payable	THE POUR STATION	187.50
Open	NBAZ - Warrant Clearing Account	Check	1063590	03/21/2018	Accounts Payable	THOMSON REUTERS WEST	1,345.27
Open	NBAZ - Warrant Clearing Account	Check	1063591	03/21/2018	Accounts Payable	TJP COMMUNICATIONS	171.65
Open	NBAZ - Warrant Clearing Account	Check	1063592	03/21/2018	Accounts Payable	TRAK ENGINEERING INC	16,585.00
Open	NBAZ - Warrant Clearing Account	Check	1063593	03/21/2018	Accounts Payable	UDALL, SHERWOOD BOWEN	270.87
Open	NBAZ - Warrant Clearing Account	Check	1063594	03/21/2018	Accounts Payable	UNIFIRST CORPORATION	41.79
Open	NBAZ - Warrant Clearing Account	Check	1063595	03/21/2018	Accounts Payable	UNITED PARCEL SERVICE	600.00
Open	NBAZ - Warrant Clearing Account	Check	1063596	03/21/2018	Accounts Payable	US POSTMASTER	23.60
Open	NBAZ - Warrant Clearing Account	Check	1063597	03/21/2018	Accounts Payable	US POSTMASTER	8.26
Open	NBAZ - Warrant Clearing Account	Check	1063598	03/21/2018	Accounts Payable	VALLEY AUTO PARTS	655.25
Open	NBAZ - Warrant Clearing Account	Check	1063599	03/21/2018	Accounts Payable	VERIZON WIRELESS	1,331.76
Open	NBAZ - Warrant Clearing Account	Check	1063600	03/21/2018	Accounts Payable	WAUNEKA, EDISON JAMES	270.87
Open	NBAZ - Warrant Clearing Account	Check	1063601	03/21/2018	Accounts Payable	WHITING, MANDY LYNN	51.23
Open	NBAZ - Warrant Clearing Account	Check	1063602	03/21/2018	Accounts Payable	WHITING, MICHAEL B	482.66
Open	NBAZ - Warrant Clearing Account	Check	1063603	03/21/2018	Accounts Payable	WILKINS, TAMMI JO	220.56
Open	NBAZ - Warrant Clearing Account	Check	1063604	03/21/2018	Accounts Payable	WOODLAND BUILDING CENTER	135.58
Open	NBAZ - Warrant Clearing Account	Check	1063605	03/21/2018	Accounts Payable	YELLOWHORSE, JAY	581.73

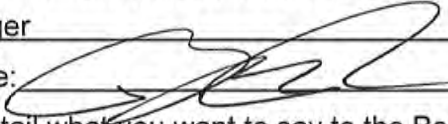
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

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 minutes dated February 13, 2018, February 26, 2018 and March 6, 2018.

BOS Meeting Date Requested 4/3/18

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

February 13, 2018
St. Johns, Arizona

Present were: Chairman Alton Joe Shepherd, Vice Chairman Doyel Shamley and Supervisor Joe Shirley, Jr. Also present, County Attorney Michael Whiting and Assistant Clerk of the Board Beth Bond.

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

Chairman Shepherd presented the item following a possible executive session for discussion and/or consideration of employment offers and conduct interviews of potential County Manager applicants pursuant to A.R.S. § 38-431.03(A)(1), discussion and possible action regarding the applicants and any other matters necessary to complete the hiring process for the County Manager position. **Mr. Shirley moved to go into executive session to begin the interviews, seconded by Mr. Shamley.** Vote was unanimous.

Interviews for the county manager position were conducted in executive session.

At 12:28 a.m. Mr. Shamley moved to close the executive session, seconded by Mr. Shirley. Vote was unanimous.

Mr. Shirley stated he would like to see the Board take action today and hire a county manager since time is of the essence and quite some time has passed since Mr. Wengert left. **Mr. Shirley made the motion to hire Ryan Patterson effective today and also give instructions to Human Resources Manager Stephanie McCarthy and the County Attorney Michael Whiting the task of working with Mr. Patterson on anything that needed to be completed for the process such as the job description and salary negotiations. Mr. Shirley stated he would like to see the new job description in place and ready by the March 6, 2018 Board meeting to take action on. Mr. Shirley stated he would like a press release completed by Human Resources and sent out regarding the hiring of a new county manager. Mr. Shamley seconded the motion.** Vote was unanimous.

Mr. Shirley congratulated Mr. Patterson and stated now that he is county manager he will be vacating the finance director position which is a very important position and would like to see a new person in that position as soon as possible.

Mr. Shirley moved to adjourn to meetings, seconded by Mr. Shamley. Vote was unanimous.

The meeting adjourned at 12:35 p.m.

Approved this 3rd day of April 2018.

Alton Joe Shepherd
Chairman of the Board

Ryan Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

February 26, 2018
St. Johns, Arizona

Present were: Supervisor Joe Shirley, Jr. and County Manager/Clerk of the Board Ryan Patterson and County Attorney Michael Whiting. Participating via the telephones was Chairman Alton Joe Shepherd and Vice Chairman Doyel Shamley.

Chairman Shepherd called to order the Board of Supervisors meeting at 10:04 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Brannan Eagar, Emergency Management Director, presented the item following a public hearing, discussion and possible approval to update the Outdoor Fire Ordinance for the unincorporated areas of the county. Chief Eagar stated this ordinance establishes fire zones in the unincorporated areas, establishing restrictions on certain outdoor fires, providing fire implementation of emergency fire restrictions and specifying civil and criminal penalties for violations of the ordinance. **Mr. Shirley moved to open the public hearing, seconded by Mr. Shamley.** Vote was unanimous. There was no one wanting to address the Board, or no written comments received. **Mr. Shirley moved to close the public hearing, seconded Mr. Shamley.** Vote was unanimous. **Mr. Shamley moved to approve the Outdoor Fire Ordinance, seconded by Mr. Shirley.** Vote was unanimous.

OUTDOOR FIRE ORDINANCE

Ordinance 2018-03

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No. 2014-05 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, increased enforcement of the restrictions, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, high human-caused risk potential, live fuel moisture is at or approaching historic thresholds, no significant relief in fire weather potential in the immediate

forecast, large fire activity occurring on a unit (within the county) or within the Region, and fire preparedness levels so indicate. An appropriate level of preparedness to meet wildland fire management objectives is based upon an assessment of vegetation, climate, and topography utilizing the National Fire Danger rating system (NFDRS).

Emergency closures have an extreme impact on the public and fire agencies, and are discouraged except under the most severe conditions. Closures should be implemented only in situations where the public's safety cannot be guaranteed. Closures are not justified by fire danger alone, but should be driven by the potential for risk to life safety due to extreme fire behavior, high potential for human-caused fires, severe shortages of resources, and numerous large fires.

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

1. **TITLE**

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

2. **REPEAL OF PRIOR ORDINANCE**

Ordinance No. 2014-05 the Open Outdoor Fire Ordinance, is hereby repealed in its entirety.

3. **EFFECTIVE AREA /FIRE ZONES**

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

4. **PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR**

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

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

4.2.1 The Emergency Management Director/Manager shall utilize the USFS Apache-Sitgreaves NFRDS and Fire Preparedness level indicators (www.fs.fed.us) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered

when the Energy Release Components (ERC) reading reaches 90% for the last 5 days.

- 4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.
- 4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Emergency Management Director shall recommend to the Chairman of the Board of Supervisors or designee, that such restrictions be ordered pursuant to the Chairman's emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman's order, the Emergency Management Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.
- 4.2.4 Upon issuance of the initial order, the County shall suspend issuance of burning permits until the emergency fire restriction order is lifted.
- 4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per the NFRDS and Preparedness levels indicators to determine the cancellation of restrictions.

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

5. DEFINITIONS

- 5.1** "Campfire" means an open outdoor fire used only for the cooking of food or for providing personal warmth for human beings or for recreational purposes.
- 5.2** "Charcoal Fire" means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.3** "Combustion Engines" means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.4** "Emergency Management Director" means the County official designated as such by the Board of Supervisors.
- 5.5** "Firearms" means a weapon that launches one or more projectiles at high velocity through the confined burning of a propellant
- 5.6** "Fireworks" means any composition or device consisting of a combination of explosives and combustibles, detonated to generate colored lights, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 5.7** "Flue" means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as a chimney, stovepipe or stack.
- 5.8** "Open Outdoor Fire" means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue, but not including campfires and charcoal fires.
- 5.9** "Recreational Fire" means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes.
- 5.10** "Red Flag Warning" (or "Red Flag Conditions") means a determination by the National Oceanic and Atmospheric Administration to inform the County and other

agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.

6. NON-EMERGENCY FIRE RESTRICTIONS

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

- 6.1** It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes. The following fires are exempt from this restriction:

EXEMPTIONS:

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

- 6.1.1** Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires); for the branding of animals; for the purpose of frost protection in falming or nursery; or for the disposal of flags pursuant to federal law.
- 6.1.2** Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires.
- 6.1.3** Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County agricultural agents for the purposes of disease and pest prevention.
- 6.1.4** Fires authorized by special permits as issued by the Emergency Management Director/Manager.
- 6.1.5** After coordination with the Emergency Management Director/Manager, Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

- 6.1.6 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.
- 6.1.7 Fires permitted by Local Fire Chief's within their Jurisdiction.
- 6.1.8 Fires for the purpose of burning rubbish, waste material or refuse.

7. **EMERGENCY FIRE RESTRICTIONS**

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

- 7.1 During "Red Flag Warning" conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).
- 7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.
- 7.3 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.
 - 7.3.1 Burn permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.
- 7.4 It shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer or display fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, tracer bullets and/or explosive targets in the unincorporated areas of Apache County.

STAGE I: Fire Restrictions

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire, campfire, unless noted in the exemptions below.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
3. Use of any and all fireworks.
4. Use of Tracer bullets and/or explosive targets.

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

Exemptions:

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

1. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris.
2. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated by city ordinance.
6. Other exemptions unique to each agency/tribe.

STAGE II: Fire Restrictions

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine other than exemption 7 below.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of Tracer bullets and/or explosive targets.

Exemptions:

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

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Industrial operations where specific operations and exemptions are identified and mitigation measures are implemented as outlined in an agency plan.
3. Persons operating internal combustion engines with spark arrestors such as lawnmowers and landscaping equipment in maintained landscaped space.
4. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
5. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
6. Operating generators with an approved spark arresting device within an enclosed vehicle or building or in an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
7. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
8. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
9. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
10. After coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
11. All land within a town boundary is exempted unless otherwise stated by town ordinance.

STAGE III: Fire Restrictions

Extreme Fire Danger is the method that would be employed if conditions are so extreme that the potential of a catastrophic disaster is highly likely.

Examples include:

- Potential loss of life due to explosive fire conditions.
- Potential for extreme or blowup fire behavior.
- Stage II restrictions are not effective in reducing the number of human-caused fires.
- Resources across the geographic area are at a critical shortage level.

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of explosive targets.
7. Use of tracer round ammunition.

EXEMPTIONS:

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

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Emergency repair of public utilities and railroads as per attached conditions.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After Coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated in city ordinance.
6. Other exemptions unique to each town /tribe.

8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS

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

EXEMPTIONS:

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

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

9. FAILURE TO OBEY LAWFUL ORDER

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

IO. ENFORCEMENT /PENALTIES

- 10.1** This Ordinance may be enforced by the Emergency Management Director or designee, any peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of a Fire District acting within the officer's area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.
- 10.2** Civil Violation. Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750), plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.3** Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required and reimbursement for emergency response personnel and equipment, and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.4** Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

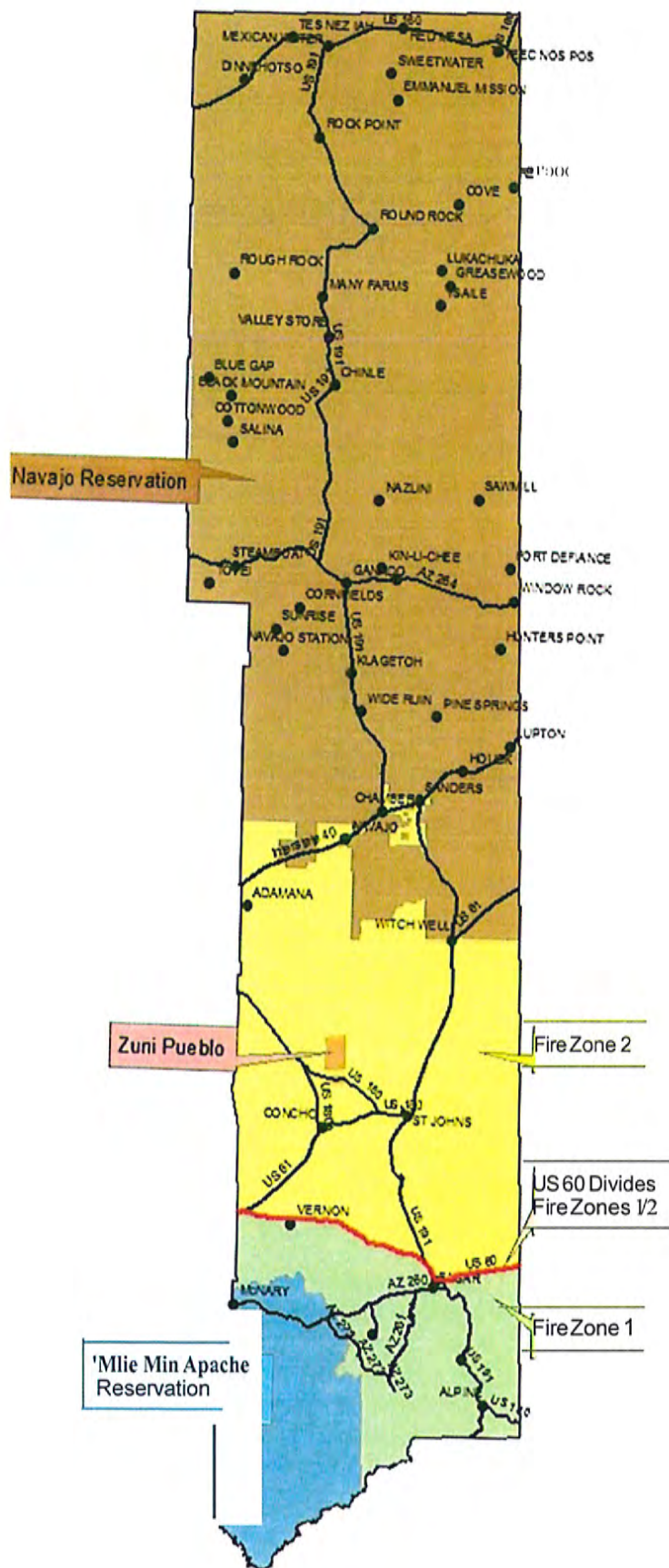
SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona on February 26, 2018.

APACHE COUNTY BOARD OF SUPERVISORS

By: /s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:

/s/ Ryan Patterson
Clerk of the Board Supervisors



David Romero, Chief Deputy Treasurer, requested approval to extend the county's banking service agreement with National Bank of Arizona for a period of two years based on mutual consent from both parties, pursuant to ARS §35.325. Mr. Romero stated his office received a letter from the bank to enter into two-year extension for the banking services and the attorney's office has reviewed the letter. **Mr. Shirley moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Chairman Shepherd presented the item following a possible executive session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and/or discussion and/or consideration of salary amounts and contractual terms regarding the employment of the County Manager pursuant to A.R.S. § 38-431.03(A)(1), discussion and possible action regarding starting salary and/or employment contract of the County Manager. Chairman Shepherd stated he is aware there have been contract negotiations between Mr. Whiting and Mr. Patterson have been ongoing. Mr. Shirley stated he did not believe executive session was needed; it is his understanding that Mr. Patterson is in agreement with the contract so unless Mr. Patterson would like to go into executive session, he would suggest the Board talk about it in open meeting. Mr. Patterson stated he was fine with the discussion in open meeting. **Mr. Shirley moved to accept and approve the contract, seconded by Mr. Shepherd.** Mr. Shamley stated he received an email yesterday at 4:15 p.m. that included the background material regarding this item and he felt the contract should not be approved today since none of the information he received was able to be published in the backup material for the public to see. Mr. Whiting stated from a legal standpoint, backup material is not required in regard to open meeting law or notice to the public so from a legal standpoint, the Board is able to do as it chooses today; either accept the contract, adjust the terms of the contract or reject the contract. Mr. Shirley stated the county manager and the attorney are fine with the terms and stated he supports the motion he made to approve the contract. Mr. Shirley stated the county manager works for, and with the Board and the different departments, not so much the public though certainly the public has input all the time, but in this case the position works for the Board. Mr. Shepherd stated he based his second to Mr. Shirley's motion on the last meeting where there was a unanimous approval to go this route and the terms have been discussed and negotiated. Mr. Shepherd stated he received the information yesterday just as Mr. Shamley indicated but feels this is something that the Board is fulfilling from the last meeting and that is why he is seconding the motion. Mr. Shamley stated he is concerned with one of the clauses in the contract where it requires a unanimous approval by the Board to remove the County Manager. Mr. Shamley stated it is weird that the Board can remove the assessor and the treasurer from office with two votes and counties across the state are not requiring a unanimous vote on issues much larger than a single person's employment. Mr. Shamley expressed his concern with the clause regarding severance pay and the unanimous vote requirement, and stated these issues were the type of input from his district he thought there would be throughout the process. Mr. Shirley stated this is a contract between the Board and the county manager not the county manager and the people. Mr. Shamley stated the Board and the county manager have not discussed the contract; it was sent in an email at 4:15 p.m. yesterday. Mr. Whiting stated legally, the Board can enter into a contract that requires a unanimous vote. Mr. Shamley stated theoretically the Board was going to discuss the terms of the contract and that never took place, so we are having to do it here and he believes the contract should not be boxed in to one single off/on type situation for a termination by unanimous vote and given three month's severance pay. Mr. Shamley stated he believes there needs to be differences in the contract regarding the

termination and severance, but those options aren't even included in the contract. Mr. Whiting stated he understands what Mr. Shamley is saying, and as he may agree with him, the issue he is faced with, and what he provides the Board is just strictly legal advice; he does not opine what is a better clause verses a worse clause, he simply advises the board as to if the contract as a whole is legal. Mr. Whiting stated this is a contract that is legal, and the Board can enter into it if they so choose and he refrains from expressing his personal feelings about any contract that comes before the board. Chairman Shepherd stated the contract can be modified or changed at a later date. Motion passed 2-1 with Mr. Shamley voting nay.

Mr. Patterson presented notification of the National Organization of Counties Annual Legislative Conference March 3-7, 2018 at the Washington Hilton Hotel, 1001 16th Street N.W., Washington, DC where two or more members of the Apache County Board of Supervisors may be in attendance.

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

The meeting adjourned at 10:20 a.m.

Approved this 3rd day of April 2018.

Alton Joe Shepherd
Chairman of the Board

Ryan Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
March 6, 2018
St. Johns, Arizona

Present were: County Manager/Clerk of the Board Ryan Patterson and County Attorney Michael Whiting. Participating via the telephone was Chairman Alton Joe Shepherd, Vice Chairman Doyel Shamley and Supervisor Joe Shirley, Jr.

Chairman Shepherd called to order the Board of Supervisors meeting at 8:35 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Ferrin Crosby gave the invocation.

SueAn Stradling-Collins led the Pledge of Allegiance

Chairman Shepherd called for the Apache County Public Health Services District items.

Chris Sexton, Health Director, requested approval to accept the donation of 15 car seats and 15 booster seats from AAA Arizona in accordance with the program terms in the amount of one thousand, one hundred fifty-two dollars. (\$1,152.00). **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chris Sexton, Health Director, requested approval of the Medical Reserve Corps (MRC) Challenge Award in the amount of twelve thousand five hundred dollars (\$12,500.00). Mr. Sexton stated this award will provide us regional Critical Incident Management/Peer Support Team the ability to further serve our region and is a new one-year grant. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chris Sexton, Health Director, requested approval for the Intergovernmental Agreement for Sexually Transmitted Disease Services, Contract #ADHS14-071557, Amendment #3 that clarifies reporting and funding requirements. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the Apache County Library District item.

SueAn Stradling-Collins, Library Director, requested approval to enter into an Intergovernmental Agreement with Gila County Library District to purchase a new integrated library system for the purpose of improving functionality and service to staff and patrons. The assessed cost to the Library District has been planned for in the budget. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Shamley moved to adjourn the Library District item, seconded by Mr. Shirley. Vote was unanimous.

Chairman Shepherd called for the regular agenda items.

MR. Patterson requested approval of Consent items A-D. **Mr. Shirley moved approval seconded by Mr. Shamley.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between February 6, 2018 to March 6, 2018. Demands are payments made, or to be made, by the County. Payee Amount
APACHE COUNTY HAS 3,308.74 APACHE COUNTY MEDICAL 158,536.23 APACHE COUNTY TAX WITHHOLDING 133,312.80 ASRS LEGACY EORP 1,101.84 AZ STATE RETIREMENT SYSTEM 99,085.56 COLONIAL LIFE AND ACCIDENT INS 1,230.51 CORRECTIONS OFFICER RET PLAN 7,799.12 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,242.70 EORP LEGACY 1,288.26 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,616.75 PUBLIC SAFETY SHERIFF RET 39,631.49 SECURITY BENEFIT GROUP 1,480.00 SUPPORT PAYMENT CLEARINGHOUSE 1,685.89 AZ STATE RETIREMENT SYSTEM 2,881.68 AZLGEBT 310,433.89 BRADCO 9,839.65 D & H PETROLEUM & ENVIRONMENTAL SERVICES 1,638.77 DISCOUNT TIRE 1,210.08 DOYLES AUTO BODY INC 1,087.61 ESRI INC 3,085.35 FRONTIER 1,773.20 HAUSER, JIM 1,590.04 HIGH COUNTRY PROPANE 1,844.41 HILLYARD/FLAGSTAFF 4,682.55 HUMAN SERVICES CONSULTANTS 7,077.50 INDEED INC 1,500.00 LEADSONLINE LLC 2,238.00 MOORE LAW FIRM PLLC 2,700.50 NORTHLAND PIONEER COLLEGE 39,874.00 OMNISOURCE UNITED INC 1,238.19 PERFECT PRINTZ LLC 1,134.16 PINAL COUNTY ARIZONA 5,425.00 PITNEY BOWES RESERVE ACCOUNT 8,000.00 QUILL CORP 2,721.10 RDO EQUIPMENT CO 27,743.28 SANOFI PASTEUR INC 1,437.60 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS 1,187.61 TRINITY SERVICES GROUP INC 19,180.16 WESTERN DETENTION PRODUCTS INC 1,970.12 WRIGHT EXPRESS FSC 2,282.39 BERNAL BODY SHOP 4,543.95 NATIONAL BANK OF ARIZONA 0127 1,618.90 NATIONAL BANK OF ARIZONA 0085 4,389.23 NATIONAL BANK OF ARIZONA 0285 2,212.26 NATIONAL BANK OF ARIZONA 0301 3,903.31 TRACTOR SUPPLY CO 7,928.11 ASHTONS REPAIR INC 1,097.10 AZ SUPREME COURT 1,517.50 AZ SUPREME COURT 3,750.00 AZ SUPREME COURT 19,500.00 BAUMAN HOME AND AUTO INC 1,964.05 BERGE FORD INC 34,029.78 BILLS DISCOUNT AUTO PARTS (NAPA) 6,649.50 BLUE HILLS ENVIRONMENTAL 1,748.02 BRADCO 63,988.57 BREWER LAW OFFICE PLLC 8,500.00 CRAFTCO INC 19,318.89 DIAMOND DRUGS INC 3,414.86 FERRELLGAS 5,768.73 FOUR CORNERS WELDING & GAS SUPPLY 1,077.41 GRAVES PROPANE CO INC 3,442.96 HAMBLIN LAW OFFICE PLC 8,500.00 HOME DEPOT 1,513.21 INGRAM LIBRARY SERVICES 4,590.14 KATHLEEN M MCGUIRE PSY D LLC 2,352.50 LAW OFFICE OF DIRK LEGATE PLLC 8,500.00 LIBERTY FENCE AND SUPPLY 1,144.70 MCCOOK BOILER AND PUMP COMPANY 2,520.00 MOUNTAIN COMFORT HEATING AND COOLING 2,999.99 NAVAJO TRIBAL UTILITY AUTHORITY 3,031.88 NAVOPACHE ELECTRIC COOPERATIVE 11,446.47 OVERDRIVE INC 1,786.09 PACIFIC PONDEROSA CO INC 2,332.76 PATTERSON, DANA BRYCE 8,500.00 PERFECT PRINTZ LLC 1,810.30 PINAL COUNTY ARIZONA 3,675.00 PTS OF AMERICA LLC 1,281.00 QUILL CORP 3,660.77 REDW LLC 1,677.50 SALINE LAW GROUP PLLC 1,538.73 SCHIFF,

LAURENCE 1,400.00 SECURUS TECHNOLOGIES INC 1,012.86 SIERRA PROPANE
 2,688.60 SIMPLEXGRINNELL LP 1,309.00 ST JOHNS CITY 1,679.85 SWEETLANDS
 COMPLETE AUTO 1,529.85 VERIZON WIRELESS 2,344.49 WHITE, EDWARD J 8,167.84
 WOODLAND BUILDING CENTER 2,463.90 YOUNGS FUTURE TIRE 1,867.25 APACHE
 COUNTY HAS 3,308.74 APACHE COUNTY MEDICAL 162,095.23 APACHE COUNTY
 TAX WITHHOLDING 134,969.85 ASRS LEGACY EORP 1,101.84 AZ STATE
 RETIREMENT SYSTEM 99,806.36 COLONIAL LIFE AND ACCIDENT INS 1,230.51
 CORRECTIONS OFFICER RET PLAN 7,799.12 CORRECTIONS OFFICER RETIREMENT
 PLAN 520 5,127.02 EORP LEGACY 1,288.26 NATIONWIDE RETIREMENT SOL EODCRS
 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,616.75 PUBLIC SAFETY SHERIFF RET
 40,502.21 SECURITY BENEFIT GROUP 1,480.00 SUPPORT PAYMENT
 CLEARINGHOUSE 1,685.89 ACE OFFICE FURNITURE 3,299.00 ADHS AZ HEALTH
 CARE COST 22,400.00 AZ SUPREME COURT 2,625.00 AZ SUPREME COURT
 1,500.00 BEACON FIRE AND SECURITY LLC 2,287.52 BRADCO 5,557.20
 CATERPILLAR FINANCIAL SERVICES CORPORATION 34,557.63 COCONINO
 COUNTY 1,860.00 COURTESY CHEVROLET 43,330.09 FRONTIER 1,251.56
 GRAVES PROPANE CO INC 1,141.44 HILLYARD/FLAGSTAFF 2,152.11
 HILTON GARDEN INN PHOENIX AIRPORT NORTH 5,012.28 INGRAM LIBRARY
 SERVICES 1,897.28 KILLION, MICHAEL PAUL 1,224.35 MOUNTAIN COMFORT
 HEATING AND COOLING 14,550.78 NATIONAL CRIMINAL ENFORCEMENT ASSOC
 1,800.00 NAVOPACHE ELECTRIC COOPERATIVE 11,879.59 NEWMAN SIGNS INC
 4,389.06 PIMA COUNTY MEDICAL 6,900.00 PROFORCE LAW ENFORCEMENT
 1,573.35 QUILL CORP 3,356.93 SECURUS TECHNOLOGIES INC 1,739.56
 SEQIRUS USA INC 3,024.77 SIERRA PROPANE 1,160.85 SMITH, ANASTASIA
 VICTORIA 1,237.35 SYSTEM EXCHANGE CORPORATION 1,350.00 THOMSON
 REUTERS WEST 2,212.87 WESTERN DETENTION PRODUCTS INC 1,724.00 WHITE
 MOUNTAIN PUBLISHING CO 10,387.09 APACHE COUNTY TAX WITHHOLDING
 2,596.73 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,566.38 AVAYA
 COMMUNICATIONS 1,603.62 AZ ASSN OF COUNTIES 2,500.00 BEACON FIRE AND
 SECURITY LLC 1,330.16 BILLS DISCOUNT AUTO PARTS (NAPA) 1,461.51 BRADCO
 38,534.43 CHEVRON USA INC 1,064.00 CONTINUOUS RAINGUTTER SYSTEMS
 1,543.00 COWBOY UP HAY AND RANCH SUPPLY 1,337.17 CURTIS, ROGER STUART
 1,195.63 D & H PETROLEUM & ENVIRONMENTAL SERVICES 5,319.72 DELL
 COMPUTER CORPORATION 1,627.78 EMPIRE MACHINERY 1,829.26 FLEET PRIDE
 10,407.96 FRONTIER 4,522.49 GRAVES PROPANE CO INC 1,290.46 HALL
 ENVIRONMENTAL ANALYSIS LABORATORY INC 3,655.00 HATCH CONSTRUCTION
 5,060.81 IKARD & NEWSOM 2,079.88 J MICHAEL ELECTRIC LLC 1,842.05 LESUEUR
 ADVANCE AUTOMOTIVE LLC 1,045.12 NATIONAL BUSINESS FURNITURE 3,599.79
 NAVAJO TRIBAL UTILITY AUTHORITY 3,492.54 NAVAJO TRIBAL UTILITY
 AUTHORITY 6,390.49 NORCHEM DRUG TESTING LABORATORY 1,996.70 QUALITY
 READY MIX INC 1,379.36 QUILL CORP 2,452.71 SCOTT HAMBLIN MD PC 3,050.00
 SOURCEHOV 12,853.22 SW ECOLOGY LLC 5,482.68 SWEETLANDS COMPLETE AUTO
 1,891.39 VALLEY AUTO PARTS 2,135.60 VERIZON WIRELESS 2,151.59 WORLD OF
 TRAVEL 1,345.40 YELLOWHORSE, JAY 3,240.45 Specific details of the demands may be
 requested through the County public record request process. B. Request approval of the minutes
 dated February 6, 2018. Probation Services: C. Probation Services: Request approval to sell

2001 Ford F150 crew cab pickup to the St. Johns, Police Department for the sum of one dollar (\$1.00). This vehicle will be sold "as is. D. Probation Services: Request approval to solicit bids for 2 buildings including cement pads and the assembly of buildings for the LODGE-Legacy Teen Center in Round Valley. Vote was unanimous.

Paul Hancock, Probation Services Director, on behalf of Superior Court, pursuant to ARS §12-121 & §12-144, request approval of the re-appointment of Judge Steve Williams as part-time Superior Court Judge Pro Tempore- salary to be paid from the state grant funds; Judge C. Allan Perkins as a full-time Superior Court Judge Pro Tempore - salary is paid from county funds. Also request approval of the re-appointment on an as needed basis, Michael P. Roca, as Superior Court Judge Pro Tempore. The re-appointment will begin July 1, 2018 and end June 30, 2019. **Mr. Shirley moved approval, seconded by Mr. Shamley seconded the motion.** Vote was unanimous.

Paul Hancock, Probation Services Director on behalf of Superior Court, requested approval to retroactive pay Troy Czarnyszka to December 10, 2017. Mr. Czarnyszka was approved on February 6, 2018 to the position but has been performing the duties as Court Administration since December 10, 2017 but the retroactive pay was not addressed at the time of the salary approval. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Paul Hancock, Probation Services Director, requested possible approval to retroactive pay Sueanne Czarnyszka to December 10, 2017 and the previously approved item for the Legacy Teen Center Manager to be effective January 7, 2018 and this will not affect approved budget levels. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Paul Hancock, Probation Services Director, requested approval to change the current Detention Officer II (range 33) to a Legacy Teen Center Advisor, (range 33) and will not result in an increase to the budget. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Stephanie McCarthy, Human Resources Manager, requested approval of the updated County Manager/Clerk of the Board job description. **Mr. Shirley moved to approve the job description, seconded by Mr. Shepherd.** Chairman Shepherd asked if there were any questions or comments. Hearing none, motion passed 2-1 with Mr. Shamley voting nay.

Stephanie McCarthy, Human Resources Manager, requested approval of the updated Detention Education Teacher job description. **Mr. Shirley moved approval seconded by Mr. Shepherd.** Motion passed 2-0 with Mr. Shamley abstaining.

Judy Bender, Chief Deputy Assessor, requested approval to hire Ruben Aranda to the vacant Level II position, Range 33 in the Assessor's office at a salary of thirty-three thousand, two hundred twenty-four dollars (\$33,224). Ms. Bender stated the salary to be funded with existing position salary from budgeted funds and filling this position will not affect the budget nor cost the County or Assessor additional funds. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson, on behalf of District I, requested approval to increase Patrick Sandoval, District Manager (range 66) at a salary of \$87,070 and Gloria Bowman, Administrative Coordinator (range 42) to the maximum of her salary range. **Mr. Shirley moved to approve.** Mr. Shirley stated Mr. Sandoval and Mrs. Bowman are very qualified and deserving of the increase and requested support for the item. Mr. Shirley stated he is aware there may be concerns as to if this is done, how will it impact the other district managers and for him, that is up to the supervisors on if they want to adjust their District managers salaries; he is in full support of that. Mr. Shirley stated salaries are usually not the same, even in like positions; it is based on education, experience and accomplishments and in this case both Mr. Sandoval and Mrs. Bowman are very deserving of the proposed increase. **Mr. Shepherd seconded the motion.** Vote was unanimous.

Malena Bazarro, Economic Development, District III, requested approval of an IGA between Apache County and the White Mountain Regional Medical Center and a separate IGA between Apache County and the Puerco Fire Department for the purpose of collaborating to receive grant funding. Ms. Bazarro stated there is a change and it should authorize the county manager, not the finance director, authorization to sign necessary grant application documents pursuant to IGA. Mr. Shamley asked Mr. Whiting if this change is allowable and legal to move forward with this change since it was posted to authorize the finance director, Mr. Whiting stated in this situation, Mr. Patterson is conducting the duties as the finance director as well as county manager and asked Mr. Patterson if he was alright with signing the item. Mr. Patterson stated yes. Mr. Whiting stated as to the question of the posting, we are legal to move forward, the board can change the signatory at the meeting. Chairman Shepherd stated Mr. Whiting has indicated it is legal to move forward. **Mr. Shirley moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Patterson requested the appointment of Supervisor Doyel Shamley and Bruce Greco as members of the Board of Directors for the Economic Development for Apache County Corporation ("EDAC"). EDAC is a 501(c)(3) non-profit organization that was formed years ago to help the economic development efforts in southern Apache County. Mr. Patterson stated the corporation has been inactive for a few years, but the collective desire of the municipalities and county is to re-establish EDAC as a useful tool, especially when applying for grants. Mr. Patterson stated the Board of Directors consists of two board members from Apache County and two members from each of the three towns—Eagar, Springerville and St. Johns. Mr. Patterson stated the three towns have already nominated their board members. **Mr. Shirley moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Patterson presented notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- Eastern Arizona Counties Association on March 14, 2018 at 3:00 p.m. at the County Supervisors Association (CSA) building, 1905 West Washington Street in Phoenix.
- Small Counties Forum meeting on March 14, 2018 at 6:00 p.m. at the CSA building, 1905 West Washington Street in Phoenix.
- County Supervisors Association meeting on March 15, 2018 at the CSA building, 1905

West Washington Street, in Phoenix at 10:00 a.m.

Chairman Shepherd opened the floor for call to the public.

Treasurer Marleita Begay stated regarding the EDAC item on the agenda, why is the northern part of Apache County not involved. Mr. Patterson stated there is no reason not to have the northern part of the county included; EDAC was established as a 501c3 about 20 years ago and the articles of incorporation were set and is being re-established. Mr. Patterson stated if there is further discussion to include the north, that can be discussed going forward.

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

Mr. Shirley moved to adjourn, seconded by Mr. Shamley. Vote was unanimous.

Approved this 3rd day of April 2018.

Alton Joe Shepherd
Chairman of the Board

Delwin Wengert
Clerk of the Board

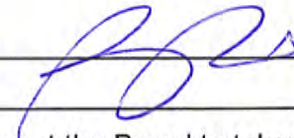
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/21/18 

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

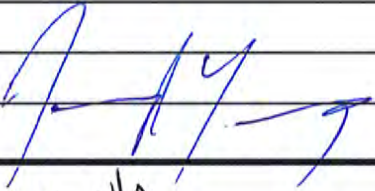
Request approval of a Proclamation supporting Buena Vista Children's Service, Inc., a non-profit organization for child abuse prevention. This Proclamation has been approved in previous years.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

N/A

Signature

Human Resources Review:

N/A

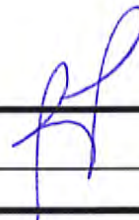
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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

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

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

Proclamation

WHEREAS, Buena Vista Children's Services, Inc. is a community-based, grassroots, nonprofit organization that offers child abuse prevention awareness, children's advocacy and child care recruitment services for the Department of Economic Security, Education and Professional Development in Navajo, Apache and Yavapai Counties; and

WHEREAS, every child is entitled to be loved, cared for, secure and safe, and it is the responsibility of our society to protect every child's inalienable right to life, liberty and the pursuit of happiness; and

WHEREAS, the hidden epidemic of child abuse, which crossed all boundaries of income, race, religion and ethnicity, continues to be one of our most serious public health issues, with over 90 percent of abuse perpetrated by people that children know, love and trust, and

WHEREAS, children who survive child abuse endure lasting physical, mental and emotional scars, including feeling of shame, self-doubt, poor self-image, the inability to trust others, learning disabilities, sleep disturbances, dating violence, difficulty in trust and coping skills, and eating, speech or post-traumatic stress disorders; and

WHEREAS, child abuse and neglect can be reduced by providing safe havens and emotional, social, legal and financial support for victims and at-risk families; and by holding offenders accountable, we can ensure that all of Arizona's children grow to their full potential as healthy citizens; and

WHEREAS, providing the proper support and enhancing a child's understanding of his or her own self-worth are crucial components in providing a bright future in raising healthy Arizona children.

NOW, THEREFORE, I Alton Joe Shepherd, Chairman on behalf of the Apache County Board of Supervisors, do hereby proclaim this month of April 2018 as Child Abuse Prevention & Awareness Month.

IN THE COUNTY OF Apache and urge all citizens to cherish our children and protect them from harm.

Dated this 3rd day of April, 2018.

ATTEST:

Alton Joe Shepherd
Chairman of the Board

Ryan Patterson
Clerk of the Board

ACES



Adverse Childhood Experiences

Adverse Childhood Experiences (ACE) can last a lifetime, but they don't have to. Early exposure to family violence, abusive treatment, neglect, alcohol and drug abuse, or separated/divorced parents can lead to health and social problems, risk-taking behaviors and a shortened lifespan. Safe, stable and nurturing relationships and communities can break the cycle of abuse and maltreatment. See the website at this address:

www.azpbs.org/strongkids

WHAT IS AN ACE?

Anyone growing up experiencing any of the following conditions in the household prior to age 18:

- Recurrent physical abuse
- Recurrent emotional abuse
- Contact sexual abuse
- An alcohol and/or drug abuser in the household
- An incarcerated household member
- Someone who is chronically depressed, mentally ill, institutionalized, or suicidal
- Mother is treated violently
- One or no parents
- Emotional or physical neglect

WHY ARE PREVENTION AND FAMILY SUPPORT IMPORTANT?

Child abuse and neglect is a serious problem in Arizona. In 2010 there were 33,669 reports of child abuse and neglect received by Child Protective Services.

Working with families before inappropriate parenting practices begin is essential. Studies show that nationwide, at least 80 percent of all severe abuse incidents occur among children under age five. The first few years of life are a critical developmental period and abuse or neglect during this time severely impacts normal development.

Providing family support services to families and preventing problems before they become crises is the most effective and economical way to help troubled families. The goal of family support is to help parents to create safe, stable, nurturing home environments that promote the safety of all family members as well as healthy child development. Get more info below:

www.azdes.gov/dcyf/opfs

★ ★ ★ ★ ★ EFFECTIVE WAYS TO PRAISE YOUR CHILD!

*Well Done! You're a Joy! Awesome!
Great! Bravo! Amazing! Marvelous! Cool!
Superb! Excellent! Way to Go! Terrific!
You Tried Hard! Your Help Counts!
You Made it Happen! Thumbs Up!
You Should be Proud! Fabulous!*



- ✓ Child Abuse Prevention Starts with YOU!
- ✓ Recognize the Signs!
- ✓ Report!

Buena Vista
Children's Services, Inc.
928-646-5200
www.bv-cs.org



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Buena Vista Children's Services, Inc. is a non-profit organization based in the Verde Valley since 1997. The mission of BVCS is to create & implement quality educational, curriculum-based programs for children ages 0-12. BVCS is an equal opportunity employer and provider.

WHO DO YOU TRUST WITH YOUR CHILD?

Arizona has seen an increase from 51 child maltreatment deaths in 2008 to 70 in 2010, that's a startling 38% increase. Tragically, many of these children died at the hands of unsafe caregivers. Sometimes parents don't plan ahead or think it through. Other times they rush to trust someone who is untrustworthy. An unsafe caregiver could be a boyfriend or girlfriend, a neighbor or even a relative.

WARNING SIGNS OF AN UNSAFE CAREGIVER:

- Has problems with anger generally or is severely impatient when children have tantrums, cry or misbehave
- Is violent and/or controlling with their partner(s) or others
- Is physically or verbally abusive with children
- Abuses alcohol or other drugs, including marijuana
- Uses prescription medications that have bad side effects or make them drowsy
- Is not trustworthy for any reason - trust your instincts
- Is already stressed
- Your child is not happy to see the caregiver and has become anxious or withdrawn
- Is not open and honest about what they did during the time with your child
- The child has had multiple accidents that could have been avoided
- Your requests are not followed by the caregiver

For more information, visit this website:

www.Childhelp.org/MyChild



CHILD ABUSE PREVENTION STARTS WITH YOU!

- ✓ Support programs for new parents
- ✓ Early and regular child and family screening and treatment
- ✓ Regulated Child Care
- ✓ Programs for abused children and young adults
- ✓ Crisis Centers
- ✓ Life skills training for children and young adults
- ✓ Self-help groups and other neighborhood supports
- ✓ Family Support Services
- ✓ Community Organizations

RECOGNIZE THE SIGNS!

- Emotional Abuse
- Shaken Baby Syndrome
- Child Neglect
- Physical Abuse
- Sexual Abuse



REPORT!

WHO?

WHEN?

HOW?



If you have concerns about your child or your child's caregiver -- call the 24-hour Hot-Line



REPORT SUSPECTED CHILD ABUSE OR NEGLECT

1-888-767-2445 ★ 1-888-SOS-CHILD

Call 24-hour Child Abuse Hot-Line

TAX CHECK OFF

"PUT THE CHECK ON CHILD ABUSE"

CHILD ABUSE PREVENTION FUND

MAKE A DONATION ON YOUR AZ INCOME TAX FORM

Child Abuse is a tough problem in Arizona. Helping to prevent it is easy:

Prevention is the only way to reverse the alarming trend of abuse and neglect. Individual taxpayers in Arizona have a unique opportunity to help prevent child abuse by making a donation to the Child Abuse Prevention Fund on their individual income tax return. Whether you get a refund or make a payment, you can still donate. Your donation will go straight into the Child Abuse Prevention Fund.

The Child Abuse Prevention Fund was established by the legislature in 1982 and since, over 15 million has been collected and 50 different programs have been funded providing services to Arizona's children and families.

Although it is a statewide program, no state dollars are appropriated.

The Fund receives its revenue from the following sources:

- ✓ The income tax check off on the Arizona tax form
- ✓ A percentage of the surcharges on fees for marriages licenses, dissolutions, and death certificates
- ✓ Private donations

If you would like to make a tax deductible donation to the Child Abuse Prevention Fund or to receive additional information, please visit:

www.azdes.gov/main.aspx?menu=156&id=2036



Date: March 2018

To: Community Leaders

From: C.J. Wischmann, Buena Vista Children's Council Coordinator

A handwritten signature in blue ink, appearing to be 'CJW', enclosed in a circular scribble.

Reference: Child Abuse Prevention Month

Once again I am asking your community to proclaim the month of April 2018 as Child Abuse Prevention month.

Thank you for your past support, and your continued awareness of how important it is to prevent child abuse in our local areas.

Attached is the format that you have used in the past. And thank you again.

C.J. Wischmann



Show Low Area Child Abuse Prevention Council
www.bv-cs.org

CJ Wischmann
Recruitment Specialist
Navajo/ Apache Counties



(928) 451-6800
cj.bvcs@gmail.com

PO Box 1600
Cottonwood, AZ 86326

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

TOM M. WHITE, JR.
VICE-CHAIR OF THE BOARD
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BARRY WELLER
MEMBER OF THE BOARD
DISTRICT III
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BOARD OF SUPERVISORS OF APACHE COUNTY

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

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



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

Proclamation

WHEREAS, Buena Vista Children's Services, Inc. is a community-based, grassroots, nonprofit organization that offers child abuse prevention awareness, children's advocacy and child care recruitment services for the Department of Economic Security, Education and Professional Development in Navajo, Apache and Yavapai Counties; and

WHEREAS, every child is entitled to be loved, cared for, secure and safe, and it is the responsibility of our society to protect every child's inalienable right to life, liberty and the pursuit of happiness; and

WHEREAS, the hidden epidemic of child abuse, which crossed all boundaries of income, race, religion and ethnicity, continues to be one of our most serious public health issues, with over 90 percent of abuse perpetrated by people that children know, love and trust, and

WHEREAS, children who survive child abuse endure lasting physical, mental and emotional scars, including feeling of shame, self-doubt, poor self-image, the inability to trust others, learning disabilities, sleep disturbances, dating violence, difficulty in trust and coping skills, and eating, speech or post-traumatic stress disorders; and

WHEREAS, child abuse and neglect can be reduced by providing safe havens and emotional, social, legal and financial support for victims and at-risk families; and by holding offenders accountable, we can ensure that all of Arizona's children grow to their full potential as healthy citizens; and

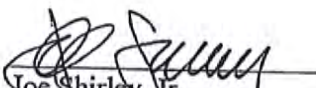
WHEREAS, providing the proper support and enhancing a child's understanding of his or her own self-worth are crucial components in providing a bright future in raising healthy Arizona children.

NOW, THEREFORE, I Joe Shirley, Chairman on behalf of the Apache County Board of Supervisors, do hereby proclaim this month of April, 2016 as Child Abuse Prevention & Awareness Month.

IN THE COUNTY OF Apache and urge all citizens to cherish our children and protect them from harm.

Dated this 19th day of April, 2016.

ATTEST:


Joe Shirley, Jr.
Chairman of the Board


Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County 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 Special Event Liquor License for Terry Fillipi, Alpine Business Association for a n event on June 15 & 16, 2018 for the Alpine Country Blues Music Festival. Located at 42665 Highway 180, Alpine, Arizona.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review: Community Development

Health Department

Signature

Chris Sexton

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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

FOR DLLC USE ONLY

Event Date(s):

Event time start/end:

CSR:

license:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 12).

SECTION 1 Name of Organization: ALPINE BUSINESS ASSOCIATION

Name of Licensed Contractor **only** (if any): _____

SECTION 2 Non-Profit/IRS Tax Exempt Number: 45-5535385

SECTION 3 Event Location: ALPINE, ARIZONA

Event Address: 42665 HWY. 180, ALPINE, APACHE COUNTY, ARIZONA 85920

SECTION 4 Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: FILLIPI, TERRY L. 06/30/1959
Last First Middle Date of Birth
2. Applicant's mailing address: P.O. BOX 442, ALPINE, AZ 85920
Street City State Zip
3. Applicant's home/cell phone: (928) 245-1143 Applicant's business phone: (928) 339-4987
4. Applicant's email address: TERRY@ASPENCOUNTRYREALTY.COM

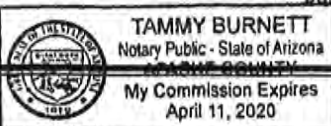
I, (Print Full Name) TERRY L. FILLIPI declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

x Terry L. Fillipi APPLICANT 03/05/2018 (928) 245-1143
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 5 March 2018
Day Month Year

State Arizona County of Apache

My Commission Expires on: 4/11/2020
Date



Tammy Burnett
Signature of Notary Public

SECTION 5 Regarding the application for a special event permit: The **Officer, Director, or Chairperson of the organization** certifies that the Organization meets the criteria in A.R.S. § 4-203.02(E) as indicated by checking one of the boxes below.

- (1) ☐ The Organization is a political party or a campaign committee supporting a candidate for public office. Please indicate the name of the candidate that the Organization supports, the office that the candidate seeks, and the month and year that the candidate would first fill the office if successful.

Candidate: _____
Name Office Month/Year

- (2) ☒ The Organization is a non-profit entity organized in Arizona, or pursuant to the laws of another state that is eligible for designation under Section 501 (C) of the internal revenue code of the United States. If the Organization is applying under option (2) as a nonprofit entity, please also **INITIAL** in the spaces provided next to **all** following statements to indicate that, to the best of the Organization's knowledge, the following statements are correct.

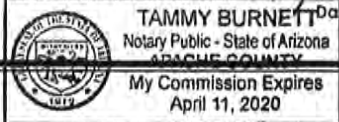
To be initialed only by an Officer, Director, or Chairperson of the organization.

JLF The Organization has received a determination letter from the Internal Revenue Service ("IRS") indicating that it is eligible for designation as a nonprofit entity under Section 501 (C), eligibility or will be eligible on all days that the special event will occur, or has a pending application with the IRS for such treatment that has not been resolved but that will retroactively cover all days that the special event will occur. (Please provide a copy of either the IRS determination letter or the application [without attachments] with this application).

JLF The Organization is not aware of any action taken by the IRS to revoke, suspend, or otherwise eliminate their Eligibility under 501 (C), or if there is a pending application, the eligibility has not received any indication that the IRS will deny its application and has a good faith basis formed upon a reasonable inquiry into IRS regulations, guidelines and forms that are eligible under 501 (C).

JLF The Organization understands that if there is a change in circumstances after completing this form that may cause or has caused it to lose its eligibility under 501 (C), whether before or after receiving an IRS determination letter, that it has an affirmative duty to notify the Department of Liquor, which may take appropriate action regarding the loss of eligibility.

To be completed only by an Officer, Director, or Chairperson of the organization.

I, (Print Full Name) TERRY L. FILLIPI declare that I am an Officer, Director, or Chairperson of the organization filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.			
<i>Terry L. Fillipi</i> Signature	PRESIDENT Title/ Position	03/05/2018 Date	(928) 245-1143 Phone Number
The foregoing instrument was acknowledged before me this 5 March 2018 Day Month Year			
State Arizona County of Apache			
My Commission Expires on: 4/11/2020		<i>Tammy Burnett</i> Signature of Notary Public	
			

SECTION 6 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No
(If yes, Local Governing Body Signature not required)

Name of Business

License Number

Phone (Include Area Code)

SECTION 7 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 8

What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

SECTION 9

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? -0-
(The number cannot exceed 10 days per year.)

3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?

☒ Yes ☐ No (If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name ALPINE BUSINESS ASSOCIATION Percentage: 25%

Address P.O. BOX 134, ALPINE, AZ 85920

Name BRIAN ALLAN SCHEER Percentage: 75%

Address P.O. BOX , ALPINE, AZ 85920

Street

City

State

Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

3-4 Number of Police Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: AREA WILL BE COMPLETELY FENCED WITH ONE ENTRANCE/EXIT WITH 3-4 SECURITY PERSONNEL.

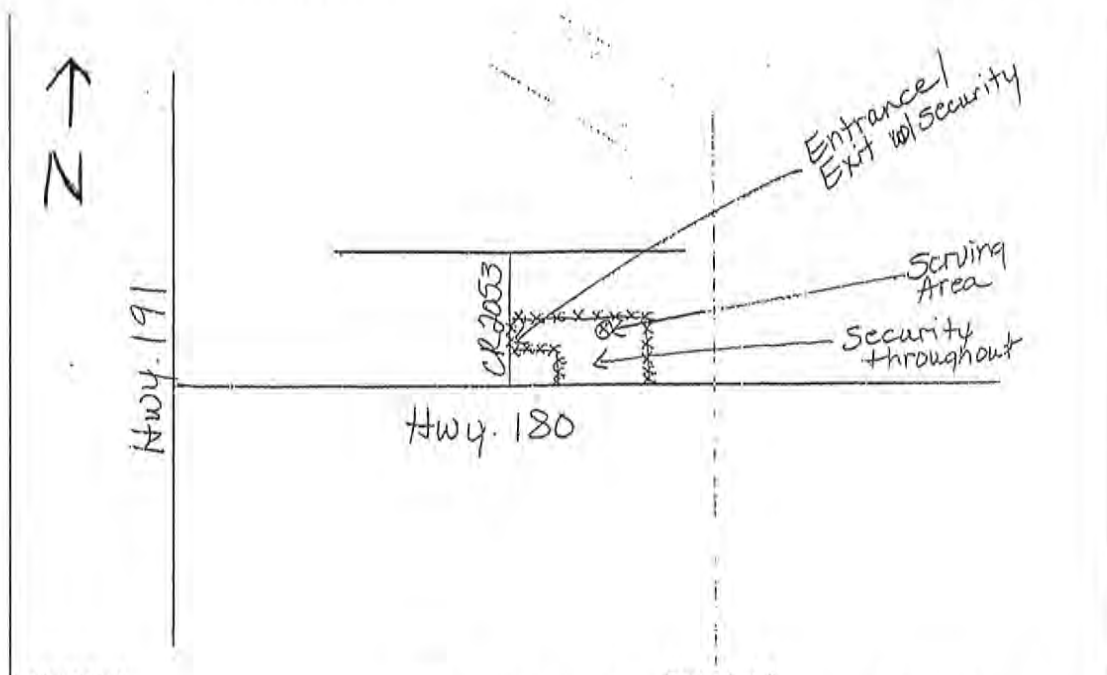
ALL ID'S WILL BE CHECKED AT THE ENTRANCE AND WRISTBANDS WILL BE ISSUED.

SECTION 10 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	06/15/2018	FRIDAY	5:00PM	9:00PM
DAY 2:	06/16/2018	SATURDAY	10:00AM	9:00PM
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

SECTION 12 Local Governing Body Approval Section.

Date Received: _____			
I, _____ (Government Official)	_____ (Title)	recommend	☐ APPROVAL ☐ DISAPPROVAL
On behalf of _____ (City, Town, County)	_____ Signature	_____ Date	_____ Phone

SECTION 13 For Department of Liquor Licenses and Control use only.

☐ APPROVAL ☐ DISAPPROVAL	BY: _____	DATE: ____/____/____
--	-----------	----------------------

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

DONATION AGREEMENT

This Agreement is entered into this 5th day of March, 2018, by and between:

BRIAN ALLAN SCHEER/ALPINE GRILL

And

ALPINE BUSINESS ASSOCIATION

WHEREAS, Brian Allan Scheer is the holder of a valid Arizona Liquor License and seeks to promote economic development in the area of Alpine, Arizona;

WHEREAS, the Alpine Business Association seeks to promote economic development in the area of Alpine, Arizona through its non-profit efforts;

NOW THEREFORE, the parties agree as follows:

1. The Alpine Business Association shall sponsor the Alpine Country Blues Music Festival on June 15 and 16, 2018 in its efforts to promote economic development in the area;
2. Brian Allan Scheer shall sell alcohol at said Festival and shall donate Twenty-Five Percent (25%) of the proceeds therefrom to the Alpine Business Association.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

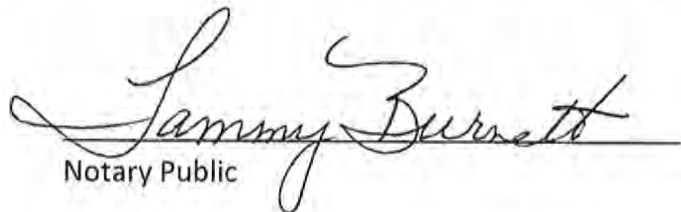
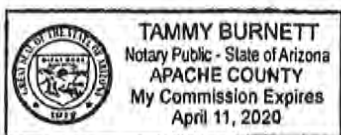


Brian Allan Scheer
Alpine Grill



Terry L. Fillipi
Alpine Business Association

SUBSCRIBED AND SWORN before me this 5 day of March, 2018, by Brian Allan Scheer and Terry L. Fillipi.



Notary Public

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

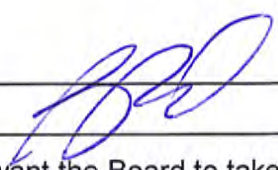
date/time stamp

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

County Manager

Date/Signature:

3/26/18



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

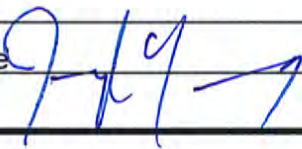
Request approval of a Special Event Liquor License application for Wes Myers, American Legion Post 130, for a Memorial Day event on May 28, 2018 at the Concho Valley Lions Club Park, Commercial Drive, Concho, Arizona.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

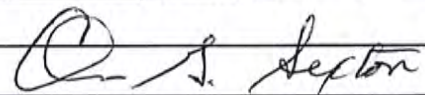
Human Resources Review:

Signature

Other Review: Community Development

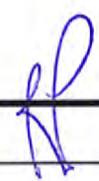
Health Department

Signature



Reviews completed, item approved for Agenda.

Board Clerk's Initials





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

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 12).

American Legion Post 130

SECTION 1 Name of Organization: _____

Name of Licensed Contractor **only** (if any): _____
27-3501740

SECTION 2 Non-Profit/IRS Tax Exempt Number: _____

SECTION 3 Event Location: Concho Valley Lions Club Park (Memorial Day)

Event Address: Commercial Drive Concho (Apache County) AZ 85924

SECTION 4 Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Myers Wes 11/06/1942
Last First Middle Date of Birth
2. Applicant's mailing address: PO Box 536 Concho AZ 85924
Street City State Zip
3. Applicant's home/cell phone: (928) 551-2786 Applicant's business phone: (____) _____
4. Applicant's email address: wesmyers42@gmail.com

I, (Print Full Name) Wes Myers declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X Wes Myers Adjutant 03/26/2018 (928) 551-2786
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 26 March 2018
Day Month Year
State Arizona County of Apache

My Commission Expires on: 12/13/2018
Date

 BETH BOND
Notary Public - Arizona
Apache County
My Comm. Expires Dec 13, 2018

[Signature]
Signature of Notary Public

(1) ☐ The Organization is a political party or a campaign committee supporting a candidate for public office. Please indicate the name of the candidate that the Organization supports, the office that the candidate seeks, and the month and year that the candidate would first fill the office if successful.

(2) ☒ The Organization is a non-profit entity organized in Arizona, or pursuant to the laws of another state that is eligible for designation under Section 501 (C) of the internal revenue code of the United States. If the Organization is applying under option (2) as a nonprofit entity, please also **INITIAL** in the spaces provided next to **all** following statements to indicate that, to the best of the Organization's knowledge, the following statements are correct.

wm

wm

wm

Individuals requiring ADA accommodations call (602)542-2999

SECTION 7 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 8

What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

SECTION 9

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? one
(The number cannot exceed 10 days per year.)

3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?

☐ Yes ☒ No (If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name American Legion Post 130 Percentage: 100%
Address PO Box 526 Concho AZ 85924
Name _____ Percentage: _____
Address _____
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police (x) 2 Number of Security Personnel ☒ Fencing ☒ Barriers
American Legion Personnel
Explanation: Beer Garden (Dispensing & Serving Area) will be enclosed by snow fencing (approx 200 lineal ft.
& approx 10 temporary fence posts)

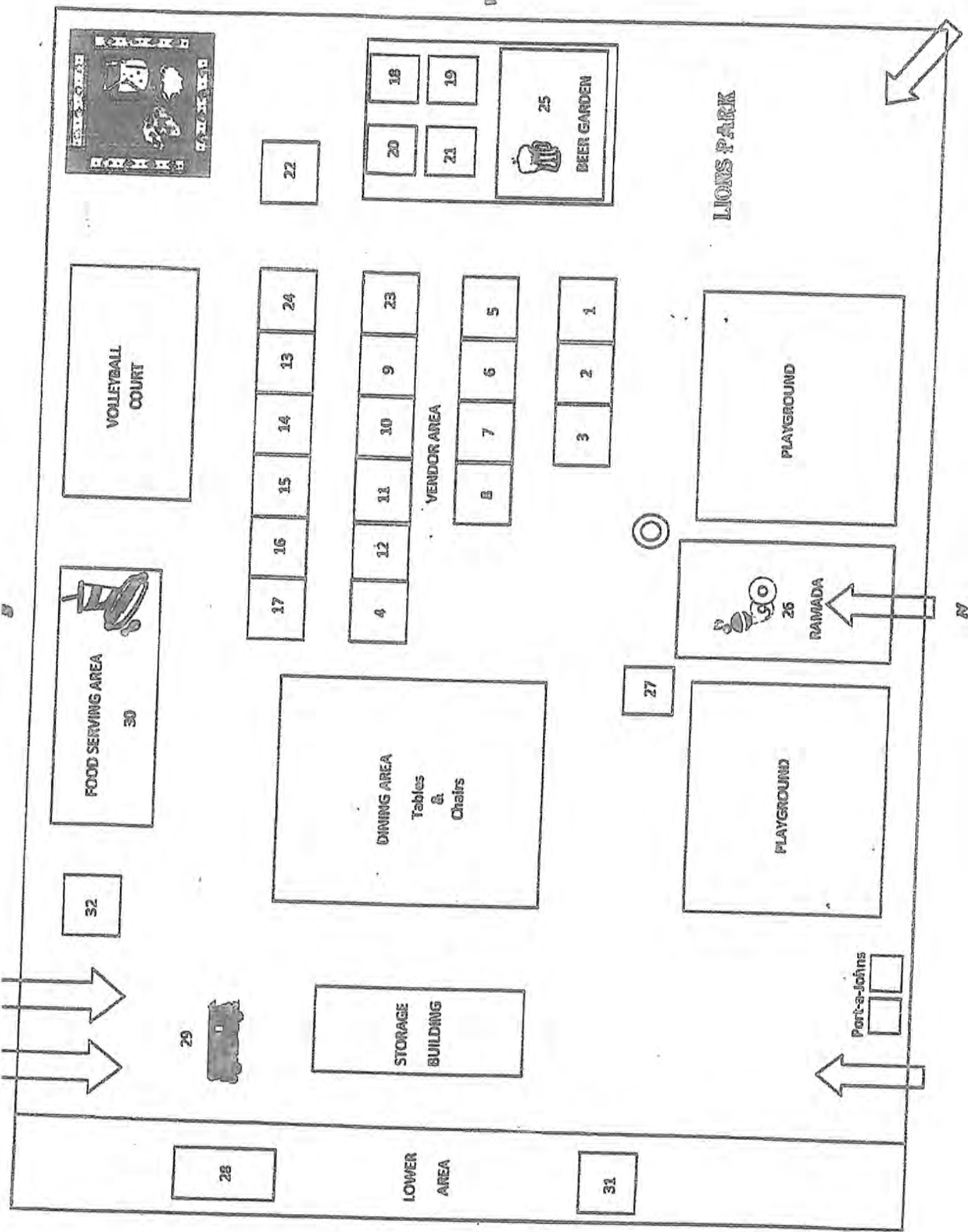
SECTION 10 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	05/28/2018	Monday	9:00 AM	5:00 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM



W

LIONS PARK

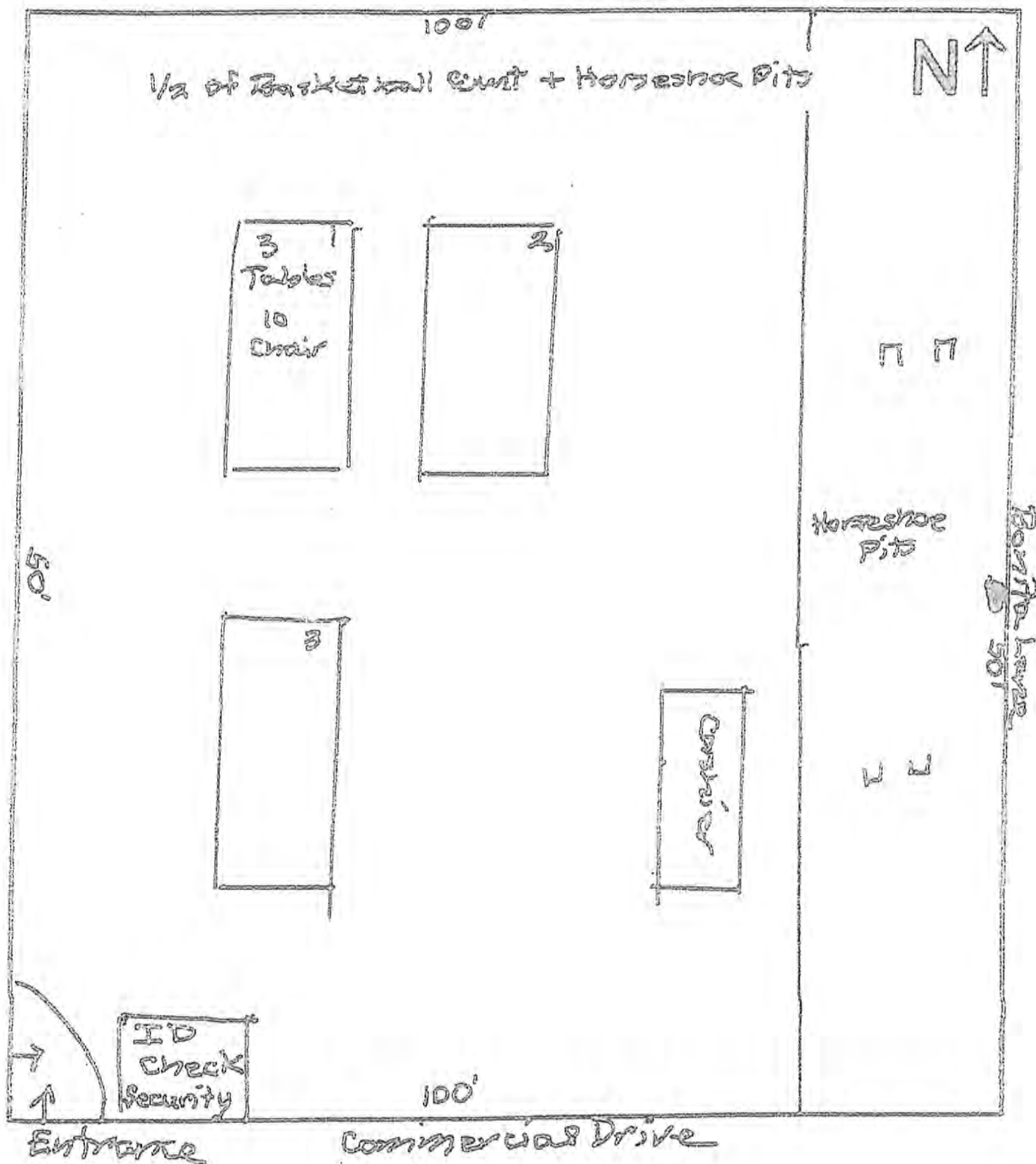
N

E

Special Event Diagram: (Show dimensions, carving areas, and label type of enclosure and security positions)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

Cooking with 200' x 100' with 2 fortifications
Commercial Drive, Concord, Apache County 85924



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

SECTION 12 Local Governing Body Approval Section.

Date Received: _____			
I, _____ (Government Official)	_____ (Title)	recommend	☐ APPROVAL ☐ DISAPPROVAL
On behalf of _____ (City, Town, County)	_____ Signature	_____ Date	_____ Phone

SECTION 13 For Department of Liquor Licenses and Control use only.

☐ APPROVAL ☐ DISAPPROVAL	BY: _____	DATE: ____/____/____
--	-----------	----------------------

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

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F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name:

DISTRICT II

Alton Joe Shepherd

Date:

Signature:

Supervisor

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

CONSENT ITEM - District 2: Intergovernmental Agreement (IGA) between the Navajo Nation & Apache County N-9056 Jeddito (Besh bi'to') road project a partnership between the Navajo Division of Transportation (NDOT) and Apache County District 2 for improvement. *Amendment No. 2*

Date & Time Needed: Tuesday, April 3, 2018

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

**AMENDMENT 2
(N-9056 – JEDDITO: BESH BI' TO')**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY").

WHEREAS, by the adoption of Resources and Development Committee Resolutions the NATION has previously approved road maintenance projects for certain public roads within Apache County and the Navajo Nation and may from time to time approve additional such projects (all such projects to be collectively referred to herein as the "PROJECTS"); and

WHEREAS, the NATION is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads and pipelines; and

WHEREAS, the COUNTY is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the NATION and the COUNTY have previously entered into a Memorandum of Understanding dated December 16, 2014 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

WHEREAS, consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete the PROJECTS, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in road repair activity for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions,

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Purpose.** The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the PROJECTS; providing project planning assistance to the Nation and the Chapters in connection with the PROJECTS; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for PROJECTS which are eligible for such activities by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION. The Statement of Work (SOW) is described in Attachment A for additional information; all other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION.

Unless otherwise agreed to in writing, the COUNTY shall have no responsibility for the maintenance or repair of any work done pursuant to this Agreement after the completion of a PROJECT.

- 1.1 CURRENT PROJECT.** The CURRENT PROJECT is described in Attachment A hereto. From time to time, the parties may agree to additional PROJECTS, each such additional PROJECTS to be governed by its own IGA in substantially the same form as this Agreement.

2. **Funding.** For the PROJECT as described in Attachment B, the NATION has set aside up to Six Hundred, Fifty Thousand dollars and zero cents dollars (\$650,000.00) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

2.1 Funding for Additional PROJECTS. For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the IGA for that PROJECT.

3. **Appropriations.** The NATION warrants that the sum referenced in Section 2 above has been set aside in the Navajo Nation Road Fund and/or General Fund allocations for the purposes set forth in Section 2 and Attachment B.

4. **Key Officials.** The key officials for each party are as follows:

Apache County
Mr. Ferrin Crosby
Engineering Department
P.O. Box 238
St. Johns, Arizona 85936
Office: (928) 337-7528
Fax: (928) 337-2062

Navajo Nation
Mr. Garret Silversmith
Navajo Division of Transportation
P.O. Box 4620
Window Rock, Arizona 86515
Office: (505) 371-8301
Fax: (505) 371-8399

5. **Need for Materials, Supplies, Road Repair Activity and Project Planning Support.** The parties shall jointly agree on the materials and supplies required for the PROJECTS before each procurement is made. The COUNTY shall agree to the level and type of support it will provide to assist the NATION on the road repair activity. The COUNTY will provide project planning assistance and guidance in determining what materials and supplies are required. Additional project planning support may be provided by the COUNTY as requested by the NATION, but it is understood that the completion of the PROJECTS is the responsibility of the NATION and/or the Chapters which will benefit from the PROJECTS. If the COUNTY will be acting in any capacity other than that of a procurement agent in connection with a PROJECT, the NATION and/or Chapters shall provide such documentation as the COUNTY may reasonably require that the PROJECT roads are eligible for expenditures of COUNTY resources under the applicable Arizona statutes and constitutional provisions.
6. **Procurement Procedures.** Unless otherwise agreed in writing by the parties, all materials and supplies procured by the COUNTY pursuant to this IGA shall be procured in accordance with the Arizona Procurement Code and the Apache County Procurement Policy. Procurement shall include the delivery of the materials and supplies by the vendor to the site(s) where they are required.
7. **Payment to the COUNTY.**
 - A. The NATION shall advance funding for each PROJECT prior to any material being ordered. For materials, supplies, equipment and labor, the NATION shall pay the COUNTY for the actual cost and any directly related procurement expenses (newspaper ads, etc.). The COUNTY shall not charge the NATION any overhead or administrative expenses for procurement and project planning services under this IGA. If the advanced funds are not adequate to complete the PROJECT the NATION shall advance additional funds within 30 days after receipt of a written request by the COUNTY; the COUNTY shall have no obligation to continue with any PROJECT for which adequate funding has not been received.
 - B. Costs incurred before the finalization of this Agreement which are deemed reasonable, allowable, and allocable to performance of the Agreement as agreed to by the parties may be paid.
 - C. The COUNTY will provide a quarterly report showing expenditures against the advance.

- D. Each quarterly report shall reference this IGA and the appropriate Attachment.
- E. The COUNTY shall provide for strict accountability of all cost of materials, supplies, equipment and labor applied against the advance, shall maintain an accurate accounting of all PROJECT-related expenditures, and shall preserve such records for at least three (3) years following the final payment under this IGA. Copies of all correspondences, reports and invoices associated with this IGA shall be furnished to the NATION.
8. **No Surplus Funds.** Upon completion of each PROJECT and at the termination of this IGA, there shall be no surplus money on hand because all funds advanced will have been disbursed on PROJECT expenditures or returned to the NATION. The COUNTY shall refund surplus funds to the NATION 30 days after parties mutually agree a PROJECT is complete.
9. **Assignment.** The COUNTY shall not assign or transfer any interest in this IGA or assign any claims for reimbursement under this IGA without the prior written approval of the NATION. The COUNTY shall not assign any of its responsibilities under this IGA without the prior written approval of the NATION.
10. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the Apache County Board of Supervisors. This IGA shall terminate five (5) years after the date of the last signature.
11. **Amendment/Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of both parties.
12. **Termination.** Either party may terminate this IGA, or its participation in any PROJECT, upon written notice thirty (30) prior to the effective date of termination. Upon such termination, reimbursement, not covered by the advance, shall be made for materials and supplies procured and project planning support provided prior to the date of termination. Money advanced to the COUNTY but not spent or committed shall be refunded to the NATION prior to the date of termination.
13. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.
14. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.
15. **Other Terms and Conditions.**
- A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the NATION's public roads. The COUNTY's participation in this IGA is in the spirit of cooperation, and except as expressly set forth herein, the COUNTY shall have no authority, responsibility or liability in connection with the PROJECTS or the roads that are the subject of the PROJECTS, including road deterioration as a result of road use.
- B. Neither the NATION nor the COUNTY waives any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the NATION, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the NATION's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or

shall be construed to create any right of action in any third party.

- C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.
- D. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.

16. **Dispute Resolution Procedures.** Any dispute arising out of or relating to this IGA shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 554(J) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration.

Notice of intent to invoke arbitration against the NATION shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 555.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION

Russell Begaye, President

Date

APACHE COUNTY

Alton Joe Shepherd, Chairman
Board of Supervisors

Date

ATTEST:

Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.

County Attorney

Date

ATTACHMENT A

Insert Statement of Work (SOW)

ATTACHMENT B

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N-9056 Jeddito (Besh bi'to')	2017 - 2018	_____	C01516	\$ 650,000.00
Total				\$ 650,000.00

- Estimate is subject to changes with unforeseen changes and unforeseen conditions of Scope of Work with approval of the Project Manager and Construction Manager

PROJECT DESCRIPTION:

RDCS-61-14 resolution requires the equal distribution of \$13 million Road Fund, \$2.6 million per agency, and \$650,000 for N9056. In preliminary discussions, the Jeddito Chapter, Navajo DOT and Apache County have been coordinating their effort to comply with RDCS-61-14 for the subgrade preparation, gravel, soil stabilizer and culvert installation. N-9056 comes off SR 264 and compasses a 4 miles stretch of road. The funding for road maintenance and road improvements will be handled by Navajo DOT with Apache County District 2 coordinating road improvements. Navajo DOT will fund the project through Apache County and Apache County will administer the funds to acquire all necessary material, equipment and man power for completion of road improvement.

**JEDDITO – BESH BI' TO' ROAD
IMPROVEMENT PROJECT
(N-9056)**

JOINT PARTNERSHIP PROJECT

**NAVAJO DIVISION OF TRANSPORTATION
&
APACHE COUNTY DISTRICT 2**

STATEMENT OF WORK (SOW)

**APACHE COUNTY DISTRICT 2
P.O. BOX 994
GANADO, ARIZONA 86505**

APRIL 21, 2018

Authority:

This Amendment 2 to the underlying "Master IGA Agreement"; Apache County & Navajo Nation IGA, made and entered into on March 2, 2018) is added to this Master Agreement as contemplated in paragraphs 1.1 of the Master Agreement.

Project Description

RDCS-61-14 resolution requires the equal distribution of \$13 million Road Fund, \$2.6 million per agency, and \$650,000 for N9056. In preliminary discussions, the Jeddito Chapter, Navajo DOT and Apache County have been coordinating their effort to comply with RDCS-61-14 for the subgrade preparation, gravel, soil stabilizer and culvert installation. N-9056 comes off SR 264 and compasses a 4 miles stretch of road. The funding for road maintenance and road improvements will be handled by Navajo DOT with Apache County District 2 coordinating road improvements. Navajo DOT will fund the project through Apache County and Apache County will administer the funds to acquire all necessary material, equipment and man power for completion of road improvement.

Scope of Work:

The Scope of Work for the N-9056 Jeddito (Besh bi'to') route is to upgrade, replace and install new culverts, select borrow placement, subgrade preparation, limestone, rip rap placement, and soil stabilization for 3 miles. The necessary precautions will be taken to prevent damage to any subsurface, surface, and overhead utility lines.

All work shall be completed in accordance with the project plans and "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-14" as modified herein. Perform all work in accordance with the plans and Special Contract Requirements. Additional information for bidders is provided below:

Timeline: The start to finish of the project should be no more than six months. Apache County and Navajo DOT must adhere to the requirements of the Navajo Nation's Fish and Wildlife, Environmental Protection Agency from May through October.

All Daily Safety Documentation will be conducted in accordance to the HASP issued and all turns will be reported to the Navajo DOT Safety Officer.

Recitals:

This project includes the improvement as described in the Scope of Work above. Navajo Nation and Navajo DOT will be utilizing the Navajo Nation Road Funds, a.k.a., Fuel Excise Tax (FET), Business Unit # C01516-9024 to carry out this project.

Navajo DOT will complete the following:

- Archeological and Biological Assessments (Navajo DOT Project Management)
- Navajo DOT Project Management will mark archaeological zones and monitor the site during the active construction.
- Storm Water Pollution Prevention Plan & BMP.
- Storm Water Management Plan.
- 401/404 Permitting
- Water Permit for 1,500,000 gallons from the Ganado Lake.
- Host the Pre-Construction Meeting upon approval of Intergovernmental Agreement.
- NDOT to conduct staking of culvert locations.
- QA/QC

Navajo DOT will provide the following In-Kind Services:

Equipment

- Scraper
- 4,000 gallon water truck
- Kline Tank
- Trackhoe
- Sheepfoot (Compactor)
- Dozer

Apache County will complete the following:

- Culvert Installation, soil material placement, subgrade preparation, limestone placement, rip rap placement, and soil stabilization,
- Stock Pile in Chambers and then deliver limestone material to Jeddito.
- Utility Locations: Responsible to contact the individual utilities and request that they locate and mark all utilities. This should include private companies that may have underground infrastructure as well as utilities; blue stake process.
- Coordinate the Staging Area; and identify Turn-Around Locations.
- Site cleanup with the project area including staging area, ditch line blocks, back slope, and fore slope.
- Removed culverts shall be crushed and properly disposed of.
- Bid out for trucking services. Apache County will bid for 11 hauling trucks to deliver # tons of limestone from St. Johns, AZ to Jeddito, AZ.
- Traffic Plan
- Safety Plan
- Track Mat (Construction Entrance)
- All field adjustments will be agreed to by both entities prior to work and during construction.

Apache County will provide the following In-Kind Services

Equipment

- Backhoe
- Two Graders
- Two Water Trucks (2,000 gallons and 4,000 gallons)
- Two Tankers (8,000 gallons)
- Two Loaders
- Vehicles

Manpower

- Eight (8) Heavy Equipment Operator
- Four (4) Truck Drivers (On Site)
- Six (6) Laborers

Both Entities will be responsible for:

- Provide all equipment in good repair capable to complete the project; and provide equipment per project scope of work.

Budget Detail Summary

Navajo DOT

Manpower	\$0
Fuel	\$0
Equipment	\$30,000.00
TOTAL	\$30,000.00

Apache County District 2

Trucking Service	\$143,801.00
Equipment & Fuel	\$ 40,524.27
Culvert and End Section	\$227,350.00
Limestone	\$108,000.00
Durablend Soil Stabilization	\$ 43,880.00
Labor	\$ 75,944.73
Water	\$ 10,500.00
TOTAL	\$650,000.00

Budget:

Apache County prepared a cost estimate for the Scope of Work listed above consisting of improvement of the N9056 Jeddito road. The estimated cost is \$650,000 and the Scope of Work as listed herein shall not exceed \$650,000.00. The estimated for the Scope of Work as stated herein, is attached hereto as **Attachment b**.

Route	Funding Source	Account Number	Amount
N9056 Jeddito Besh'bi'to' Road	Fuel Excise Tax	C01516	\$650,000
		Navajo Nation Tax 5%	\$0
		Total Amount Not To Exceed	\$650,000

Estimate is subject to change with unforeseen changes and unforeseen conditions of Scope of Work with approval of Navajo DOT Project Manager and Construction Manager.

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

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

Apache County Schools Business Consortium (R. Barry Williams)

Date/Signature: 3-22-18

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

Please add the Consortium's Annual Report to the Consent Agenda.

Notification of the Consortium's Annual Report. w/attached

BOS Meeting Date Requested April 3, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: N/A

Signature

Finance Review: N/A

Signature

Human Resources Review: N/A

Signature

Other Review: County Manager

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials RP

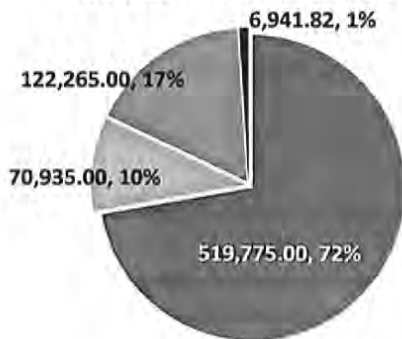
APACHE COUNTY SCHOOLS BUSINESS CONSORTIUM

Annual Report of Revenues and Expenditures FY17/18

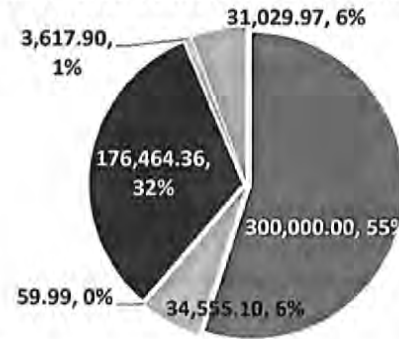
REVENUES

	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18 (Through 3rd Quarter)
Member Schools & Libraries	486,581.16	493,006.50	519,775.00
I.G.A. (Entities)	65,924.14	95,535.00	70,935.00
USAC (Universal Service Admin Company) (E-RATE)	148,596.78	315,520.01	122,265.00
Interest	5,268.15	7,786.01	6,941.82
Total Revenues	706,370.23	911,847.52	719,916.82

REVENUES FY 17-18



EXPENDITURES FY 17-18



EXPENDITURES

	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18 (Through 3rd Quarter)
6100, 6200 Salaries and Benefits	307,901.13	318,914.25	300,000.00
6300 Purchased Services	29,686.85	36,916.18	34,555.10
6400 Purchased Property Services (Repair & Maintenance)	2,595.91	4,041.73	59.99
6500 Other Purchased Services (Communications)	190,863.31	232,873.81	176,464.36
6600 Supplies	18,932.23	10,124.01	3,617.90
6700 Property (Equipment)(Technology Related Hardware & Software)	123,785.66	165,892.22	31,029.97
6800 Dues and Fees	140.00	0.00	0.00
Total Expenditures	673,905.09	768,762.20	545,727.32

Member Schools & Libraries

Alpine	Concho
Ganado	McNary
Red Mesa	Round Valley
Round Valley	Snowflake
Sanders	St. Johns
Vernon	NATIVE
NAVIT	
Apache County Library District	

I.G.A. (Entities)

Arizona Office of the Courts
 City of St. Johns
 University of Arizona Cooperative Extension
 Apache County
 Apache County Attorney's Office

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:
County Manager: Notification of a proclamation by Arizona Governor Douglas Ducey, proclaiming April as
County Government Month.

Next Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review: MA

Signature

Human Resources Review: MA

Signature

Other Review: MA

Signature

Board Clerk's Initials RL

Reviews completed, item approved for Agenda.

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA

PROCLAMATION

WHEREAS, counties play an essential role in keeping Arizona's communities safe and secure by preserving public health and well-being, ensuring public safety, and promoting local economies and resiliency; and

WHEREAS, counties take seriously their leadership role in protecting and enhancing the health, welfare, and safety of citizens in its community and provide the tools to deliver more effective and higher quality services while containing costs with the efficient use of local tax dollars, with the goal to strengthen Arizona's economies; and

WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, counties provide public health, justice, safety, infrastructure, transportation, technology, emergency management, and economic services that play a key role in every aspect from residents' daily health to disaster response; and

WHEREAS, there are 15 counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and

WHEREAS, Arizona counties reflect the wide diversity of people, culture, and landscape in our State; and

WHEREAS, in recognition of the leadership, innovation, and valuable service provided by all Arizona counties.

NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim
April 2018 as

COUNTY GOVERNMENT MONTH



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

Douglas A. Ducey
GOVERNOR

DONE at the Capitol in Phoenix on this twenty-seventh day of February in the year Two Thousand and Eighteen and of the Independence of the United States of America the Two Hundred and Forty-Second.

ATTEST:

Michelle Reagan

SECRETARY OF STATE

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Recorder's office

Date/Signature: [Signature]

3/26/2017

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

Recorder's office would like to extend full time temporary Dannee Roan for an additional 180 days.

BOS Meeting Date Requested 4/3/2017

Legal Review: N/A

PRE-AGENDA ITEM REVIEW

Signature _____

Finance Review: See Attached

Signature _____

Human Resources Review: See attached

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials [Signature]

Bowen Udall

From: Stephanie McCarthy
Sent: Monday, March 26, 2018 8:48 AM
To: Bowen Udall; Ryan Patterson
Cc: Beth Bond
Subject: RE: Need approvals

Please accept this email as approval from the Human Resources Department for the requested agenda item.

Stephanie McCarthy
Human Resources Director

From: Bowen Udall
Sent: Monday, March 26, 2018 8:02 AM
To: Ryan Patterson <rpatterson@co.apache.az.us>; Stephanie McCarthy <smccarthy@co.apache.az.us>
Subject: Need approvals

I have an agenda item that needs Finance and HR approval. Beth told me to send this to you for your approval.

Bowen Udall

From: Ryan Patterson
Sent: Monday, March 26, 2018 12:35 PM
To: Bowen Udall
Subject: RE: Need approvals

Please accept this email as signature.

From: Bowen Udall
Sent: Monday, March 26, 2018 8:02 AM
To: Ryan Patterson <rpatterson@co.apache.az.us>; Stephanie McCarthy <smccarthy@co.apache.az.us>
Subject: Need approvals

I have an agenda item that needs Finance and HR approval. Beth told me to send this to you for your approval.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: 3/21/18 [Signature]

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

CONSENT AGENDA – Consideration and possible approval to waive the \$300 fee for a Temporary Use Permit for Greer Civic Association, a non-profit organization, to hold Greer Days, an annual community event in Greer on June 8 - 9, 2018.

BOS Meeting Date Requested April 3, 2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: [Signature]

Finance Review: mlr

Signature: _____

Human Resources Review: mlr

Signature: _____

Other Review: _____

Signature: _____

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

PROS and CONS

Re: Waiving permit fee for Greer Days Celebration

Supervisors,

Each year the Greer Civic Association holds the Greer Days Celebration. This event is a free public event that celebrates the history and atmosphere of Greer. To hold such an event, our zoning rules require a Temporary Use Permit to ensure the event is safe and compatible with neighbors. The permit fee is \$300 and the Board traditionally waives the fee for community events like this.

As a general practice, waiving fees is common for events that are free, open to the general public, and benefit the community at large. Granting these fee waivers encourages these community-building events to continue each year. One downside could be the uncompensated money the county spends to handle the permit, but this concern is outweighed by the number of people that visit and spend money in our county during Greer Days.

Because of the of positive aspects mentioned above, our department recommends approval of this fee waiver request.

Devin Brown
Community Development Director



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

TEMPORARY USE PERMIT APPLICATION

APPLICANT

Name Greer Civic Association
Mailing Address Greer Civic Association
P.O. Box 41
Greer, AZ 85927
Contact Person Charles Gwinn
Phone 928-735-7657 ~~cell~~ 602-410-4252
Email mcgwinna@cox.net

PROPERTY INFORMATION

Assessor's Parcel # 102-11-001J
Township _____ Range _____ Section _____
Subdivision _____
Unit # _____ Lot # _____
Address/Location _____

Existing Zoning _____
Existing Land Use _____
Lot Size _____

TEMPORARY USE PERMIT REQUEST

Please provide a brief description of the request.

Greer Days
June 8-9
Community Event, Parade, games
vendors

Temporary Use: ☒ Yes ☐ No

OFFICE USE ONLY

Received By Spencer Date _____
Receipt # _____ Fee _____
Permit # _____
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

SUBMITTAL CHECKLIST

Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)

A list of names and addresses of all the property owners within 300 feet of subject property.

Map to property.

A non-refundable filing fee of \$300.00.

Request Fee Be Waived

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

Charles Gwinn Date 3-18-18

Signature of Property Owner (if not the applicant)

_____ Date _____

DIRECTOR'S ACTION

Approved with Conditions (see attachments) Denied

Resolution # _____ Date _____

COMMISSIONERS' ACTION

Approved with Conditions (see attachments) Denied

Ordinance # _____ Date _____

07/01/2005

Greer is a "Little Slice of Heaven"



You Can Get There.

March 18, 2018

Apache County

The Greer Civic Association will be holding its annual Greer Days Celebration June 8-9, 2018. The central location, for the event, is the Greer Community Center in the heart of Greer. I am submitting a Temporary Use Permit Application, at this time, as required, with the Community Center listed as the property information. In the past, the Association has not had to pay the filing fee of \$300.00, and we would hope that would be the case again this year.

I can be contacted by phone 602-870-4252, cell 602-410-4252, or after May 20th at 928-735-7657. E-Mail contact at mcgwinnc@cox.net.

Thank You,

A handwritten signature in cursive script, appearing to read "Charley Gwinn".

Charley Gwinn

President, Greer Civic Association

P.O. Box 41 Greer, Arizona 85927

Properties in close proximity to the Community Center.

Contact for permission prior to event:

Assessor Parcel 102-11-001C

Owner: Sargent, Jay J and Vanessa
4850 N Ambermatt Pl
Tucson, AZ 85749-2901
Phone: H 520-749-3637 C 520-907-5969

Assessor Parcel 101-11-001D

Owner: Charles & Martha Graham
4116 Randolph St
San Diego, CA 92103

Assessor Parcel 102-11-001E

Owner: Don & Margaret Barlow
8043 N 9th Ave
Phoenix, AZ 85021
Phone: 602-516-6597, 602-938-7228

Assessor Parcel 102-11-108

Owner: Kelly Walker
10424 N 82nd St
Scottsdale, AZ 85258-1322
Phone: 480-710-2815

Assessor Parcel 102-11-001F

Owner: Denise I Tilford
PO Box 293
Greer, AZ 85927
Phone 928-735-7939

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 3/26/18 [Signature]

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

CONSENT AGENDA: Consideration and possible approval of a Conditional Use Permit to allow Concho CAN!, a non-profit organization, to construct a 3,200 square foot Community Center to hold various community events. Property is located on the frontage road just north of the Sugar Shack in Concho, AZ 85924. A.P.N. 201-30-003D. Planning & Zoning unanimously recommended approval on March 1, 2018 with conditions: 1. Hours of operation for all outdoor events conclude at 10 p.m. and all indoor events conclude at 11 p.m. 2. Complete Engineering and Health Department compliance for retention & septic systems. 3. Complete all planned services listed by Painted Sky Engineering & Survey. 4. Ensure ADA compliance for parking, such as concrete pad for handicap parking. 5. Work with County Engineering to develop a parking plan along frontage road. No appeals have been received.

Per Co Attorney not needed on agenda. BB

BOS Meeting Date Requested April 3, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Signature]

Finance Review: N/A

Signature _____

Human Resources Review: N/A

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
CONCHO CAN! COMMUNITY CENTERAPPLICANT/PROPERTY OWNER
Concho CAN!, non-profit organizationPUBLIC HEARING DATE
March 1, 2018PROPERTY ADDRESS/LOCATION
Concho, AZ**BRIEF SUMMARY OF REQUEST**

The community group Concho CAN! wants to build a community center to host all varieties of events, meetings, activities, etc. The proposed building is 3,200 square feet, includes a kitchen, bathrooms, large meeting room, large covered deck, a gravel driveway and parking spaces, and a large sign out front. It is in a mostly residential neighborhood on the frontage road paralleling highway 61. Two other businesses exist on that frontage road, Sugar Shack restaurant and Jiffy Store gas station. The plan also includes a 6-foot fence on the rear and sides to create screening for residential neighbors.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General Zone	Vacant Land	Ag General; residential, vacant land, business.	No residential improvements	Approx. 1.02 acres

COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN

The Concho Community Plan has a goal of creating a community center. So this application falls right in line with this plan.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

Community centers need a Conditional Use Permit to be built in the Ag General Zone. But this use is very similar to the public permitted uses already allowed under the Ag General Zone—public schools, public recreational uses, and churches.

PROPERTY INFORMATION**Staff Recommendation - Approve with Conditions**

The P&Z Commission unanimously recommended approval of this project with the stipulation that the applicant meet these conditions:

1. Hours of operation for all outdoor events conclude at 10 p.m. and all indoor events conclude at 11 p.m.
2. Complete Engineering and Health Department compliance for retention & septic systems.
3. Complete all planned services listed by Painted Sky Engineering & Survey.
4. Ensure ADA compliance for parking, such as a concrete pad for handicap parking.
5. Work with County Engineering and Roads Department to develop a safe parking plan along the frontage road.

To ensure compliance with these conditions, the Community Development, Health, and Engineering Departments will require Concho CAN! to implement the drainage plan as well as the other conditions above as part of the zoning, building, and septic permits.



PROS and CONS

Re: Zoning application for Concho CAN! Community Center

The Concho area wants and needs a community center. This topic has come up repeatedly in community meetings, and this non-profit organization Concho CAN! is hoping to fill that community need. The Concho Area Plan adopted in 2001 has a specific goal of building a community center, so this project helps accomplish that goal.

The proposed location is in a decent central location within Concho, and will be easily located as it is next to the highway. Even though it is in a residential area, there are two other businesses along the same frontage road. So it has become a mixed use area over time. But because of the close proximity of some residential houses, the applicant sent letters to all surrounding parcels, spoke to several owners in person, and held a neighborhood meeting to discuss the project. Throughout the outreach process there were no objections to the proposal. There were also no objections at the public hearing held at the P&Z Commission. Concho CAN! has agreed to several things to help protect the neighbors such as building a 6 foot perimeter fence, putting gravel in the parking areas to reduce dust, limiting the lights on the sign out front, and restricting the hours of operation.

The P&Z Commission required some of the conditions above to ensure this project fit in with the area and will provide a safe environment for pedestrians, vehicles, and neighbors. Those conditions are listed in the accompanying packet. As long as those conditions are complied with, the P&Z Commission unanimously recommended approval of this community center.

Devin Brown
Community Development Director



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 Concho Can
Mailing Address PO BOX 762
Concho AZ 85924
Contact Person Dan Thompson
Phone 928 245 0096 Fax _____
Email dan.crosbycontracting@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 201-30-003 D (Formerly A,B,C)
Township 12N Range 26E Section 18+19
Subdivision Concho Valley Unit 4
Unit # Unit 4 Lot # Lot 1
Address/Location Block 3 - Lot 1-3

Existing Zoning Residential
Existing Land Use Vacant
Lot Size 1 acre +/-

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

For the purpose of
building a Community
Center

Temporary Use: ___ Yes X No

SUBMITTAL CHECKLIST

- ☒ Pre-application meeting with a staff planner in the Planning and Zoning Division.
- ☒ Proof of Ownership.
- ☒ Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- ☒ Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.

- ☐ Seventeen copies of all plans and drawings.
- ☐ Map to property.
- ☐ A non-refundable filing fee.
- ☐ All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant [Signature] for Concho Can Date 12/19/2017

Signature of Property Owner (if not the applicant) _____ Date _____

OFFICE USE ONLY

Received By Spencer Date 1/16/18
Receipt # 154543 Fee 500.00
Permit # 2018-3
Related Cases 2018-2 Minor Plat
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

COMMISSION ACTION

☒ Approved with Conditions (see attachments) ☐ Denied
Resolution # _____ Date _____
Chairman [Signature] Date 3-1-2018

BOARD ACTION

☐ Approved with Conditions (see attachments) ☐ Denied
Ordinance # _____ Date _____
Supervisor _____ Date _____

Apache County Community Development

Conditions required by the Planning and Zoning Commission for approval of the Concho CAN! Community Center

Permit #2018-3

1. Hours of operation for all outdoor events conclude at 10 p.m. and all indoor events conclude at 11 p.m.
2. Complete Engineering and Health Department compliance for retention & septic systems.
3. Complete all planned services listed by Painted Sky Engineering & Survey.
4. Ensure ADA compliance for parking, such as a concrete pad for handicap parking.
5. Work with County Engineering and Roads to develop a safe parking plan along the frontage road.

DRAINAGE ANALYSIS AND REPORT

for

CONCHO COMMUNITY CENTER
CONCHO C.A.N.

CONCHO, ARIZONA



180024-18001

March 2018



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APPENDIX

- Hydraflow Calculation Results
- Figures
 - Figure 1 – Overall Drainage Plan
 - Figure 2 – Site Drainage Plan
 - Figure 3 – FEMA FIRM Map



I. INTRODUCTION

The Concho Community Center project is located on approximately 1 acre in the Concho area of Apache County, Arizona. The project is in the Southwest Quarter of Section 18, Township 12 North, Range 26 East of the Gila & Salt River Meridian, Apache County, Arizona. The development is specifically located on the West side of Frontage Road (Apache County Road 5050) which is just west of Highway 61 in Concho. The site is located on parcels 201-30-003A, 003B and 003C.

The purpose of this report is to provide the results of the drainage analysis that was performed, estimating the produced flows for the 2-year, 10-year, 50-year and 100-year storm events for the pre-development and post-development conditions and provide calculations for handling these flows.



Figure 1. Vicinity Map

II. METHODOLOGY

The analysis methodology was based on the Rational Method. Times of concentration were determined using the US Federal Aviation Agency (FAA) method. The AutoCAD Civil 3D “Hydraflow Hydrographs Extension” was used to calculate the peak flows for the 2-year, 10-year, 50-year and 100-year events.

An IDF Table was prepared for the calculations using the NOAA Atlas 14 website. Precipitation intensities were input for the 5-minute, 15-minute, 30-minute and 60-minute durations.

III. EXISTING CONDITIONS

The existing site is currently in its natural condition with grasses covering the site, along with a few juniper trees. The site slopes from west to east with an existing natural channel on the south end. The channel flows to an existing culvert that conveys the storm water under Frontage Road on the east side of the site.

There is a relatively significant offsite drainage area (19.98 acres) that begins on the hills west approximately 2,000 feet west of the site and flows to the site to the east. Calculations were made to estimate the existing 2-year, 10-year, 50-year and 100-year flows to the outfall point (Outfall-A) which is indicated as Outfall-A on the Overall Drainage Plan, located in the Appendix. It appears the storm water flows across the streets between the hills and the site, until it reaches the Frontage Road, at which point there is a road side ditch and culvert.

A Runoff Coefficient C-value of 0.35 was used for the existing conditions.

Using the AutoCAD Civil 3D “Hydraflow Hydrographs Extension” computer modeling program, the existing flows were estimated as follows:

- 2-year = 8 cfs
- 10-year = 14 cfs
- 50-year = 19 cfs
- 100-year = 22 cfs

IV. PROPOSED CONDITIONS

The owners of the Community Center site plan to add a gravel driveway and parking, a new 3,200 ft² building with an attached deck. The construction will be located on the north side of the existing channel that runs through the site, allowing the drainage through the channel to continue. A Site Drainage Plan is in the Appendix of the report, indicating the proposed construction.

An analysis was completed, based on improvements made to the site. The proposed conditions will have the same overall drainage area that was used for the existing conditions. The only changes will be to the Roughness Coefficient, based on the improvements that will be constructed on the project site. A new detention basin will be constructed to mitigate the increased flows due to the addition of impervious areas as part of construction of the project. A roughness coefficient of 0.80 was used for the drainage area that will flow directly to the detention basin. A coefficient of 0.35 was continued to be used for the offsite drainage area. The drainage area to the proposed detention basin was estimated to be 0.76 acres, with the remaining 19.22 acres flowing directly to Outfall-A.

Using a hydrograph model for the proposed project, Table 1 indicates the results of the analysis.

Table 1. Proposed Flow Rates

Drainage ID	2-year	10-year	50-year	100-year
DA-1	2	2	4	4
DA-2	8	13	18	21
Outfall-A	8	13	18	21

When the existing flows at Outfall-A are compared to the proposed flows at Outfall-A in Table 1, it can be seen that all of the proposed flows are equal to or less than the existing flows.

The new detention basin will be located on the north side of the south exit to the Community Center. The basin will be two-feet deep with a footprint size 65' x 30'. The side slopes will be 4:1 (H:V) and have a minimum volume of 2,500 cubic feet. The outlet for the detention basin will be a 12" corrugated metal pipe. The invert of the pipe will be at the bottom of the basin to allow the basin to empty. The pipe was estimated to be 65 feet in length and be installed at a slope of 2%. The pipe will empty into the existing channel on the south side of the site. Based on the Hydrflow model, the 100-year event will cause the maximum water depth to be approximate 12-inches.

V. FEMA FLOODPLAIN

The project is located on FEMA FIRM Number 04001C4100E, dated September 28, 2007. The FEMA Map with the site indicated on it is shown on Figure 3 in the Appendix.

Based on the map, the site is located in the following flood zone:

- Other Areas, Zone D, "Areas in which flood hazards are undetermined, but possible.

Based on this information, the building should be built above existing ground elevation to avoid the possibility of local flooding. The soil adjacent to the new building should slope away from the building for at least 10-feet.

VI. SUMMARY

The new Community Center in Concho will have improvements that will cause increased storm water flows from the site. To mitigate the increase in flows, a detention basin will be constructed to control the flows off the site.

Appendix

Hydraflow Calculation Results

Hydrograph Return Period Recap

Hydroflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v11

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	Rational	----	----	8.409	----	----	13.64	----	19.34	22.07	Existing-A
2	Rational	----	----	1.522	----	----	2.442	----	3.468	3.957	Proposed-1
3	Reservoir	2	----	0.916	----	----	1.627	----	2.394	2.668	Pond-1
4	Rational	----	----	8.027	----	----	12.88	----	18.27	20.84	Proposed-2
5	Combine	3, 4	----	8.112	----	----	12.98	----	18.38	20.96	Outfall-A
Proj. file: Concho CAN.gpw										Monday, 03 / 26 / 2018	

Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v11

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	8.499	1	36	18,355	---	---	---	Existing-A
2	Rational	1.522	1	10	913	---	---	---	Proposed-1
3	Reservoir	0.916	1	14	911	2	6324.49	483	Pond-1
4	Rational	8.027	1	37	17,819	---	---	---	Proposed-2
5	Combine	8.112	1	37	18,730	3, 4	---	---	Outfall-A
Concho CAN.gpw					Return Period: 2 Year			Monday, 03 / 26 / 2018	

Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v11

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	13.64	1	36	29,460	----	----	----	Existing-A
2	Rational	2.442	1	10	1,465	----	----	----	Proposed-1
3	Reservoir	1.627	1	13	1,463	2	6324.69	650	Pond-1
4	Rational	12.88	1	37	28,593	----	----	----	Proposed-2
5	Combine	12.98	1	37	30,056	3, 4	----	----	Outfall-A
Concho CAN.gpw					Return Period: 10 Year			Monday, 03 / 26 / 2018	

Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v11

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	19.34	1	36	41,783	----	----	-----	Existing-A
2	Rational	3.468	1	10	2,081	----	----	-----	Proposed-1
3	Reservoir	2.394	1	13	2,078	2	6324.90	847	Pond-1
4	Rational	18.27	1	37	40,553	----	----	-----	Proposed-2
5	Combine	18.38	1	37	42,632	3, 4	----	-----	Outfall-A
Concho CAN.gpw					Return Period: 50 Year			Monday, 03 / 26 / 2018	

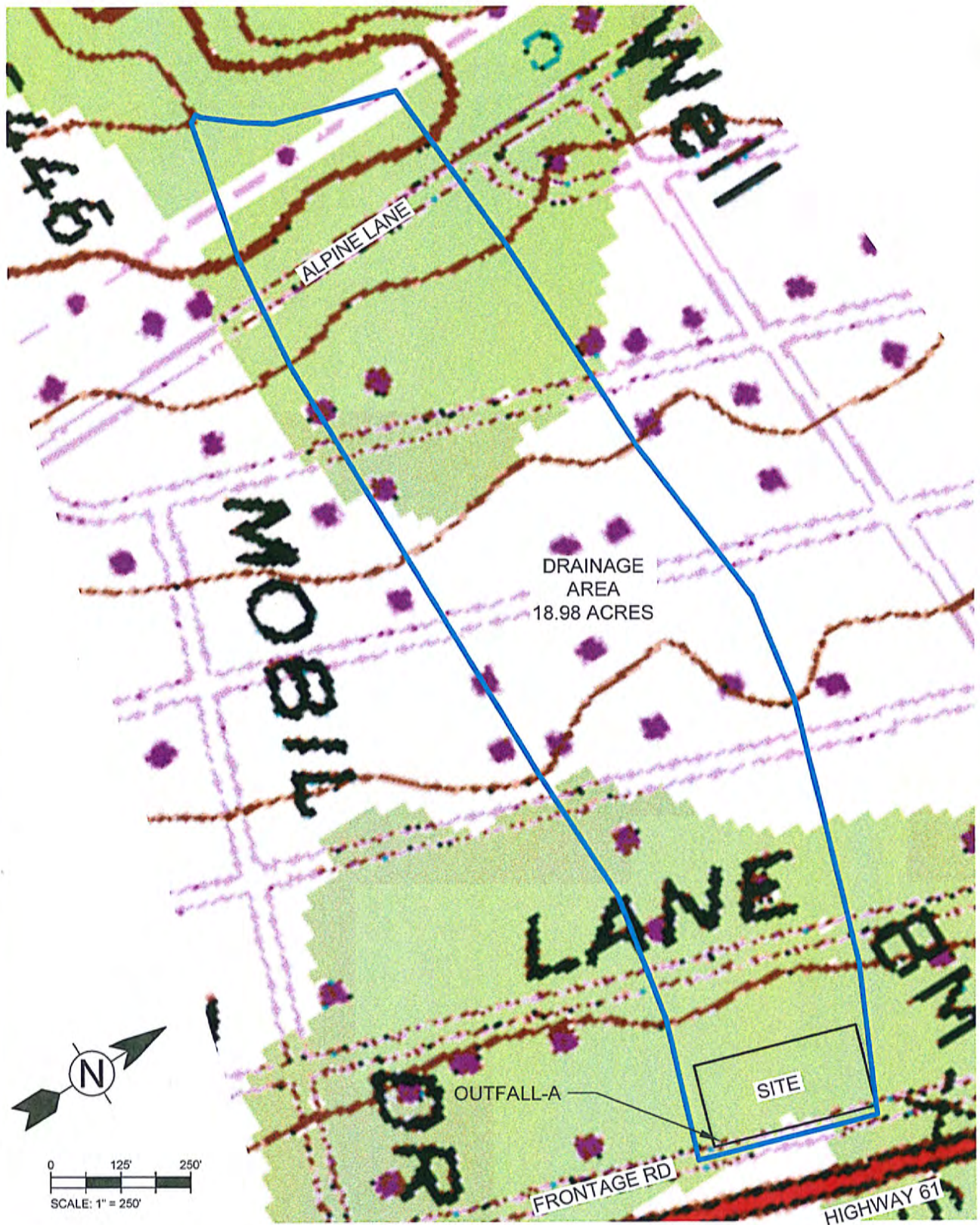
Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v11

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	22.07	1	36	47,666	----	----	----	Existing-A
2	Rational	3.957	1	10	2,374	----	----	----	Proposed-1
3	Reservoir	2.668	1	13	2,372	2	6325.01	951	Pond-1
4	Rational	20.64	1	37	46,261	----	----	----	Proposed-2
5	Combine	20.96	1	37	46,634	3, 4	----	----	Outfall-A
Concho CAN.gpw					Return Period: 100 Year			Monday, 03 / 26 / 2018	

Figures

3/26/2018 10:30:13 AM - P:\180024\180024-18001\CAD\180024\18001\DRAINAGE PLAN.DWG - WILL FLAKE



1801 W. Deuce of Clubs, Suite 230
Show Low, AZ 85901
Phone: (928) 537-7218 Fax: (928) 537-8422

Concho CAN
CONCHO COMMUNITY CENTER
DRAINAGE ANALYSIS

OVERALL
DRAINAGE
MAP

Project No.: 180024-18001

Date: 3/19/18

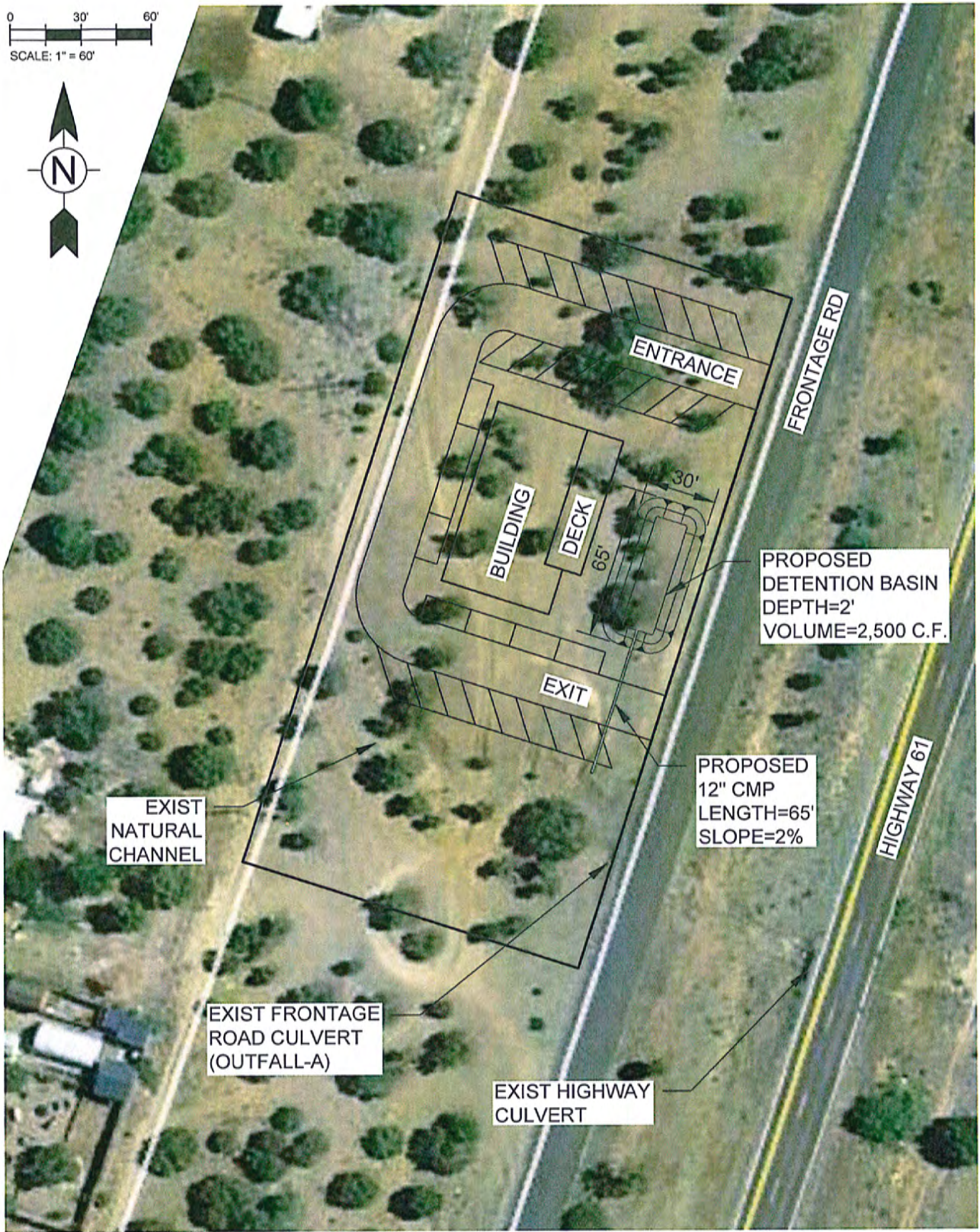
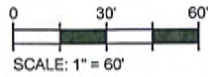
Designed By: WWF

FIGURE

1

Bar Measures 1 inch

Copyright: Tetra Tech



3/26/2018 10:34:28 AM - P:\180024\180024-18001\CAD\SHETFILES\RAINAGE PLAN.DWG - WILL FLAKE



1801 W. Deuce of Clubs, Suite 230
Show Low, AZ 85901
Phone: (928) 537-7218 Fax: (928) 537-8422

Concho CAN
CONCHO COMMUNITY CENTER
DRAINAGE ANALYSIS

SITE DRAINAGE MAP

Project No.: 180024-18001

Date: 3/19/18

Designed By: WWF

FIGURE

2

Bar Measures 1 inch

Copyright: Tetra Tech

NFP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 4100E

FIRM
FLOOD INSURANCE RATE MAP
APACHE COUNTY,
ARIZONA
AND INCORPORATED AREAS

PANEL 4100 OF 5425
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
APACHE COUNTY	040001	4100	E

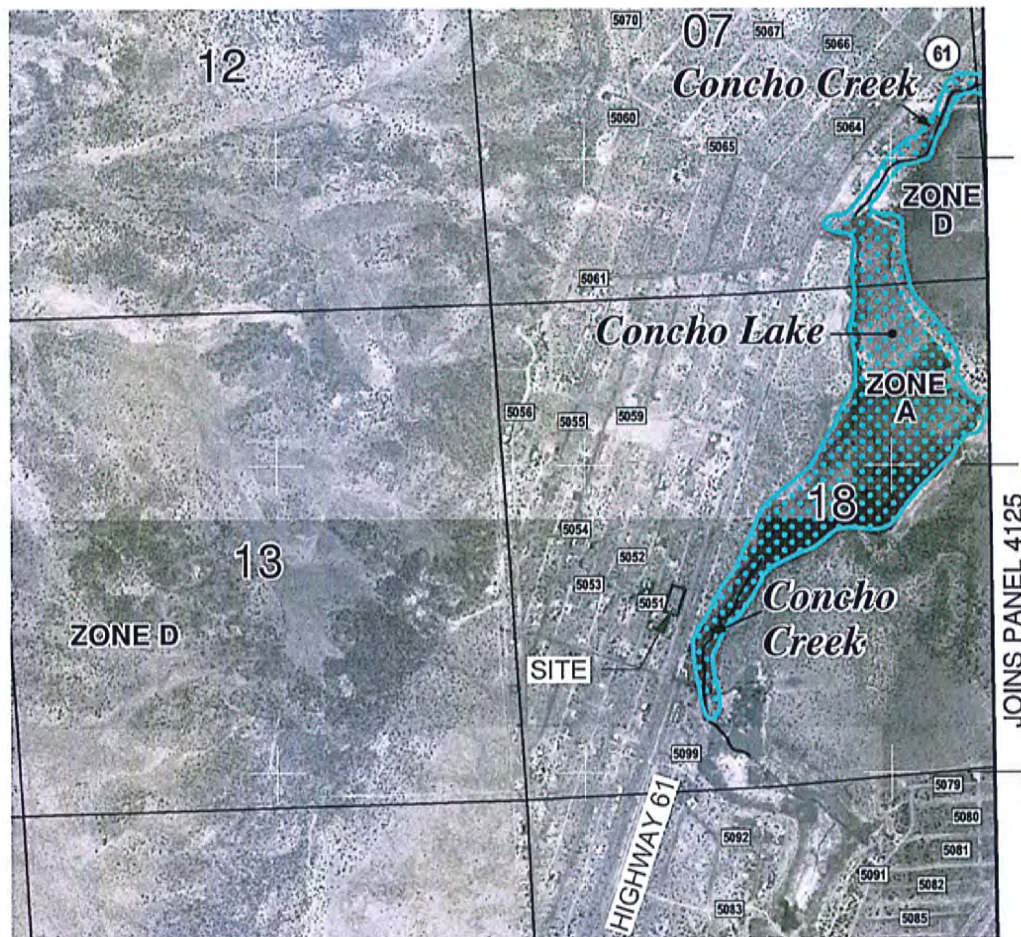
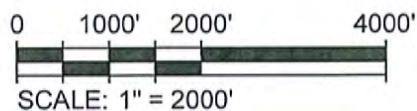
Notes to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
04001C4100E
EFFECTIVE DATE
SEPTEMBER 28, 2007

Federal Emergency Management Agency

LEGEND

OTHER AREAS
 ZONE X Areas determined to be outside the 0.2% annual chance floodplain.
 ZONE D Areas in which flood hazards are undetermined, but possible.



1801 W. Deuce of Clubs, Suite 230
 Show Low, AZ 85901
 Phone: (928) 537-7218 Fax: (928) 537-8422

Concho CAN
 CONCHO COMMUNITY CENTER
 DRAINAGE ANALYSIS
 FEMA
 FIRM
 MAP

Project No.: 180024-18001
 Date: 3/19/18
 Designed By: WWF

FIGURE
3

Bar Measures 1 inch

Copyright: Tetra Tech

BK 14 12 34

W 14 Cor. Sec. 18, T12N, R 28E,
S 4 Cor. This Subdivision

UNSUBDIVIDED

Con This Subd?

A SUBDIVISION OF PART OF
SECTIONS 18 & 19, TOWNSHIP 12
NORTH, RANGE 26 EAST, GILA &
SALT RIVER BASE & MERIDIAN,
APACHE COUNTY, ARIZONA.

[illegible]

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA, As Trustee
About Stuart A. Sydnor
Trust Officer

State of Arizona
County of Coconino
On this, the 10th day of June, 1929, before me personally
appeared William H. Jones, who acknowledged himself to
be the President of the ARIZONA LIFE INSURANCE
COMPANY OF ARIZONA, an Arizona Corporation, and
certified that he as such officer being duly authorized to
do so, executed the foregoing instrument for the purpose
herein stated to me, the undersigned, as the Corporation, as
witnessed by himself and such officer respectively.
In Witness Whereof, I hereunto set my hand and official seal.
My Commission Expires March 15, 1931
Paul L. Jones

APPROVAL

Approved by the BOARD OF SUPERVISORS of Apache
County, Arizona, on this, the 1st day of June, 1970

Sr. John Madril ASST. C. L. ...
Chairman Clerk

Approved by the BOARD OF SUPERVISORS at Apache
County, Arizona, on this, the 15th day of June, 1970

By John M. Clark Mayor C. L. Clark
Chairman Clerk

CERTIFICATION
This is to certify that the survey
and subdivision of the above
described premises was made by
me and is true and correct to
the best of my knowledge and
belief. All corners will be set
within one year.

WILD SERVICE #2628

- ① *Circle not part of this Add*
- Two Black Numbers*
- 1st Numbers*
- ① *Island in the Roadway*
- ① *Partial Numbers*

NCEE

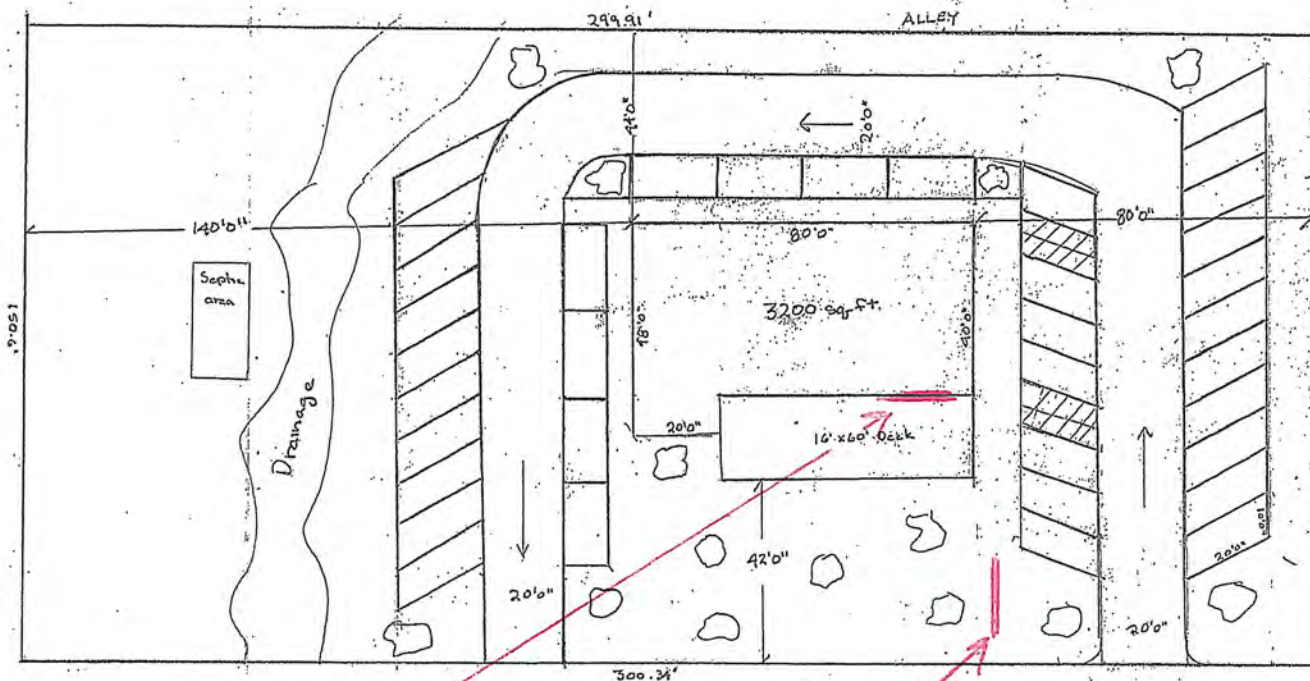
All lots are less than 1 Acre. Water will be furnished.
Total Area = 152.41 Acres.
Total Lots = 361
Paved C&D are Gravel with 25' Diameter
Borel E is a circle with a 40 Diameter

TYPICAL BACK HIT LINE
UTILITY EASEMENT EXTRA

3. S.W. Cor. Sec. 19, T4 N, R20 E



Signage

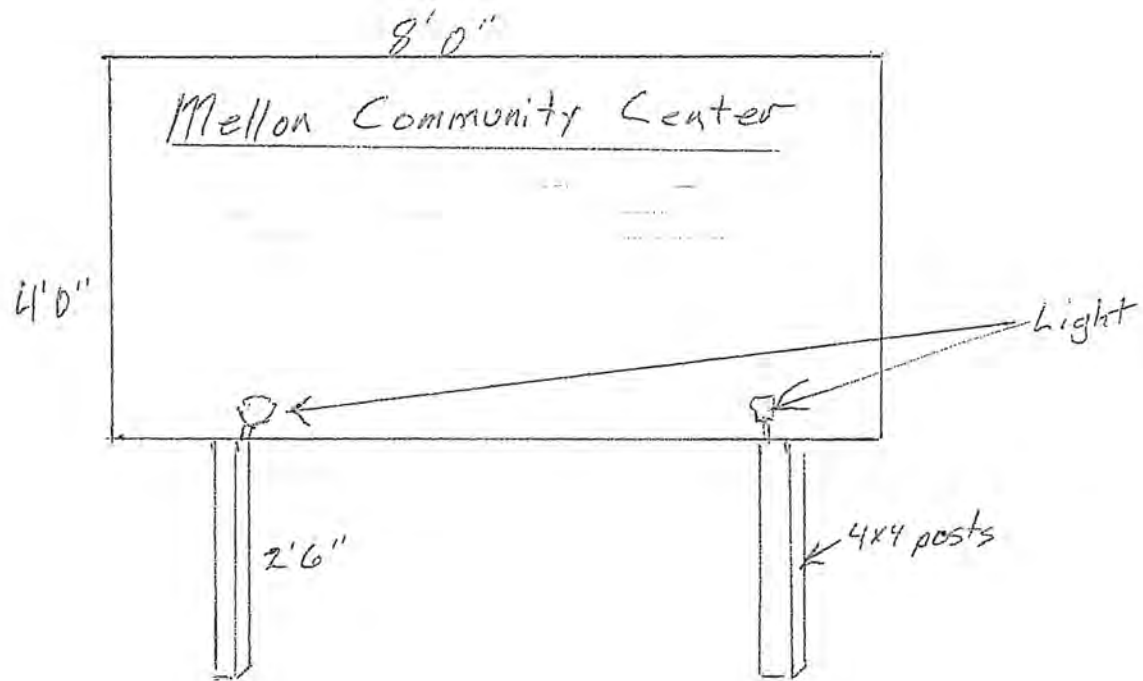


Parking spaces 39 ea.
Handicap spaces 1 ea.

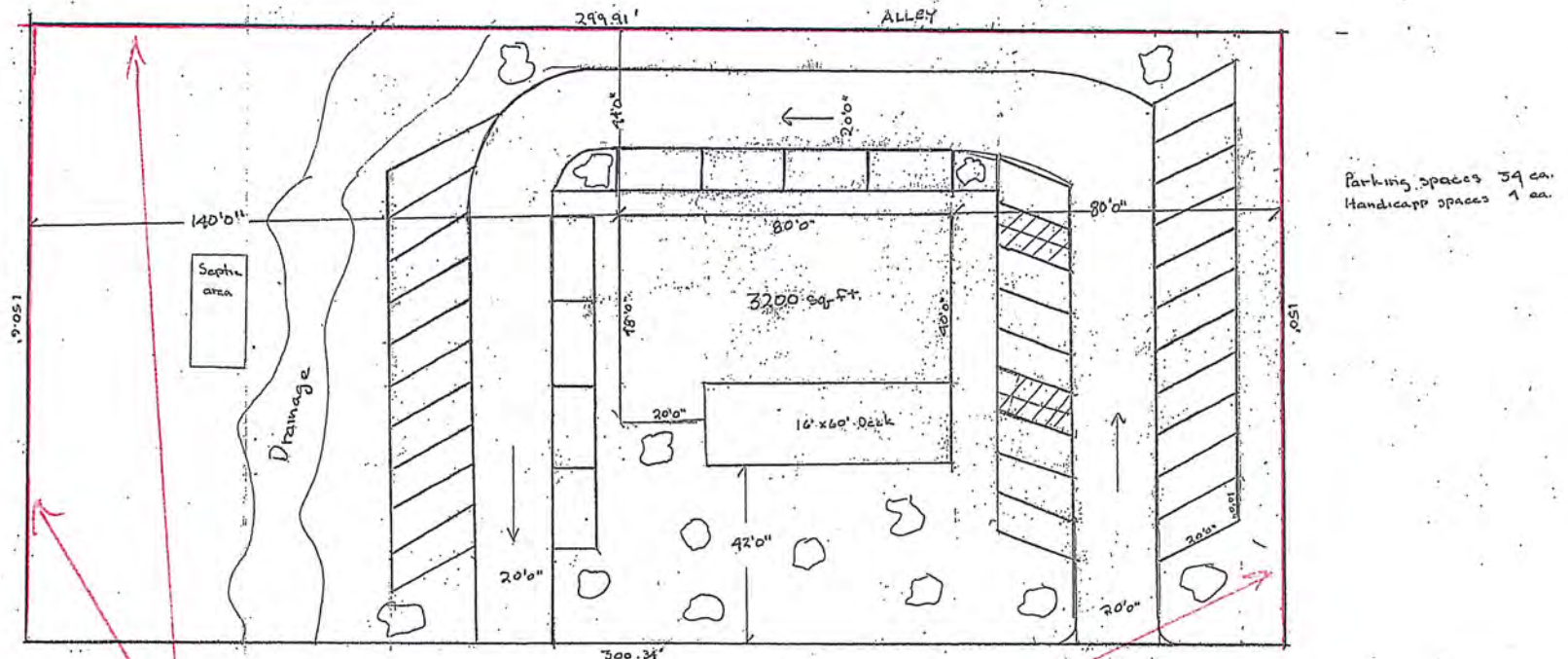
8' x 3' Bill board
affixed to building

this sign will be approx. 30"
off the ground with actual sign size 8' x 4'
light on both sides
2-4x4 posts/supports

Plot Plan
Cenaho Community Center
Cenaho, Can.
Drawn By Doug & Irene Hamacher
Scale 1" = 20' 0"



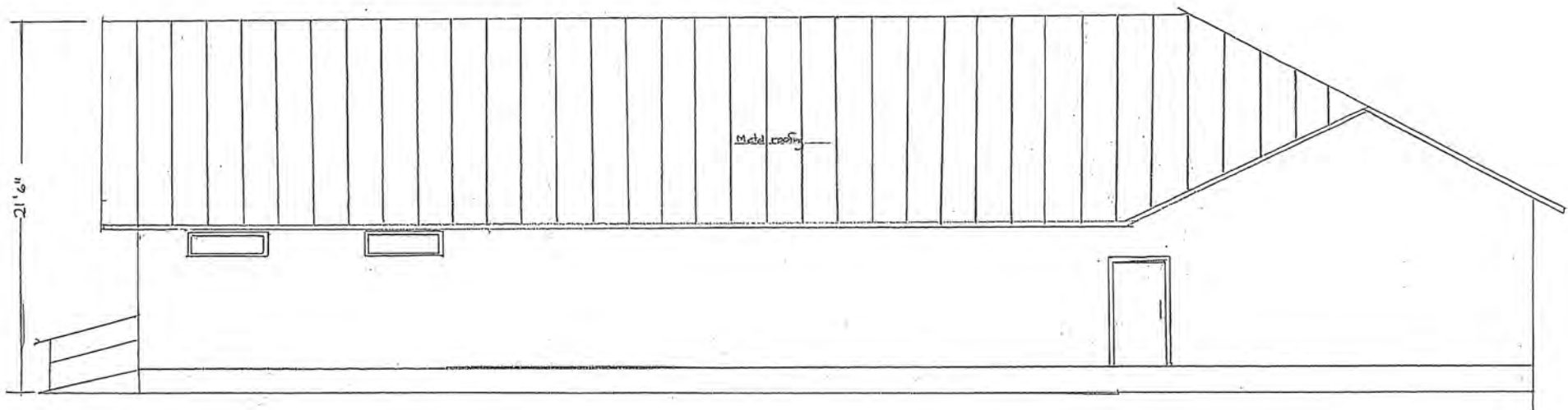
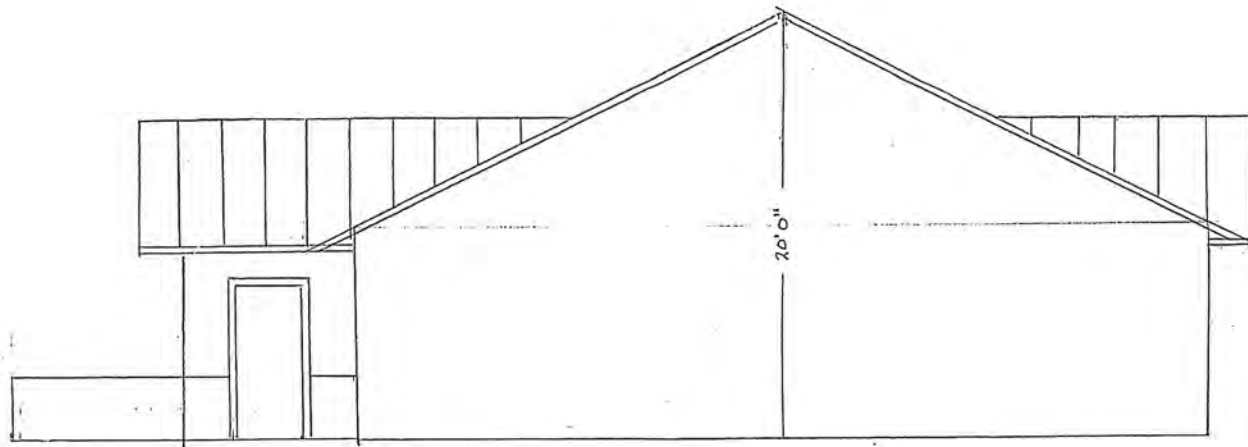
Fencing



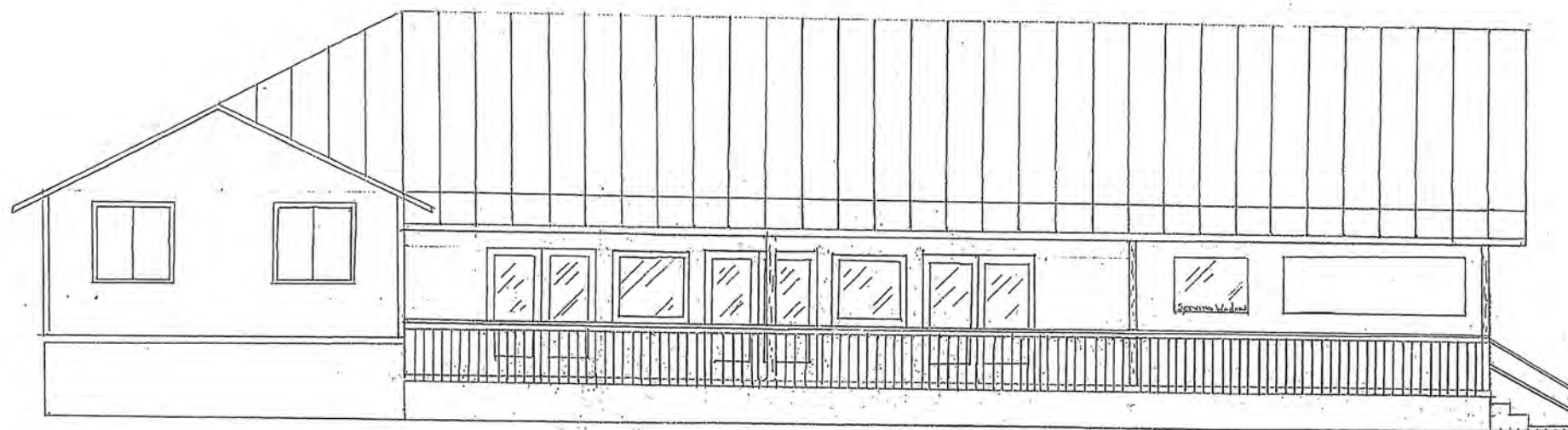
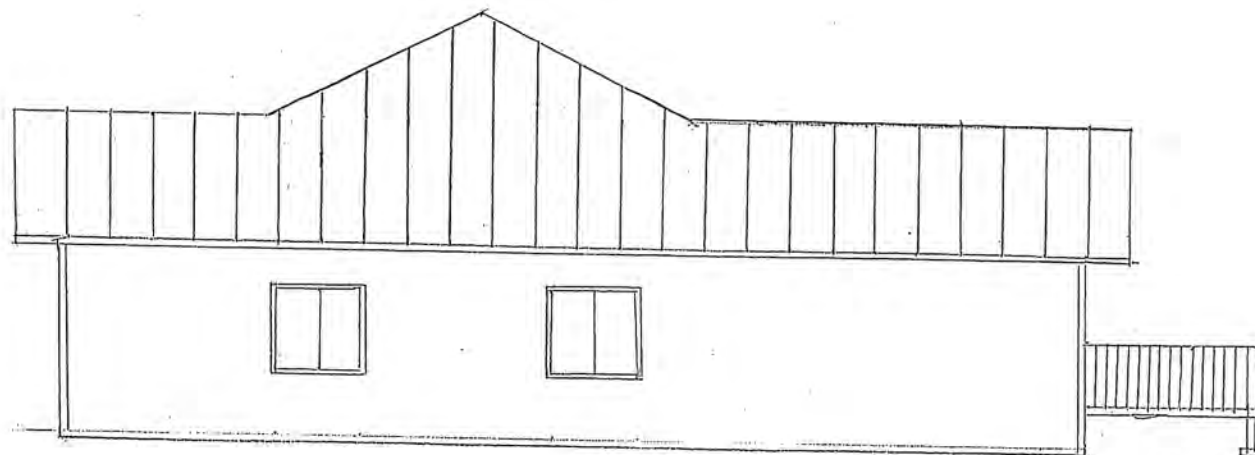
Fencing will be privacy, wood panel 8' x 6' and will be placed on both sides and along back; set back of 10' to allow for right of way. Front portion will be set low according to safety code as to not block vision of traffic

Plot Plan

Ceneho Community Center
Ceneho, Can.
Drawn By Doug & Irene Hamacher
Scale 1" = 20'0"



Elevations
 Scale 1/4" = 1'-0"
 Drawing by Doug & Irene Hamacher



Elevations
Scale 1/4" = 1'0"
Drawing Doug Irene Homacher

Priority 9 CLIENT IN THE OFFICE Users have an immediate need because you have a registrant, a candidate or some other individual in the office and you need information from the application at that moment. Examples might be help with a PSR, Printing a report, printing an ID card. These tickets are handled with a high priority. Priority 9 calls will be returned within minutes.

Responsibilities of ES&S	Responsibilities of Customer
▪ VR software support as outlined in Agreement ▪ Installation of database software upgrades ▪ Database analysis and recommendation of tuning parameters as needed ▪ Implement tuning recommendations approved by customer as needed ▪ Outline operational and technical requirements for a Backup and Recovery Strategy ▪ Outline procedures and provide scripts for performing routine database exports ▪ Assist Customer in its performance of the following: ▪ Hardware problem diagnosis ▪ Software problem diagnosis ▪ Support of ES&S approved third-party software required to run VR Products Upgrade, impact planning, and assistance ▪ Server recovery, provided backups are available ▪ Database recovery or database restore if needed, provided a backup is available ▪ Work with technicians to resolve problems after the customer has contacted the appropriate vendor ▪ Coordinate with the customer to set a schedule when routine maintenance or upgrades will be performed ▪ Limited support of approved client operating systems – Windows 7, 8.1, 10 (Professional/Enterprise) ▪ Support of ES&S approved third-party software required to run VR Products, contacting the appropriate vendor if replacement of parts are necessary ▪ Backup and archiving of voter registration data and associated meta-data ▪ Maintain existing custom product documentation developed specifically for the Customer by a separate third party ▪ Provide specifications for the System as it directly relates to Arizona-specific enhancements ▪ Provide an Arizona-specific user guide for the System, including Arizona-specific business requirements and software functions ▪ Provide Customer the capability to create/troubleshoot Citrix log-ins in order to assist Arizona county recorder's office personnel that experience problems logging into the System. ▪ Provide updates to the Arizona specific User Guide for each major release which generally occurs twice a year.	▪ Understand proper use of VR application functions and proper use of VR application in the conduct of election management and administration ▪ Inquire directly with ES&S support for questions regarding use of VR application ▪ Customer or end-users are required to provide adequate access to system with all necessary logins and passwords. All required admin-level passwords are needed by the Effective Date. ▪ Validate any data input and output in the day to day use of VR application ▪ Responsible for maintaining and managing State purchased software licenses and hardware warranty agreements ▪ Responsible for connectivity ▪ Responsible for Business Continuity plan ▪ Customer-installed third-party software on end-user workstations ▪ Cost associated with any additional hardware or software required to perform required upgrades ▪ Damage caused by misuse, abuse, or neglect ▪ Damage caused when warranted parts were repaired or replaced by an organization other than those approved by the hardware manufacturer ▪ Customer shall have the capability to create/troubleshoot Citrix log-ins in order to assist Arizona county recorder's office personnel that experience problems logging into the System.

EXHIBIT D

Training Services

PURPOSE

ES&S will provide training to the State of Arizona and County personnel for the use of the Voter Registration Power Profile software as needed and upon request. All training will be provided in accordance with the terms set forth herein. The dates for any requested training will be mutually agreed upon by the parties. All training services will be invoiced at the completion of each training session.

ES&S OVERALL TRAINING APPROACH

Our comprehensive training program has been developed to promote a strong level of competency for all intended users. A series of training modules will be developed that provide participants with the skills to perform necessary operations.

Individuals attending the training sessions should have a general understanding of their roles and responsibilities and their local voter registration and election processes. Members of the staff responsible for the operations of the Power Profile system should have a basic knowledge of computer operations and Microsoft Windows applications. All individuals scheduled for training should be prepared to use the training manuals and checklists provided to compliment the instructor's presentations.

INSTRUCTORS AND RESOURCES

ES&S will utilize a diverse team of knowledgeable and experienced trainers to manage all aspects of the training process.

Once training is authorized by the Customer, ES&S will work directly with each user to confirm the training participants and environment setup as their time for training draws near for the on-site training. The ES&S trainer will be responsible for communicating all training invitations and communications.

REQUIREMENTS/FEEES

- A 30-day notice should be given to ES&S prior to requesting a training session to allow for proper planning of the class.
- ES&S shall invoice the Customer upon completion of each individual training session. Payment shall be due within thirty (30) days of Customer's receipt of ES&S' invoice.
- For release notes review sessions that usually have a Q&A period, and are held via conference call / Webex, no charge will be incurred. Otherwise, training options are:
 1. Customer Onsite Training in the State of Arizona - \$1,575 per day, one (1) trainer;
 2. Customer Onsite Training in Omaha, Nebraska - \$1,000 per day, one (1) trainer; and
 3. Customer Webex Training - \$150 per hour, one (1) trainer, and maximum of 15 participants per session.

Option 1 is an on-site classroom environment with hands-on access to PowerProfile in a training environment. Class size shall be limited to no more than 12 people per class. Customer is responsible for facilities, workstations and connectivity. Course lengths are a minimum of three (3) days.

Option 2 is an on-site classroom environment with hands-on access to PowerProfile in a training environment in ES&S's corporate HQ in Omaha, Nebraska. Class size shall be limited to no more than 12 people per class. ES&S is responsible for facilities, workstations, and connectivity. Customer is responsible for transportation, lodging, and meals. Course lengths are a minimum of two (2) days.

Option 3 permits users to ask the ES&S instructor about specific issues and have the instructor demonstrate on the screen in real-time. Class size shall be limited to no more than 15 people per class

EXHIBIT E
Third Party Products

The chart below outlines the Third Party Products necessary to run the System. The chart outlines the responsible party that should manage and pay for each of the license renewals.

3 rd party license	Licenses Managed/Paid by ES&S or AZ SOS
Symantec Backup Exec V-Ray Edition	AZ SOS
Symantec Backup Exec Linux Agent	AZ SOS
Double Take Availability for Windows	AZ SOS
VMware Enterprise Edition	AZ SOS
Tricerat Screwdrivers	AZ SOS
Database License for use with PowerProfile (State)	ES&S
Database License for use with PowerProfile for Maricopa and Pima Counties	ES&S
Citrix XenApp and Netscaler Virtual Appliance Licenses	AZ SOS
Trend Micro Deep Security	AZ SOS
Required SSL Certificates	AZ SOS
IBM Proprietary monitoring software	AZ SOS
Red Hat Enterprise Linux	AZ SOS
Crystal Reports	AZ SOS

Note 1: From time to time, third party vendors will discontinue maintenance on third party products. If we are notified that a third party product will be discontinued, ES&S will discuss a replacement product with the Customer. The Customer will then need to purchase and renew the licenses based on a timeframe that ES&S will provide.

EXHIBIT F
ADDITIONAL SERVICES

1. **SYSTEM ENHANCEMENTS.** From time to time, the Customer may request enhancements to the system. Enhancements can be requested due to changes in state or federal law, as well as modifications the state or county would like to the system. When an enhancement is needed, it should be requested through the ES&S helpdesk as they will log an enhancement into the ES&S' tracking system. Thirty days prior to ES&S scoping the next general release, the state enhancement list will be submitted to the state administrators. The state administrators will prioritize the enhancement request, notate the ones that are being requested specifically for the next general release, and return the list within thirty days of receipt. ES&S will then evaluate the enhancement list, estimate the level of effort, and formulate a plan for release inclusion. A change order will then be presented to the Customer for signature that outlines the work level for each enhancement.

2. **SERVICE FEES.** Additional Services may be requested by Customer from time to time under this Agreement. All additional changes will be presented through the change order process and subject to the service fees outlined below. Customer shall only pay for those services which Customer requests and for which services are performed.

All additional services not otherwise set forth herein shall be performed by ES&S and through the change order process and subject to the rate of \$150.00 per hour.

Exhibit G: State of Arizona Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1. Acceptance

"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

1.2. Accepted Offer

If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.

If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.

If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.

1.3. Arizona Procurement Code; A.R.S.; A.A.C.

"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.

1.4. Arizona TPT

"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:

<https://www.azdor.gov/business/transactionprivilegetax.aspx>.

1.5. Attachment

"Attachment" means any item that:

1.5.1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);

1.5.2. was attached to an Offer when submitted; and

1.5.3. was included in the Accepted Offer.

1.6. Pricing Document

"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.7. Contract Amendment

"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".

1.8. Contract Terms and Conditions

"Contract Terms and Conditions" means these Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.9. Contractor

"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.

1.10. Contractor Indemnitor

"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.11. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.12. Indemnified Basic Claims

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.13. Instructions to Offerors

"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.

1.14. Order

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1.14.1. "Release" or "Release Purchase Order" in ProcureAZ;

1.14.2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or

1.14.3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.15. ProcureAZ

"ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System.

NOTE (1): Technical Bulletin No. 020 is available online at:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

NOTE (2): The URL for ProcureAZ itself is:

<https://procure.az.gov/>

1.16. State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.17. State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.18. Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit. . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.19. Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretation

2.1. Usage

Where the Contract:

- 2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
- 2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be

interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

- 2.1.4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance;
- 2.1.5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

2.2.1. Contract Amendments;

2.2.2. the Contract Documents, in the order:

- 2.2.2.1. This Exhibit G: Special Terms and Conditions;
- 2.2.2.2. General Terms;
- 2.2.2.3. Exhibit H: Uniform Terms and Conditions; and
- 2.2.2.4. Exhibit A, Exhibit B, Exhibit C, Exhibit E, Exhibit F;

2.2.3. Orders, in reverse chronological order; and

2.2.4. Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3. Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in

performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4. Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3. Contract Administration and Operation

3.1. Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for two (2) years unless canceled, terminated, or permissibly extended.

3.2. Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of 5 (five) years.

3.3. Notices and Correspondence

3.3.1. TO CONTRACTOR. State shall:

- 3.3.1.1. address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- 3.3.1.2. address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2. TO STATE. Contractor shall :

- 3.3.2.1. address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- 3.3.2.2. address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

3.3.3. CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4. Signing of Contract Amendments: Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

- 3.4.1. extension of the term of the Contract within the maximum aggregate term;
- 3.4.2. revision to Procurement Officer appointment or contact information; or
- 3.4.3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.5. Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6. Books and Records

- 3.6.1. RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.6.2. RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
- 3.6.3. AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7. Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8. Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or

unfinished materials will of itself constitute acceptance by State of those things.

3.9. NOT USED

3.10. Subcontracts

- 3.10.1. INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.
- 3.10.2. ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.
- 3.10.3. FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11. Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12. NOT USED

- 3.12.1. ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.12.2. SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

- 3.12.3. NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.12.4. NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13. NOT USED

3.14. Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

- 3.14.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
- 3.14.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
- 3.14.3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
- 3.14.4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15. Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors.

Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably

among all its vendors so as not impose an unreasonable burden on any one of them.

3.16. Work on State Premises

3.16.1. COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2. PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

4. Costs and Payments

4.1. Payments

4.1.1. PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b)

Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2. PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2. Applicable Taxes

4.2.1. CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2. TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2. Assignment and Delegation

5.2.1. IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2. IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6. Risk and Liability

6.1. Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

6.2.1. Commercial General Liability – Occurrence Form

policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

6.2.1.1. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

6.2.1.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.2. 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

6.2.2.1. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

6.2.2.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

6.2.3.1. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.3.2. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.2.4. Professional Liability (Errors and Omissions Liability)

Each Claim \$ 2,000,000

Annual Aggregate \$ 4,000,000

6.2.4.1. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.2.4.2. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

6.2.5. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

6.2.6. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

6.2.7. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with 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 (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements 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 and remain in effect for the duration of the project. 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 (Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007). 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, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3. Basic Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.3.2 below applies instead.

PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (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 Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.4. Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

- 6.4.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- 6.4.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- 6.4.3. State may elect to participate in such action at its own expense; and
- 6.4.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5. Force Majeure

- 6.5.1. DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 6.5.2. RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in

cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3. EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4. DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6. Third Party Antitrust Violations

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

7. NOT USED

7.1. Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.2. Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.3. Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

7.4. Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.5. NOT USED

7.6. Lobbying

7.6.1. PROHIBITION.

7.6.1.1. Contractor warrants that:

7.6.1.1.1. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

7.6.1.1.2. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

7.6.1.2. Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

7.6.1.3. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.6.2. EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.7. Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8. State's Contractual Remedies

No modifications to uniform terms and conditions section

9. Contract Termination

No modifications to uniform terms and conditions section

10. Contract Claims

10.1. Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2. Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11. Reserved

12. General Provisions for Service

12.1. Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2. Comprehensive Services Offering

12.3. Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4. Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5. Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6. Transitions

During commencement, Contractor shall attend a reasonable number of transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. State shall pay outgoing vendors for any work or orders provided by the State. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall provide reasonable transition services to any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. Contractor shall be paid for any additional requested transition services at Contractor's then current rate. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance and the State shall pay Contractor for any work or order provided by the State.

12.7. Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for

correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8. Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.

Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9. Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria provided the State and Contractor mutually agree upon such acceptance criteria. State and Contractor may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

13. Data and Information Handling

13.1. Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2. Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

- 13.2.1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- 13.2.2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's

designated representative.

13.3. Personally Identifiable Information

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

13.3.1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and

13.3.2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4. NOT USED

14. Information Technology Work

14.1. Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2. Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3. Information Access

14.3.1. SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to Contractor's voter registration system or Contractor networks containing or transmitting State's proprietary data or confidential information from the Contractor to the State's procuring agency system only.

14.3.2. INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions

on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords that are provided to the Contractor are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3. ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4. Pass-Through Indemnity:

14.4.1. INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity..

14.4.2. NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass- Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise.,

14.5. Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6. Redress of Infringement.

14.6.1. REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

14.6.1.1. replace any infringing items with non-infringing ones;

14.6.1.2. obtain for State the right to continue using the infringing items; or

14.6.1.3. modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2. CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- 14.6.2.1. for any software created for State under the Contract, the amount State paid to Contractor for creating it;
 - 14.6.2.2. for all other Materials, the net book value of the product provided less any depreciated amount for the period of time in which such Materials were used by the State; all according to generally accepted accounting principles; and
 - 14.6.2.3. for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.
- 14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
- 14.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
 - 14.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
 - 14.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.
- 14.7. First Party Liability Limitation
- 14.7.1. LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or the total purchase price of the specific Materials or Services giving rise to the claim.
- 14.7.2. PROVISOS. This paragraph 14.7 limits liability for first party direct damages. Notwithstanding the foregoing, neither party shall be liable for any indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:
- 14.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
 - 14.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
 - 14.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 14.7.3. PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
- 14.7.4. NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.
- 14.8. Information Technology Warranty

14.8.1. SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

14.8.1.1. modified or altered by anyone not authorized by Contractor to do so;

14.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or

14.8.1.3. operated in a manner not within its intended use or environment.

14.8.2. COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

14.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

14.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

14.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3. PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9. Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11. Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

14.11.1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at:

<https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install

compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

- 14.11.2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
- 14.11.3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Exhibit G

Exhibit H: State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1. Attachment

"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.

1.2. Contract

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. Contract Amendment

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. Contractor

"Contractor" means any Person who has a Contract with the State.

1.5. Days

"Days" means calendar days unless otherwise specified.

1.6. Exhibit

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. Gratuity

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. Materials

"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. Procurement Officer

"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. Services

"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8.

1.11. State

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.12. State Fiscal Year

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.13. Subcontract

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2. Contract Interpretation

2.1. Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing

shall be binding.

2.7. No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The

Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10. E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

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

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

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4. Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5. Contract Changes

5.1. Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.

The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation

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

6. Risk and Liability

6.1. Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (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."

6.3. Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

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

6.5. Third Party Antitrust Violations

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

7. Warranties

7.1. Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by

inspection or testing of or payment for the materials by the State.

7.5. Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

8.3. Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract,

exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interests

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

9.2. Gratuities

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

9.3. Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand.

The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default

- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

10.1. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

11.1. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

12.1. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Exhibit H

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Assessor

Date/Signature: 03-22-2018

Judith A. Bender

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

- Request approval to update the Certified Chief Appraiser job description, Range 48, and hire Darren Rasmussen to fill the vacant position with a starting salary of \$58,000. The requested salary to be funded with existing FY17 wages and salaries from budgeted funds. Filling this position will not affect the budget nor cost the County or Assessor additional funds.

BOS Meeting Date Requested April 3, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

[Signature]

Finance Review:

Signature

[Signature]

Human Resources Review:

Signature

[Signature]

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Signature]



CERTIFIED CHIEF APPRAISER
Assessor's Office

Effective Date: 11-20-2017
Range: 48
Annual Salary: \$41,492-\$62,238

NATURE OF WORK:

Under general direction performs work of considerable difficulty in overseeing/supervising the locally assessed appraisal functions, including meeting productivity goals and performance standards. Maintains department policies and procedures. Provides continuous education and coaching. Advise the Assessor and Chief Deputy Assessor in setting office policy and procedures. Performs other related work as assigned.

TYPICAL DUTIES: (Illustrative Only)

- Oversees and directs the work of personal property and real property appraisal sections.
- Assists appraisal staff in resolving issues and complaints.
- Represents the Assessor in the administrative appeal process as well as all tax litigation cases which involves working with tax consultants, attorneys, and property owners.
- Researches and provides testimony as an expert witness before the Arizona Tax Court.
- Provides updates and impacts on pending and final tax litigation cases to the County Manager, Board of Supervisors and other government agencies.
- Develops and maintains written procedures and guidelines for implementation of appraisal policies.
- Consults with developers, architects, investors, tax consultants, attorneys, property owners, and other groups regarding various valuation and property tax questions and issues.
- Performs various appraisal studies and analysis.
- Develops and implements training, policies and procedures, provides guidance to employees in assessment procedures.
- Performs and assists in the appraisal of the most difficult and complex properties, developments and land valuation.
- Prepares and maintains records and reports including sales statistical analysis, defining neighborhoods and applying appropriate market adjustments.
- Participates in the preparation of the department's budget.
- Manages and leads projects of varying scopes.

KNOWLEDGE, SKILLS, AND ABILITIES:

Considerable knowledge of:

- Principles, practices and techniques of all property assessment disciplines affecting all property types including Centrally Valued Property that is valued by the Arizona Department of Revenue.
- Statutes and guidelines affecting property assessment, legal decisions handed down by the courts, guidelines and procedures published by the Arizona Department of Revenue.

- Principles and practices of positive supervision, project management and general business management.

Ability to:

- Coordinate the work flow of others.
- Analyze complex data and suggest appropriate actions.
- Develop and implement policies and procedures.
- Work safely and support the culture of workplace safety.
- Establish and maintain effective working relationships with employees, county departments, other agencies and the public.
- Follow written and verbal instructions.
- Communicate effectively orally and in writing.

EXPERIENCE AND EDUCATION:

High school diploma or GED Certificate, bachelor's degree preferred.

Five+ years of progressively responsible work experience in property assessment including two years of supervisory experience; OR, any combination of education, training and experience which demonstrates the ability to perform the duties of the position.

Must possess Level II certification for property assessment from the Arizona Department of Revenue (or be able to gain licensure within 1 year of hire). **International Association of Assessing Officers (IAAO) or Appraisal Institute designation preferred.**

Possession of a valid Arizona driver's license (or ability to obtain one within 12 months).

APACHE COUNTY ASSESSOR

Rodger Dahoxxy



P.O. Box 770
75 West Cleveland St.
St. Johns, AZ 85936
(928) 337-7624
Fax (928) 337-3386

Vacant Certified Chief Appraiser

PRO: It is critical that this position be filled with a well-rounded experienced mass appraiser with supervisory, project management, and training experience. The candidate before you is a motivated, team oriented individual with 22 years of valuation experience that encompasses all of above requirements.

PRO: The candidate selected for this position will perform work of considerable difficulty in overseeing/supervising the locally assessed appraisal functions, including meeting productivity goals and performance standards and maintaining department policies and procedures. The candidate will provide continuous education and coaching, advise the Assessor and Chief Deputy Assessor in setting office policy and procedures as well as represent the Assessor at community outreach functions. The candidate before you has all of the required skills, abilities, and years of experience to perform the duties of this position.

PRO: The candidate in question will be immediately productive and able to perform the duties of this position with little or no training. In addition, this candidate offers a solution for succession planning in the event upper management positions are vacated through attrition.

PRO: The candidate before you is Level III Certified by the Arizona Department of Revenue, is Level IV Certified by the Maricopa County Assessor's office, and has obtained the nationally recognized International Association of Assessing Officers (IAAO) designation of Assessment Administration Specialist, AAS. In addition, the candidate is certified by the International Association of Assessing Officers to teach appraisal courses throughout the United States and Canada.

PRO: The candidate has advanced knowledge of Arc View, GIS, and ESRI mapping systems which will directly support Apache Counties GIS initiatives.

PRO: This candidate directly supports the Mission and Vision of the Assessor's Office.

CON: Without the addition of this candidate to the Assessor's office, the Assessor's appraisal staff will continue to languish while this position remains vacant and another recruitment begins.

CON: The level of appraisal service to the citizens and taxing jurisdictions will remain the same until this critical position is filled with a well-qualified candidate.

Apache County



Office of the Assessor

Honorable Rodger Dahozy

Mission Statement

To be responsive to our citizens, delivering accurate and fair property assessments annually, while inspiring confidence in local government.

Our Vision

- To be leaders in property tax valuation and administration.
- To provide superior customer service and transparency in the eyes of our citizens, communities and employees.
- To provide innovative cost-effective solutions.

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

date/time stamp

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

Engineering Department

Date/Signature: 03/21/2018

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 amendment no.1 to IGA between Apache County and Navajo Division of Transportation for the inclusion of the C402 Aspen Loop Project. The amendment details a partnership between NDOT and Apache Count with roles and responsibilities clearly defined. This amendment is attached to the master IGA approved between NDOT and Apache County 3/2/18 and includes a reimbursement to Apache County for work performed in the amount of \$606,679.00
All permits, Certifications and Clearances have been obtained for this project.

BOS Meeting Date Requested 04/03/2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: Attached

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

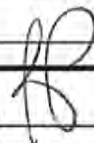
Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



Ferrin Crosby

From: Priscilla Lee <plee@navajodot.org>
Sent: Monday, February 5, 2018 11:53 AM
To: Ferrin Crosby; Gabriel Freeland; Taft Blackhorse
Cc: Doyel Shamley; Travis Simshauser; Richard C. Guinn
Subject: RE: 404 permit for Aspen Loop

Hello Ferrin:

Sorry, I had requested Taft to reply to your question. I spoke with Mr. Blackhorse and he informed me that N124 Aspen Loop will not need a 404 permit.

Sorry, I was out in Santa Fe last week.

I hope we still can make the Agenda.

plee

From: Ferrin Crosby [mailto:cfcros@co.apache.az.us]
Sent: Tuesday, January 23, 2018 2:18 PM
To: Gabriel Freeland <gfreeland@co.apache.az.us>; Taft Blackhorse <tblackhorse@navajodot.org>
Cc: Doyel Shamley <doyel.shamley@co.apache.az.us>; Travis Simshauser <tsimshauser@co.apache.az.us>; Richard C. Guinn <rguinn@co.apache.az.us>; Priscilla Lee <plee@navajodot.org>
Subject: 404 permit for Aspen Loop

Gentlemen,

Today on the conference call I thought I heard mentioned that the 404 permit is still outstanding.

The last time we met in person, this was brought up and I was told that a 500.00-dollar fee was required for the 401 certification.

Am I confusing the two permits? When I received the 401 permit I believed that the 500-dollar fee must have been paid by NDOT.

Please clarify if an Army Corps 404 permit is required? If so, what is the anticipated time frame to receive it? I understood that no jurisdictional waterways would be impacted by the project.

As Supervisor Shamley has made a point of insuring all clearances have been met prior to Board of Supervisor approval I just want to be sure we have everything before the meeting on the 6th of Feb.

Please respond to me as soon as possible so I can place the IGA amendment on the agenda next Monday.

Thank you for your attention to this,

Ferrin

Ferrin Crosby

From: Joe Young
Sent: Tuesday, December 19, 2017 4:23 PM
To: Ferrin Crosby; Travis Simshauser; Michael Whiting
Cc: Dave Swietanski; Ryan Patterson
Subject: RE: Amendment to IGA xxxxxxx (Aspen Loop)

Follow Up Flag: FollowUp
Flag Status: Flagged

Is this scope of work the original project? If so, I am ok with the document.

As far as making the amendment, we can either take this document and drop it into the original IGA and call it an amended and restated IGA and have the parties sign again (this is preferred), or we can just adopt it as an amendment where all we need is the IGA identifying information, a statement that the original IGA is hereby amended to include the following information, then include your new document, then we need a new signature page.

From: Ferrin Crosby [mailto:cfcros@co.apache.az.us]
Sent: Monday, December 11, 2017 7:19 AM
To: Travis Simshauser; Joe Young; Michael B. Whiting
Cc: Dave Swietanski; Ryan Patterson
Subject: FW: Amendment to IGA xxxxxxx (Aspen Loop)

Joe, Michael,

This past Tuesday we discussed the Aspen loop project and the intent to move forward once we receive the 401 Clean Water Act Certification.

I have put together most of what I think we need for the amendment. What I need is your review and expertise in tying it to the existing IGA District 2 signed earlier this fall.

If I can help get any more information together, please let me know.

Thanks for your help,

Ferrin

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

**AMENDMENT NO.1
(N-124 ASPEN LOOP C-402)**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY").

WHEREAS, by the adoption of Resources and Development Committee Resolutions the NATION has previously approved road maintenance projects for certain public roads within Apache County and the Navajo Nation and may from time to time approve additional such projects (all such projects to be collectively referred to herein as the "PROJECTS"); and

WHEREAS, the NATION is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads and pipelines; and

WHEREAS, the COUNTY is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the NATION and the COUNTY have previously entered into a Memorandum of Understanding dated December 16, 2014 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

WHEREAS, consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete the PROJECTS, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in road repair activity for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions,

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Purpose.** The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the PROJECTS; providing project planning assistance to the Nation and the Chapters in connection with the PROJECTS; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION.

Unless otherwise agreed to in writing, the COUNTY shall have no responsibility for the maintenance or repair of the roads after the completion of a PROJECT.

1.1 Current PROJECTS. The PROJECT (N124 Oak Springs – Aspen Loop Road

– Aspen Loop Road Improvement Project) is described in Attachment A hereto. From time to time, the parties may agree to additional PROJECTS, each such additional PROJECTS to be described in a separate Attachment to be appended to this IGA with the written approval of the authorized representatives of both parties. Any such additional PROJECT shall be governed by the terms of this IGA.

2. **Funding.** For the initial PROJECT as described in Attachment A, the NATION has set aside up to SIX HUNDRED SIX THOUSAND, SIX HUNDRED SEVENTY-NINE dollars (\$606,679.00) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

2.1 Funding for Additional PROJECTS. For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the Attachment describing that PROJECT.

3. **Appropriations.** The NATION warrants that the sum referenced in Section 2 above has been set aside in the Navajo Nation Road Fund and/or General Fund allocations for the purposes set forth in Section 2 and Attachment A.

4. **Key Officials.** The key officials for each party are as follows:

Apache County
Mr. Ferrin Crosby
Engineering Department
P.O. Box __238____
St. Johns, Arizona __85936____
Office (928) 337-7528
Fax (928) 337-2062

Navajo Nation
Mr. Garret Silversmith
Navajo Division of Transportation
P.O. Box 4620
Window Rock, Arizona 86515
Office (505) 371-8301
Fax (505) 371-8399

5. **Need for Materials, Supplies, Road Repair Activity and Project Planning Support.** The parties shall jointly agree on the materials and supplies required for the PROJECTS before each procurement is made. The COUNTY shall agree to the level and type of support it will provide to assist the NATION on the road repair activity. The COUNTY will provide project planning assistance and guidance in determining what materials and supplies are required. Additional project planning support may be provided by the COUNTY as requested by the NATION, but it is understood that the completion of the PROJECTS is the responsibility of the NATION and/or the Chapters which will benefit from the PROJECTS. If the COUNTY will be acting in any capacity other than that of a procurement agent in connection with a PROJECT, the NATION and/or Chapters shall provide such documentation as the COUNTY may reasonably require that the PROJECT roads are eligible for expenditures of COUNTY resources under the applicable Arizona statutes and constitutional provisions. Attachment B provides an acceptable format for the NATION to provide documentation of such eligibility. The NATION shall provide this document, duly executed, when projects require services in addition to procurement.

6. **Procurement Procedures.** Unless otherwise agreed in writing by the parties, all materials and supplies procured by the COUNTY pursuant to this IGA shall be procured in accordance with the Arizona Procurement Code and the Apache County Procurement Policy. Procurement shall include the delivery of the materials and supplies by the vendor to the site(s) where they are required.
7. **Payment to the COUNTY.**
 - A. The NATION shall advance funding for each PROJECT prior to any material being ordered. For materials, supplies, equipment and labor, the NATION shall pay the COUNTY for the actual cost and any directly related procurement expenses (newspaper ads, etc.) The COUNTY shall not charge the NATION any overhead or administrative expenses for procurement and project planning services under this IGA. If the advanced funds are not adequate to complete the PROJECT the NATION shall advance additional funds within 30 days after receipt of a written request by the COUNTY; the COUNTY shall have no obligation to continue with any PROJECT for which adequate funding has not been received.
 - B. Costs incurred before the finalization of this Agreement which are deemed reasonable, allowable, and allocable to performance of the Agreement as agreed to by the parties may be paid.
 - C. The COUNTY will provide a quarterly report showing expenditures against the advance.
 - D. Each quarterly report shall reference this IGA and the appropriate Attachment.
 - E. The COUNTY shall provide for strict accountability of all costs of materials, supplies, equipment and labor applied against the advance, shall maintain an accurate accounting of all PROJECT-related expenditures, and shall preserve such records for at least three (3) years following the final payment under this IGA. Copies of all correspondence, reports and invoices associated with this IGA shall be furnished to the NATION.
8. **No Surplus Funds.** Upon completion of each PROJECT and at the termination of this IGA, there shall be no surplus money on hand because all funds advanced will have been disbursed on PROJECT expenditures or returned to the NATION. The COUNTY shall refund surplus funds to the NATION 30 days after parties mutually agree a PROJECT is complete.
9. **Assignment.** The COUNTY shall not assign or transfer any interest in this IGA or assign any claims for reimbursement under this IGA without the prior written approval of the NATION. The COUNTY shall not assign any of its responsibilities under this IGA without the prior written approval of the NATION.
10. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the Apache County Board of Supervisors. This IGA shall terminate five (5) years after the date of the last signature.
11. **Amendment / Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of both parties.

12. **Termination.** Either party may terminate this IGA, or its participation in any PROJECT, upon written notice if the other party has failed to cure a default hereunder thirty (30) days after written notice of default from the non-defaulting party. Upon such termination, reimbursement, not covered by the advance, shall be made for materials and supplies procured and project planning support provided prior to the date of termination. Money advanced to the COUNTY but not spent or committed shall be refunded to the NATION prior to the date of termination.
13. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.
14. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.
15. **Other Terms and Conditions.**
- A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the NATION's public roads. The COUNTY's participation in this IGA is in the spirit of cooperation described in the MOU, and, except as expressly set forth herein, the COUNTY shall have no authority, responsibility or liability in connection with the PROJECTS or the roads that are the subject of the PROJECTS, including road deterioration as a result of road use.
 - B. Neither the NATION nor the COUNTY waives any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the NATION, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the NATION's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or shall be construed to create any right of action in any third party.
 - C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.
 - D. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.
16. **Dispute Resolution Procedures.** Any dispute arising out of or relating to this IGA shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 554(J) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration.

Notice of intent to invoke arbitration against the NATION shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 555.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION

Russell Begay, President

Date

APACHE COUNTY

Joe Shirley Jr. Chairman, Board of
Supervisors

Date

ATTEST:

Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.

County Attorney

Date

ATTACHMENT A

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N124 Aspen Loop Oak Springs, AZ	2007	TCDCMA-08-07	C01320.9024	\$ 300,174.00
	2015	RDCS-61-14	C01515.9024	306,504.00
Total				\$ 606,679.00

The allocated funds will be used for 10.7 miles of road improvement by culvert replacements, preparing the road by re-crowning, limestone and mag chloride application.

ATTACHMENT B

AMENDMENT NO. 1

(N-124 Aspen Loop C-402)

1. **Funding.** For the initial PROJECT as described in Attachment A, the NATION has set aside up to SIX HUNDRED SIX THOUSAND, SIX HUNDRED SEVENTY-NINE dollars (\$606,679.00) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

- 1.1 **Funding for Additional PROJECTS.** For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the Attachment describing that PROJECT

Scope of Work for N-124-Aspen Loop Road (C-402)

The following is the Apache County "Scope of Work" (SOW) for the construction project located along Apache County Road C-402 and BIA Route N-124 also known as Aspen Loop. The project limits are for approximately 10 miles along Aspen Loop consisting of the replacement or new installation of approximately 45 steel corrugated metal pipe (CMP) culverts as indicated in the NDOT "N124 Aspen Loop CMP Inventory" spread sheet date May 23, 2016 and attached maps titled "N124 Aspen Loop Aerial, Oak Springs Presentation", dated December 22, 2015.

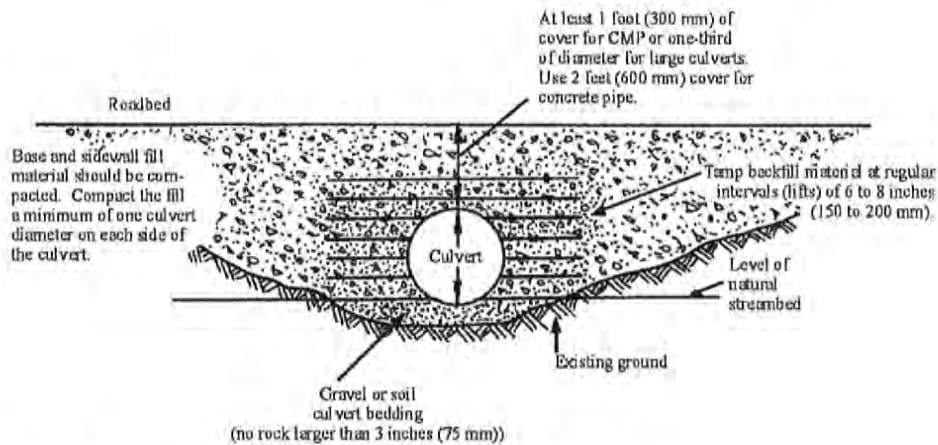
Corrugate culvert piping material will be provided to Apache County work forces during the construction phase. After the installation of the CMP's, the roadway geometrics will be shaped to a typical and or previous profile. The roadway surface material will be cut, rolled and compacted with supplied water. Aggregate gravel material (Limestone) will be placed on the compacted sub-grade material. Road stabilizer (Magnesium Chloride) will be applied to the roadway surface material which will bind the material allowing for stronger load bearing and dust control.

Scope of Work

Apache County will perform the following:

- County will install approx. 45 culverts of 48-inch diameter and less.
- County will transport bedding material (limestone) from St. Johns to the project sites
- County will provide the resources for the placement of water along the road for compaction
- County will provide Traffic Control along the project route
- Culvert trench excavation
- Culvert installation per NDOT culvert design
- Compaction of shading and sub-grade material surrounding culverts up to and including established grade surface
- Roadway profile reshaped to previous conditions
- Culvert backfilling per County specification as show below in Figure 1
- Limestone platting material will be provide, placed and transported by Apache County at the agreed upon price with NDOT
- County will provide transportation and placement of supplied water
- County will provide and apply Magnesium Chloride, at the agreed upon price to NDOT, over the length of the project when weather conditions warrant

Fig. 1 Cross Section View of Typical Culvert Installation



Apache County **will not** be responsible for the following:

- Survey staking (NDOT to provide survey staking w/off set laths indicating location and size of culverts w/inlet and outlet elevations as well as roadway profiles at road hazardous locations)
- Utility clearance to be completed by others
- Water Permits will be the responsibility of the Navajo DOT Project Management. The estimated water usage is 40,000 gallons
- Apache County will request the Navajo Nation Department of Roads provide delivery of culverts from the Chapter to the project site as needed
- No compaction testing or analysis
- Culvert inventory prior to start of construction

Timeline

The start of the project is dependent on obtaining the approved 404 & 401 permits by NDOT with the required CMP's to be delivered (by others) at or near the project site. Other considerations are the County's regular workloads this season, as well as any weather delays. The County anticipates the project could start as early as winter of 2017 and continue thru the Summer months of 2018.

Contacts

- Ferrin Crosby: Apache County Engineer, (928) 337-7528
- Dave Swietanski: Apache County Roads Manager, (928) 337-7505, C (928) 245-6658
- Rafael Lynch: Apache County Road Yard Foreman, (928) 688-2745, C (928) 587-1454

Aspen Loop Culverts

Stays	Reuse	Busted
-------	-------	--------

	Existing Culverts		Selected Design			Existing Culverts		Selected Design	
	No.	Size	No.	Size		No.	Size	No.	Size
DS1	1	24"	1	24"	DS38	1	18"	1	30"
DS2			1	54"	DS39	1	18"	1	24"
DS3	1	24"	1	24"	DS40			1	30"
DS4	1	24"	1	24"	DS41			1	24"
DS5	1	60"	2	72" ?	DS42	1	24"	1	24"
DS6	1	72"	4	96" ?	DS43			1	30"
DS7	1	24"	1	24"	DS44			1	24"
DS7B	1	24"	1	24"	DS45			1	24"
DS8	1	24"	1	30"	DS46			1	24"
DS9	1	24"	1	24"	DS47			1	24"
DS10	1	18"	1	18" ?	DS48			1	24"
DS11	1	18"	1	24"	DS49			1	24"
DS12			1	36"	DS50	1	24"	1	36"
DS13			1	24"					
DS14	1	24"	1	24"					
DS15	1	24"	1	24"					
DS16	1	30"	1	36"					
DS17			1	42"					
DS18	1	24"	1	24"					
DS19	1	24"	1	24"					
DS20			1	24"					
DS21	1	24"	1	24"					
DS22	1	72"	1	72"					
DS23	1	24"	1	24"					
DS24			1	24"					
DS25	1	48"	1	48"					
DS26	1	24"	1	24"					
DS27			1	24"					
DS28			1	24"					
DS29			1	24"					
DS30			1	24"					
DS31			1	24"					
DS32			1	24"					
DS33	1	48"	1	48"					
DS34			1	24"					
DS35	1	24"	1	24"					
DS36*			6	54" ?					
DS37			1	24"					
DS37B	1	24"	1	24"					

NOTES:

- * 8-10 locations may affect farm fields
- * 9 potential arch. conflicts
- * 45 culverts under 48"
- * DS36 possible low-water crossing

New Culverts			New Culverts		
	No.	Size		No.	Size
DS1			DS38	1	30"
DS2	1	54"	DS39	1	24"
DS3			DS40	1	30"
DS4	1	24"	DS41	1	24"
DS5	2	72" ?	DS42	1	24"
DS6	4	96" ?	DS43	1	30"
DS7			DS44	1	24"
DS7B			DS45	1	24"
DS8	1	30"	DS46	1	24"
DS9			DS47	1	24"
DS10			DS48	1	24"
DS11	1	24"	DS49	1	24"
DS12	1	36"	DS50	1	36"
DS13	1	24"			
DS14					
DS15					
DS16	1	36"			
DS17	1	42"			
DS18					
DS19					
DS20	1	24"			
DS21					
DS22	1	72"			
DS23					
DS24	1	24"			
DS25					
DS26	1	24"			
DS27	1	24"			
DS28	1	24"			
DS29	1	24"			
DS30	1	24"			
DS31	1	24"			
DS32	1	24"			
DS33					
DS34	1	24"			
DS35	1	24"			
DS36	6	54" ?			
DS37	1	24"			
DS37B					

TOTALS	
No.	Size
24	24"
4	30"
3	36"
1	42"
1 or 7	54"
0 or 2	72"
0 or 4	96"

TOTAL Still Needed	
No.	Size
23	24"
4	30"
3	36"
1	42"
1 or 7	54"
0 or 4	96"

*before looking to
chapter house supply

Actual Inventory		
24 in	30 ft	15
30 in	30 ft	4
36 in	20 ft	12
42 in	30 ft	6
54 in	20 ft	9
72 in	20 ft	11
72 in	10 ft	4
96 in	20 ft	15

*assume 30 ft minimum

Need to Order	
8	24"
0 or 2.5	54"

COST ESTIMATE

Mag Chloride - Applied

10.7 mile (5280)(24)/9(0.30)/184.5 per ton = 204 tons of Mag @ \$152./ton = **\$31,008**

Limestone Material (only)

4-inch (24)(10.7 miles)(127 lbs/cf)(5280)/2000 = 28,700 tons @ \$10/ton = **\$287,000**

Transportation of Limestone (90 miles one way to site)

28,700 tons of limestone material/22 ton per truck load = 1,305 truckloads x 90-miles loaded one way =
117,450 total miles x \$2.50 /mile = **\$293,635**

Estimated Total Cost \$611,643

NNDOT Funding \$606,679

Apache County to make up \$4,964 shortfall



Navajo Nation Environmental Protection Agency
P. O. Box 339, Window Rock, AZ 86515
Phone: 928-871-7690 • Fax: 928-871-7996



Russell Begaye,
President

Jonathan Nez,
Vice-President

December 22, 2017

Taft Blackhorse
Department of Project Management
Navajo Division of Transportation
P.O. Box 4620
Window Rock, AZ 86515

RE: Clean Water Act § 401 Water Quality Certification Award for Navajo Division of Transportation, County Road 402/N124, Aspen Loop Road, Oak Springs, Arizona (Certification ID No. 2016-0183WR)

Dear Mr. Blackhorse:

The Navajo Nation Environmental Protection Agency (Navajo EPA) has reviewed the above-referenced 401 Water Quality Certification Complete Application received on October 30, 2017. The Public Notice has ended, no comments were received, and therefore Bureau of Reclamation has been awarded for their 401 Certification project.

Apache County and Navajo Division of Transportation will be coordinating with one another to carry out the road improvement project to "Aspen Loop." The improvement consist of replacing culverts and installing new culverts, approximately 45 steel corrugated metal pipe(CMP) culverts will be installed. After the installations of the CMPs the roadway geometrics will be shaped to a typical and or previous profile. The roadway surface material will be cut, rolled and compacted with supplied water. Aggregate gravel material will be placed on the compact sub-grade material. Road stabilizer will be applied to the roadway surface material. The project will result in excavating and dredging activity total of 761 cubic yards. The total water body disturbance is 0.12 acres.

Your request for a 401 certification is hereby granted with the following conditions:

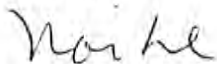
1. Navajo Division of Transportation, NDOT shall provide a copy of these Clean Water Act § 401 Water Quality Certification conditions to all appropriate contractors and subcontractors. NDOT shall ensure that these conditions are understood by all appropriate contractors and subcontractors. NDOT shall keep at copy of these conditions at the construction site where the workers may read it.
2. Erosion control and/or bank protection features (e.g., silt fences, straw bales, riprap, or mulching) shall be used, where appropriate, to minimize channel or bank erosion and soil loss. These features shall be maintained, as necessary, during pre-construction and construction periods. Denuded areas shall be revegetated as soon as possible with native plants and seed.
3. Earthen fill placed in locations subject to scour shall contain no more than ten percent (10%) of particles finer than 0.25 mm diameter (passing a No. 60 sieve, on a dry weight basis).
4. Upon completion of construction, the work area shall be restored to maintain the stability of upstream and downstream segments of the impacted surface water bodies listed above with respect to erosion and sedimentation.
5. NDOT is responsible for ensuring construction material and/or fill, placed within the ordinary high water mark (OHWM), is free from substances (including fines that may be associated with rip-rap material) that can cause or contribute to pollution of a surface water.
6. Debris (such as soil, silt, sand, rubbish, cement, asphalt, oil or petroleum products, organic materials, tires or batteries) derived from construction activities shall not be deposited at any site where it may be washed into Water of the United States and shall be properly disposed of after completion of the NDOT is responsible for ensuring construction material and/or fill, placed within the ordinary high

7. NDOT shall have a spill containment plan to ensure that pollutants are contained, removed and properly disposed of. In addition, equipment maintenance shall be performed at an upland site away from Waters of the Navajo Nation.
8. Runoff and seepage from alterations of the natural environment into the impacted surface water bodies listed above shall not cause a violation of Navajo Nation Surface Water Quality Standards.
9. Construction materials, including concrete, asphalt, and piping, shall consist of materials that do not leach pollutants into surface or ground waters. Activities shall be conducted and monitored to ensure that pollution from concrete formation and equipment washing does not drain into surface or ground waters.
10. At completion, all construction residues, equipment and non-native materials shall be removed from and properly disposed of outside the 100-year floodplain.
11. Stockpiles of construction materials shall be stored outside of jurisdictional waters.
12. No discharge of process water, material processing residue, wastewater or other residual material is authorized within jurisdictional waters.
13. Flows shall be diverted around work operations or the work shall be performed during low water conditions when the area is naturally dewatered. When there is water flow within the construction area, construction activity shall cease and construction equipment relocated outside the watercourse.
14. Photographic documentation before the project commences and after the project is completed shall be submitted to Lee Anna Martinez-Silversmith at Navajo EPA.

This certification is approved with the understanding that the subject activities are consistent with the terms, conditions, and regional conditions of the United States Army Corps of Engineers (USCOE) Nationwide Permit Program. If there are any substantive changes in the proposed project that may affect water quality, the applicant shall notify our office. Failure to do so will result in revocation of this certification. This certification is valid for the period specified in the USCOE Nationwide Permit Regulations (33 CFR Part 330). If for some reason the USCOE permit is revoked, suspended or modified, this certification may also be revoked, suspended or modified.

If you have any further questions regarding this certification, please contact our office at 928-871-7700.

Sincerely,



Ronnie Ben
Department Director
Surface and Groundwater Protection Department
Navajo Nation Environmental Protection Agency

cc: Gil Arviso, Apache County-Ganado
Ferrin Crosby, Apache County-Show Low
File

BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: N124 (Aspen Loop Road) Culvert Replacement

DESCRIPTION: The Navajo Division of Transportation (NDOT) proposes to replace a total of 37 culverts on N124.

LOCATION: BOP: 670190E 3924760N EOP: 672290E 3935510N, Oak Springs, Apache County, Arizona

REPRESENTATIVE: Verna Tsosie, Environmental Specialist, NDOT

ACTION AGENCY: NDOT

B.R. REPORT TITLE / DATE / PREPARER: Requets for Biological Clearance/11 OCT 2011/Verna Tsosie

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3. FONSI issued on 20 OCT 2006.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: [1] Avoid the Migratory Bird breeding season of 15 APR-15 AUG.

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/28 OCT 2011

COPIES TO: (add categories as necessary)

☐ _____ ☐ _____

2011 NOV 4 PM 5:18
 NAVAJO DIVISION
 OF TRANSPORTATION
 ADMINISTRATION

2 NTC § 164 Recommendation:

Signature

- ☒ Approval
- ☐ Conditional Approval (with memo)
- ☐ Disapproval (with memo)
- ☐ Categorical Exclusion (with request letter)
- ☐ None (with memo)

Vila Willetts

Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife

***I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.**

Representative's signature

Date

THE NAVAJO NATION



BEN SHELLY PRESIDENT
REX LEE JIM VICE PRESIDENT

MEMORANDUM

TO : Viola Willetto, Wildlife Manager
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

FROM : 
Kevin Gleason, Wildlife Law Enforcement Manager
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

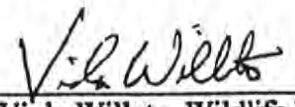
DATE : November 01, 2011

SUBJECT : DELEGATION OF AUTHORITY

I will be out in the field and I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective 8:00 a.m. on Wednesday, November 02, 2011. This delegation shall end at 5:00 p.m. on Wednesday, November 02, 2011.

Your authority will cover the review and signing off of all routine documents pertaining to the Department of Fish and Wildlife, except for issues that you feel should have the attention of the Director.

ACKNOWLEDGEMENT:


Viola Willetto, Wildlife Manager
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

xc: Frederick H. White, Executive Director, DNR

2011 NOV 4 PM 5 09
NAVAJO DIVISION
OF TRANSPORTATION
ADMINISTRATION



United States Department of the Interior

Bureau of Indian Affairs
Navajo Region
P. O. Box 1060
Gallup, New Mexico 87305



MC 620: Division of Environmental, Cultural & Safety Management

Mr. Joe Shirley, Jr.

President, The Navajo Nation

Attention: Gene Martinez, Senior Programs & Projects Specialist, Navajo Nation Department of Transportation, Division of Community Development



Dear President Shirley:

The Environmental Assessment (EA), EA-06-077 for the proposed Improvements to 10.07 Miles of Navajo Route 124 (N124), also known as Aspen Loop Road, located east of Oak Springs, Apache County, Arizona, has been reviewed in the Division of Environmental, Cultural and Safety Management, Navajo Regional Office. A Finding of No Significant Impact (FONSI) has been determined for the proposed action which will not have a significant impact on the quality of the natural and human environment. An environmental impact statement for the road improvement project is not required.

If you have questions, you may contact Ms. Harilene Yazzie, Regional NEPA Coordinator, at (505) 863-8287.

Sincerely,


Acting Regional Director, Navajo

Enclosure

cc: Gene Martinez, Navajo Department of Transportation, The Navajo Nation, P.O. Box 4620, Window Rock, AZ 86515

**FINDING OF NO SIGNIFICANT IMPACT
ENVIRONMENTAL ASSESSMENT DOCUMENT, EA-06-077
IMPROVEMENTS TO 10.07 MILES OF NAVAJO ROUTE 124 (N124)**

**NAVAJO NATION DEPARTMENT OF TRANSPORTATION & BUREAU OF INDIAN
AFFAIRS, NAVAJO REGION, DEPARTMENT OF TRANSPORTATION**

**Location: Surrender Canyon, AZ & Hunters Point, AZ, Quadrangles, USGS 7.5-Minute Series
Maps**

BOP: UTM Zone 12, N3924760, E670190

EOP: UTM Zone 12, N3935510, E672290

Oak Springs, Apache County, Arizona

The proposed action is approval of a right-of-way (ROW) grant by the Bureau of Indian Affairs (BIA) for improvements to 10.07 miles of the existing Navajo Route 124 (N124), also known as Aspen Loop Road, in Oak Springs, Apache County, Arizona. Proposed improvements will consist of realigning the existing ROW, cutting, filling/backfilling and grading, installation and/or replacement of culverts, and paving the road surface. The roadway to be improved is 10.07 miles long and 300 feet wide encompassing approximately 366.2 acres of Navajo Tribal Trust land. The project begins at the intersection of N124 and N12 south of the Oak Springs Chapter House, proceeds north paralleling the Black Creek Wash toward Aspen Canyon, loops around the east uplands of Oak Springs community and eventually ends back at N12 south of Hunters Point. The project is sponsored by the Navajo Nation Department of Transportation, P.O. Box 4620, Window Rock, Arizona 86515, and the BIA, Navajo Region, Department of Transportation, P.O. Box 1060, Gallup, New Mexico, 87305.

The environmental assessment (EA) was reviewed in the Division of Environmental, Cultural and Safety Management, Navajo Regional Office. Based on the environmental assessment, and the mitigation measures specified in the document, it is determined that the proposed project will not have a significant impact on the natural and human environment. Therefore, in accordance with the National Environmental Policy Act, Section 102 (2) (C), an environmental impact statement will not be required.

The following references, incorporated in the environmental assessment, serve as the bases for this decision:

1. Agency and public involvement was solicited, and environmental issues relative to the proposed project were identified. Alternative courses of action and mitigation measures were developed in response to environmental concerns and issues.
2. The EA disclosed the environmental consequences of the proposed action and two potentially viable alternatives including the "no action" alternative.
3. In compliance with the Endangered Species Act, informal consultation was held with the Navajo Department of Fish and Wildlife (NDFW), Natural Heritage Program (NHP). The NDFW provided a list of species of concern either known to occur on or near the project site(s), or having the potential to occur on the *Hunter's Point, AZ-NM & the Surrender Canyon, AZ*, USGS 7.5-minute quadrangles containing the project boundaries (Appendix C-June 13, 2005, Consultation Letter). Doug Loebig, biologist with Múukui-ci Cultural and Environmental Services (MCES), surveyed the proposed project site on September 29 and October 5, 6, 7, and 17, 2005. The project area was examined by walking parallel, zig-zag transects. Project boundaries and significant biological locations were plotted with GPS equipment. The proposed improvements to N124 should have no effect to listed species. It is recommended that construction activities be strictly confined to the non-breeding season (September through March). If construction work cannot be confined to the existing road in all riparian zones and Bio Locations 1 through 8, additional consultations with the NDFW biologists and species-specific surveys shall be conducted during the appropriate season where sensitive species habitat modification is anticipated (Appendix D-Biological Assessment).

13. Cumulative and secondary effects on soil, water, air, noise, vegetation, cultural resources, and wildlife resources (species and habitat) were considered, and the proposed mitigation measures were found to be acceptable. The contractor shall reclaim all disturbed areas within the right-of-way according to recommendations provided by the Navajo Nation Department of Agriculture (Appendix G).

14. In accordance with Executive Order 12898 on Environmental Justice, impacts to minority and low-income populations and communities have been considered by the Regional NEPA Coordinator, as have impacts to Indian Trust Resources.

The proposed action will result in an improved, safe, road for school buses, public service vehicles, and local community members living in the area commuting to work as well as those traveling for pleasure, especially during inclement weather.


Regional NEPA Coordinator

10/20/06
Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY").

WHEREAS, by the adoption of Resources and Development Committee Resolutions the NATION has previously approved road maintenance projects for certain public roads within Apache County and the Navajo Nation and may from time to time approve additional such projects (all such projects to be collectively referred to herein as the "PROJECTS"); and

WHEREAS, the NATION is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads and pipelines; and

WHEREAS, the COUNTY is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the NATION and the COUNTY have previously entered into a Memorandum of Understanding dated December 16, 2014 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

WHEREAS, consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete the PROJECTS, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in road repair activity for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions,

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purpose.** The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the PROJECTS; providing project planning assistance to the Nation and the Chapters in connection with the PROJECTS; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for PROJECTS which are eligible for such activities by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION. The Statement of Work (SOW) is described in Attachment A for additional information. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION.

Unless otherwise agreed to in writing, the COUNTY shall have no responsibility for the maintenance or repair of any work done pursuant to this Agreement after the completion of a PROJECT.

- 1.1 **Initial and Additional PROJECTS.** The initial PROJECT is described in Attachment A hereto. From time to time, the parties may agree to additional PROJECTS, each such additional PROJECTS to be described in a separate Attachment to be appended to this IGA with the written approval of the authorized representatives of both parties. Any such additional PROJECT shall be governed by the terms of this IGA.

2. **Funding.** For the PROJECT as described in Attachment B, the NATION has set aside up to One hundred, ninety-two thousand, four hundred, ninety-one dollars and seventy-seven cents dollars

(\$192,491.77) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

2.1 Funding for Additional PROJECTS. For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the Attachment describing that PROJECT.

3. **Appropriations.** The NATION warrants that the sum referenced in Section 2 above has been set aside in the Navajo Nation Road Fund and/or General Fund allocations for the purposes set forth in Section 2 and Attachment B.

4. **Key Officials.** The key officials for each party are as follows:

Apache County
Mr. Ferrin Crosby
Engineering Department
P.O. Box 238
St. Johns, Arizona 85936
Office: (928) 337-7528
Fax: (928) 337-2062

Navajo Nation
Mr. Garret Silversmith
Navajo Division of Transportation
P.O. Box 4620
Window Rock, Arizona 86515
Office: (505) 371-8301
Fax: (505) 371-8399

5. **Need for Materials, Supplies, Road Repair Activity and Project Planning Support.** The parties shall jointly agree on the materials and supplies required for the PROJECTS before each procurement is made. The COUNTY shall agree to the level and type of support it will provide to assist the NATION on the road repair activity. The COUNTY will provide project planning assistance and guidance in determining what materials and supplies are required. Additional project planning support may be provided by the COUNTY as requested by the NATION, but it is understood that the completion of the PROJECTS is the responsibility of the NATION and/or the Chapters which will benefit from the PROJECTS. If the COUNTY will be acting in any capacity other than that of a procurement agent in connection with a PROJECT, the NATION and/or Chapters shall provide such documentation as the COUNTY may reasonably require that the PROJECT roads are eligible for expenditures of COUNTY resources under the applicable Arizona statutes and constitutional provisions.

6. **Procurement Procedures.** Unless otherwise agreed in writing by the parties, all materials and supplies procured by the COUNTY pursuant to this IGA shall be procured in accordance with the Arizona Procurement Code and the Apache County Procurement Policy. Procurement shall include the delivery of the materials and supplies by the vendor to the site(s) where they are required.

7. **Payment to the COUNTY.**

A. The NATION shall advance funding for each PROJECT prior to any material being ordered. For materials, supplies, equipment and labor, the NATION shall pay the COUNTY for the actual cost and any directly related procurement expenses (newspaper ads, etc.). The COUNTY shall not charge the NATION any overhead or administrative expenses for procurement and project planning services under this IGA. If the advanced funds are not adequate to complete the PROJECT the NATION shall advance additional funds within 30 days after receipt of a written request by the COUNTY; the COUNTY shall have no obligation to continue with any PROJECT for which adequate funding has not been received.

B. Costs incurred before the finalization of this Agreement which are deemed reasonable, allowable, and allocable to performance of the Agreement as agreed to by the parties may be paid.

C. The COUNTY will provide a quarterly report showing expenditures against the advance.

D. Each quarterly report shall reference this IGA and the appropriate Attachment.

- E. The COUNTY shall provide for strict accountability of all cost of materials, supplies, equipment and labor applied against the advance, shall maintain an accurate accounting of all PROJECT-related expenditures, and shall preserve such records for at least three (3) years following the final payment under this IGA. Copies of all correspondences, reports and invoices associated with this IGA shall be furnished to the NATION.
8. **No Surplus Funds.** Upon completion of each PROJECT and at the termination of this IGA, there shall be no surplus money on hand because all funds advanced will have been disbursed on PROJECT expenditures or returned to the NATION. The COUNTY shall refund surplus funds to the NATION 30 days after parties mutually agree a PROJECT is complete.
9. **Assignment.** The COUNTY shall not assign or transfer any interest in this IGA or assign any claims for reimbursement under this IGA without the prior written approval of the NATION. The COUNTY shall not assign any of its responsibilities under this IGA without the prior written approval of the NATION.
10. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the Apache County Board of Supervisors. This IGA shall terminate four (4) years after the date of the last signature.
11. **Amendment/Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of both parties.
12. **Termination.** Either party may terminate this IGA, or its participation in any PROJECT, upon written notice thirty (30) prior to the effective date of termination. Upon such termination, reimbursement, not covered by the advance, shall be made for materials and supplies procured and project planning support provided prior to the date of termination. Money advanced to the COUNTY but not spent or committed shall be refunded to the NATION prior to the date of termination.
13. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.
14. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.
15. **Other Terms and Conditions.**
- A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the NATION's public roads. The COUNTY's participation in this IGA is in the spirit of cooperation, and except as expressly set forth herein, the COUNTY shall have no authority, responsibility or liability in connection with the PROJECTS or the roads that are the subject of the PROJECTS, including road deterioration as a result of road use.
- B. Neither the NATION nor the COUNTY waives any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the NATION, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the NATION's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or shall be construed to create any right of action in any third party.

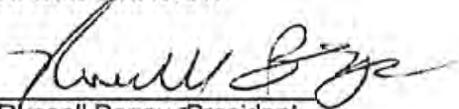
- C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.
- D. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.

16. **Dispute Resolution Procedures.** Any dispute arising out of or relating to this IGA shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 554(J) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration.

Notice of intent to invoke arbitration against the NATION shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 555.

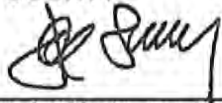
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION


Russell Begay, President

3/2/18
Date

APACHE COUNTY

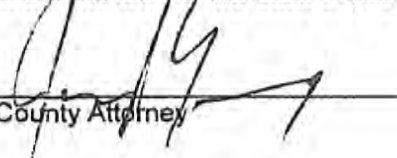

Joe Shirley Jr. Chairman, Board of Supervisors

10/10/17
Date

ATTEST:


Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.


County Attorney

10/11/2017
Date

ATTACHMENT A**PROJECT DESCRIPTION:**

The project location is on the Navajo Nation within the Kin Dah' Lichi'i Community. This Statement of Work pertains to Kin Dah' Lichi'i Olta' School Road Improvement Project a partnership between the Navajo Division of Transportation (Navajo DOT) and Apache County District 2 (District 2) for road improvements. These routes are major community use roads by school buses, emergency vehicles, and other residential vehicles. The project consist of 1.6 miles in length from U.S. Hwy. 264 north and roads surrounding the public school. The project includes road improvements involving grading, drainage and soil stabilization of existing routes. Route N-9252 is a total of 1.6 miles, N-203 is 3 miles to C-423 which is 1.5 miles to N-39 and N-9252 for a total of 6.2 miles of possible road improvements for this project. To implement a road improvement plan, it would really benefit the community, the school, staff and the transporting the children to school on a daily basis.

The Kin Dah' Lichi'i Olta' School is located three (3) miles east of the Kin Dah' Lichi'i Chapter. In 1998, the new replacement school was constructed to serve 250 students from grades Kindergarten to 6th grade. One of the bus routes, N-9252 extends from N-39, C-423 and N-203 toward the east from the top of the hill from the old school, however, this route is currently not being used by school buses due to a dangerous turn-off from the main route. Buses are going around Hwy 264 using N-203 and entering from the old Cross Canyon Store.

ATTACHMENT B

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N-203 & N-9252 Kin Dah Lichi'i Olta' Sch.	2017 - 2018	CS-53-17	121004.9024	\$ 192,491.00
Total				\$ 192,491.00

- Estimate is subject to changes with unforeseen changes and unforeseen conditions of Scope of Work with approval of the Project Manager and Construction Manager

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: 03/26/2018 *Issue Request for Terrain Crosby*

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 Update to Safety Boot and Prescription Eye Protection Program

BOS Meeting Date Requested 04/03/2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: *Got Young Approval County Atty Office attached*

Signature:

Finance Review:

Signature: *[Signature]*

Human Resources Review: *n/a*

Signature:

Other Review:

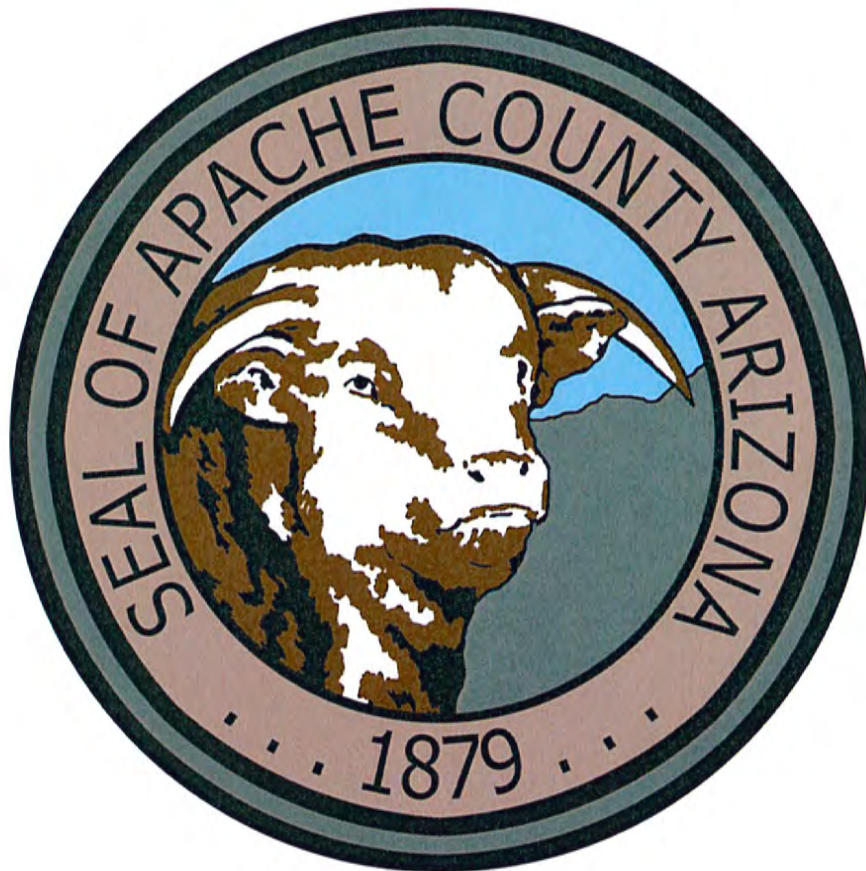
Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

RP

APACHE COUNTY
Safety Boots
&
Prescription Eye Protection
Program



Apache County Safety Boots Program

Purpose:

The purpose of this program is to enhance the current employee Injury and Illness Prevention Program by providing superior quality protective footwear, which meets or exceeds the current OSHA §3380 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards.

Scope:

All employees in the job classifications noted in "Attachment A" are required to wear authorized and approved quality protective safety footwear.

Policy:

- a. Employees are required to wear safety boots at all times while working in areas requiring safety footwear. These areas are determined by the department head or foreman. Any construction site equipment shop or material pit is deemed one of these areas. All other areas will be at the discretion of the foreman or department head. Employees shall ensure that their safety shoes are in safe working order (shoes with exposed steel cap no longer provide the safe protection they were designed for.)
- b. Employees will be required to acquire safety boots before working in areas where the use of safety boots is mandatory.
- c. Employee's failure to acquire the protective footwear within the prescribed timelines or failure to wear the footwear while at work, may subject the employee to disciplinary action up to and including termination.
- d. Foreman/department heads are required to ensure that new employees with job classifications in "Appendix A" have been provided with the safety boots program requirements and have both the foreman/ department head and employee shall sign an affidavit that the employee has received such. Once this affidavit is signed the employee is approved for safety boots purchase/reimbursement allowance by being placed on the approved Safety Boots purchase list that will be updated Bi-annually. Foremen/Department heads shall provide periodic safety boots information to all employees whose job classification appears on "Appendix A".

- e. Each Department shall be responsible for the implementation and funding of the Safety Boots Program.
- f. The County shall not pay for shoes that do not meet the Safety Boots requirements.
- g. Medical waivers for foot protection are not acceptable except for temporary conditions as certified by a medical practitioner licensed by the state of Arizona.
- h. Employees need to be made aware that the up to \$200 allowance for the Safety Boots purchase will be included on all IRS W-2 forms as reportable taxable income and are liable for any and all taxes incurred for such safety boots reimbursements.
- i. In the event an employee leaves county employment within a year of the program benefit the employee will reimburse the county on a prorated basis starting from the purchase date of the footwear to the one year anniversary of the purchase. For example $(\text{cost of the footwear}) \times ((365 - \text{days in employment})/365)$. County funds to be reimbursed by employees leaving service prior to the one year mark will be deducted from the last payroll check.

Procedures:

The use of authorized safety boots is **mandatory** for all County field and shop personnel identified in "Attachment A".

The Safety Boots shall be rated as: ASTM F2413 05 (M/F) I/75 C/75 (ST EH) 6" height or greater, and be leather or composite material with a supported heel, steel toe or composite toe caps.

Suede material and wedge soles will not be authorized or approved.

Within thirty calendar days after employment with Apache County, employees that meet the criteria on "Attachment A" list will be required to obtain safety boots as required in the Safety Boots Program. Discounted group prices currently have been negotiated with the vendor listed below.

- **LeHigh Outfitters**
- **ALLRED'S Western & Casual Wear**
- **Boot Barn**

The current dollar value of the safety boots purchase/reimbursement allowance is \$200.00. All vendors must provide boots that meet the ASTM/ANSI requirements. Employees will be liable for additional cost exceeding the stated allowance amount. Employees may purchase outside of the negotiated vendor list as long as it meets the safety boots rating described above however, if an employee's purchases outside of the listed vendor, the employee will pay 100% of the cost of the approved safety boots and request a reimbursement check from County finance up to the allowance amount of \$200.00, any additional cost exceeding the safety boots allowance amount will be paid by the employee and is not considered taxable or reimbursable. All repairs and returns to the boots vendors will be the responsibility of the employees.

Thereafter, employees will be placed on the annual vendor purchase list from their foreman/department head, normally 12 months after their first safety boots was purchased. (One pair of safety boots every year will be issued). Foreman/Department head will check off the approved safety boots list and verify the employee's name and employee number thus ensuring that employees did not purchase boots less than 12 months prior when requesting safety boots allowance. With the exception of extraordinary work related circumstances authorized in writing by their foreman/department head, replacement or repair of the safety boots within that year period will be the responsibility of the employee.

The Foreman/Department head must evaluate, on a case-by-case basis, employee requests for special footwear or exemption to this program. Medical certification from the employee's treating physician is required for each such requested exemption. The treating physician must provide an assessment of viable footwear alternatives that ensure the safe protection of the employee. The County Public Works Director, Highway Superintendent/Roads Manager, or Department Head will have the final approval of authorized alternative footwear. The employee will be responsible for additional costs above the original dollar value of the original county issued safety boots allowance.

Prescription Safety Eyewear Policy

Purpose:

The purpose of this program is to enhance the current employee Injury and Illness Prevention Program by providing superior quality prescription safety protective eye wear, which meets or exceeds the current OSHA §1917.3 Standard, ASTM (ANSI) Z87.1-2010 or CFR 1926.102 Standards.

Policy:

Employees who are assigned duties which are potentially hazardous to the eyes are required to wear safety eyewear. Potential eye hazards include operations that:

- a. Produce flying particles, such as those created when using machining equipment or portable power tools.
- b. Involve the handling of hazardous liquids, for examples, chemicals, or where there is a potential for a chemical splash hazard.
- c. Involve exposure to intense light, such as working with welding equipment.
- d. Produce an electric arc or molten metal by welding or brazing.
- e. Involve potential exposure to electrical arc flash.
- f. Use pressure systems, such as compressed air or hydraulic systems.

Eligibility:

- a. The employee must be a regular employee in a full or part-time allocated position and eligible for County benefits.
- b. The employee's job duties must require safety eyewear in order to perform his/her employment responsibilities.

Procedure:

- a. Departments will provide and pay for safety eyewear meeting the requirements of ANSI Z87.1
- b. The County will provide an allowance for prescription safety eyewear for employees who are required to wear safety eyewear in order to perform his/her employment responsibility and also require vision corrections
- c. Employee is responsible for obtaining their vision prescription. They can use their own health care vision program or flex spending program if available, or their own money.
- d. Reimbursement of 100% of cost up to \$140 maximum for prescription safety eyewear (including cost associated with fitting and dispensing fees).
- e. Employees are eligible for an allowance once every 12 month period.
- f. Employees can use any vision provider to obtain prescription safety eyewear.
- g. Employees must get ANSI Z87.1 prescription safety eyewear.
- h. Employee must save receipt and submit completed and signed "Request for Reimbursement" form to Employee Resources Department (Appendix A).

Replacement for Damaged Prescription Safety Eyewear:

- a. Repair/replacement will be provided if employee has a workplace accident/injury which entitles the employee to medical treatment or payment of compensation. If an employee merely slips and prescription safety eyewear drops to the floor and breaks, but no personal injury results to the employee, there will get no reimbursement for damage to safety eyewear; unless employee has not received an allowance during the past 12 month period.

Attachment A

Classifications Affected by the Apache County Safety Boots Program

Occupational Job Classes	Class Code	Department
County Engineer	13001	Engineering
Sr. Project Engineer	13027	Engineering
Highway Superintendent	13002	Engineering
Civil Engineering Aide I	13003	Engineering
Civil Engineering Aide II	13004	Engineering
Civil Engineering Aide III	13005	Engineering
Publics Works Foreman I	13007	Engineering
Publics Works Foreman II	13008	Engineering
Road Maintenance Worker I	13009	Engineering
Road Maintenance Worker II	13010	Engineering
Road Maintenance Worker III	13011	Engineering
Operations Manager	13012	Engineering
Field Operations Manager	13013	Engineering
Equipment Mechanic I	13014	Engineering
Equipment Mechanic II	13022	Engineering
Equipment Mechanic III	13023	Engineering
Automotive Mechanic I	13015	Engineering
Automotive Mechanic II	13024	Engineering
Automotive Mechanic III	13025	Engineering
Crusher Operator II	13026	Engineering
Crusher Operator III	13028	Engineering
Shop Foreman	13016	Engineering
Automotive Part Clerk	13017	Engineering
Roads Inspector	13018	Engineering
GIS Program Technician	13019	Engineering
Civil Engineering Technician I	13020	Engineering
Civil Engineering Technician II	13021	Engineering
Roads Manager	13027	Engineering
Hazard Fuels Mitigation Manager	703	Engineering
Admin. Coordinator	18002	*Office & Amin Support
Executive Asst.	18003	*Office & Amin Support
Office Manager	18004	*Office & Amin Support
Admin Asst. I	18023	*Office & Amin Support
Admin Asst. II	18028	*Office & Amin Support

Admin Asst. III	18029	*Office & Amin Support
Manager, Communications	601	Communications
Technician, Senior	602	Communications
Technician	603	Communications
Grants Manager	207	Finance
Director, Building & Maint.	3001	Building, Maint. & Grounds
Inmate Super, Facilities & Const	3010	Building, Maint. & Grounds
Supervisor, Facilities & Const	3002	Building, Maint. & Grounds
Facilities & Const Worker I	3006	Building, Maint. & Grounds
Facilities & Const Worker II	3005	Building, Maint. & Grounds
Facilities & Const Worker III	3004	Building, Maint. & Grounds
Custodian	3007	Building, Maint. & Grounds
Groundswoker	3008	Building, Maint. & Grounds
Custodian/Grounds worker	3009	Building, Maint. & Grounds
Building Official	4002	Planning & Zoning
Enforcement Officer	4005	Planning & Zoning
Building Inspector I	4009	Planning & Zoning
Building Inspector II	4008	Planning & Zoning
Building Inspector III	4007	Planning & Zoning
Wildlife Mitigation Coordinator	4010	Planning & Zoning
Environmental Health Coord.	14005	Public Health
Health Sanitation Aide	14013	Public Health
Div. Mgr. Environmental Health	14014	Public Health
District Supervisors (D1,D2,D3)	9999	Board of Supervisors
District Manager (D1, D2,D3)(Roads)	702	Economic Development
County Manager	301	County Manager
Property Appraiser I	104	Assessor
Property Appraiser II	105	Assessor
Property Appraiser III	106	Assessor
Appraiser Apprentice	114	Assessor
Technical services Coordinator	9011	Adult Probation

*These Positions are eligible for the Safety Boots Program and are determined by the foremen/department heads discretion and is required. These positions must demonstrate a need for foot protection.

Tamie Herrick

From: Ferrin Crosby
Sent: Monday, March 26, 2018 2:35 PM
To: Tamie Herrick
Subject: Fwd: Revised Boot Policy

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Joe Young <jyoung@apachelaw.net>
Date: 3/15/18 10:22 AM (GMT-07:00)
To: Ferrin Crosby <cfcros@co.apache.az.us>, Michael Whiting <whiting@frontiernet.net>, Ryan Patterson <rpatterson@co.apache.az.us>, Patrick Sandoval <psandoval@co.apache.az.us>, Gabriel Freeland <gfreeland@co.apache.az.us>
Subject: RE: Revised Boot Policy

I don't see any reason to change the policy based on these concerns. These types of benefits can always involve tax benefits, and the provision included notifies the employee this and they can handle it as they see fit.

From: Ferrin Crosby [mailto:cfcros@co.apache.az.us]
Sent: Thursday, March 15, 2018 8:48 AM
To: Joe Young; Michael Whiting; Ryan Patterson; Ferrin Crosby; Patrick Sandoval; Gabriel Freeland
Subject: Fwd: Revised Boot Policy

Joe,
Can you clarify the point Travis makes.
Thanks
Ferrin

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Travis Simshauser <tsimshauser@co.apache.az.us>
Date: 3/15/18 11:16 AM (GMT-05:00)
To: Ferrin Crosby <cfcros@co.apache.az.us>, Gabriel Freeland <gfreeland@co.apache.az.us>, Patrick Sandoval <psandoval@co.apache.az.us>, Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Re: Revised Boot Policy

Looking over this the only issue I see at this time is holding the employee responsible for taxes as income. We require these as part of their employment in the work areas described and provide them allowance/reimburshment. therefore I believe it to be safety equipment provided by the county (only

difference is it takes the time and resources of us ordering/physically buying the safety item and puts it in the hands of the employee) and therefore the employee should not be held responsible for showing this as taxable income. Just my thoughts, any comments, questions or concerns feel free to contact me.

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Ferrin Crosby <cfcros@co.apache.az.us>

Date: 3/15/18 09:02 (GMT-07:00)

To: Gabriel Freeland <gfreeland@co.apache.az.us>, Patrick Sandoval <psandoval@co.apache.az.us>, Travis Simshauser <tsimshauser@co.apache.az.us>, Ryan Patterson <rpatterson@co.apache.az.us>

Subject: Fwd: Revised Boot Policy

FYI

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Dave Swietanski <dswietanski@co.apache.az.us>

Date: 3/15/18 10:52 AM (GMT-05:00)

To: Ferrin Crosby <cfcros@co.apache.az.us>

Subject: Revised Boot Policy

FYI - Rough draft....

Dave Swietanski
Apache County Engineering
Sr. Project Engineer
Office - (928) 337-7505
Cell - (928) 245-6658
75 Cleveland Ave.
St. Johns, AZ 85936



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Malena Bazarro, Economic Development, District 3

Date/Signature: 3/26/2018

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

Review and adoption of the Fair Housing Proclamation and Resolution declaring April as Fair Housing Month in Apache County. This item meets the requirement by Department of Housing for communities receiving CDBG, Community Development Block Grant, funds.

//BOS Meeting Date Requested April 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 _____

Beth Bond

From: Malena Bazurto
Sent: Tuesday, March 27, 2018 9:21 AM
To: Beth Bond
Subject: Fair Housing Item for April
Attachments: Fair Housing ProcRes2018.pdf

FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I Alton Joe Shepherd, Chairman of the Board of Apache County, do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Signature

Title

Signed this _____ day of _____, _____

FAIR HOUSING RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors hereby wish all persons living, working, doing business in or traveling through this County to know that:

discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Apache County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin;

and within available resources Apache County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

that Apache County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that Apache County shall undertake the following actions to additionally "affirmatively further fair housing:"

Post this Resolution in Apache County Community Buildings.

Make fair housing and housing discrimination information available to the citizens of Apache County.

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON
THIS ____ DAY OF APRIL 2018.

Chair of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Clerk of the Board

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 of a resolution delegating the Clerk of the Board, the approval of Special Event Liquor Licenses and Temporary Premises Extension/Patio Permit applications.

BOS Meeting Date Requested 2/6/18

PRE-AGENDA ITEM REVIEW

Legal Review: see previous agenda form

Signature _____

Finance Review: n/c

Signature _____

Human Resources Review: n/c

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials RP

Supervisors,

The Arizona Department of Liquor Licenses and Control are looking to streamline the process to expedite the special event licenses which do not require posting of the property or a public hearing. The State initiated this request (see attachment) for all counties to move toward allowing the Clerk of the Board in each county authority to approve special event licenses. Prior to the Clerk of the Board's approval, the Sheriff's Office, Community Development and the Health Department will review the application. This will help facilitate the process in a timelier manner for the applicant.

Thank you,

Beth Bond

State of Arizona
Department of Liquor Licenses and Control

Industry Notice

April 10, 2017

Local Governing Bodies

The Department of Liquor Licenses and Control has received several inquiries regarding the approval process for cities, towns and counties as it relates to special events, fair/festival licenses and extension of premise. It has been an accepted practice for cities, towns and counties to have a designee sign the approval for special events, fair/festival licenses and extension of premise.

With the implementation of the Governors mission to move at the speed of business, we are working to streamline processes for our customers. Arizona Revised Statute 4-203.02; Special Event Licenses, 4-203.03; Wine Festival License, and 4-205.11; Craft Distiller Festival License, clearly states it must go to the local governing body, but it does not indicate it has to be heard by public hearing.

The board of supervisors of a county, and/or the governing body of the city or town may adopt procedures or guidelines for application approval that allows a designee to approve these applications.

Currently, it is common practice for local governments to have more than one person authorized to approve these applications, which is usually the city clerk and/or asst. city clerk, the police chief, or an assigned law enforcement officer authorized to sign off on the application. Multiple people are used due to their area of expertise and to ensure timely review of the application.

It is recommended that the County Board of Supervisors or Local Governing Body have a resolution or written process that has been approved to ensure a fair and equitable application process.

The Department of Liquor Licenses and Control supports the decision by the Local Governing Body or County Board of Supervisors to have a designee to process these applications in a timelier manner. Currently we advise our customers needing to submit these applications to the cities, towns, or counties do so 45-60 days in advance. We would like to cut that time down to 30 days in order to serve our customers at the speed of business. Implementing this process in your jurisdiction will allow us to serve our customers and constituents in a timelier manner.

Thank you for your time and attention to this matter.

If you have questions, please contact Risa Williams, Trade Practice Officer, at risa.williams@azliquor.gov or 602-542-9071.



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

BOARD OF SUPERVISORS OF APACHE COUNTY

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

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

JOE SHIRLEY, JR.
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

Resolution No 2018-____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, DELEGATING AUTHORITY FOR APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, WINE FESTIVAL/WINE FAIR LICENSES AND TEMPORARY PREMESIS EXTENSION/PATIO PERMITS AND ESTABLISHING ADMINISTRATIVE PROCEDURES

WHEREAS, the Board of Supervisors has certain statutory authority and responsibilities for approval of special event liquor licenses, wine festival licenses, temporary premises extension/patio permits pursuant to § Arizona Revised Statute §4-203.02; Special Event Licenses, §4-203.03; Wine Festival Licenses, and §4-205.11; Craft Distiller Festival Licenses and associated sections of the Arizona Administrative code, and

WHEREAS, the Arizona Department of Liquor Licenses and Control have issued notice due to the implementation of the Governor's mission to streamline processes for customers for applications within ARS §4-203.02; Special Event Licenses, §4-203.03; Wine Festival Licenses, and §4-205.11; Craft Distiller Festival Licenses, wherein clearly states it must go to the local governing body, but it does not indicate has to be heard by public hearing, and

WHEREAS, the Board of Supervisors determined that it may delegate certain approval functions to designated County officials; and

WHEREAS, the Board wishes to delegate certain authorities and responsibilities to the Clerk of the Board of Supervisors and to establish procedures for such approvals.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby delegates to the Clerk of the Board of Supervisors authority to approve or deny applications for the following licenses or permits subject to policies and procedures set forth below.
Special Event Liquor Licenses and Wine Festival/Wine Fair Licenses

1. An application for a special event liquor license or a wine festival/wine fair license shall be made using the form prescribed by the State of Arizona and in accordance with all applicable state requirements.

2. Notice of the application will be transmitted to the Sheriff, Health Department and Community Development for review and possible additional requirements. Review by those departments shall be completed prior to final review by the Clerk of the Board, who shall consider their comments and recommendations.
3. If the application meets all applicable state requirements and is approved by the Clerk of the Board, the application shall be transmitted to the Arizona Department of Liquor Licenses and Control for review and, if approved by that Department, granting of the license. If the application is denied by the Clerk, the application shall be placed on the Board's agenda for consideration.
4. At the discretion of the Clerk or upon request by any Board member, approval of a permit may be placed on the Board's agenda for consideration. The Board of Supervisors retains the right to require additional provisions or to waive any provisions of this section not otherwise required by state law.

Temporary Extension of Premises/Patio Permits

1. An application for extension of premises/patio permits shall be made using the prescribed by the State of Arizona in accordance with all applicable state requirements.
2. Notice of the application will be transmitted to the Sheriff, Health Department and Community Development for review and possible additional requirements. Review by those departments shall be completed prior to final review by the Clerk of the Board, who shall consider their comments and recommendations.
3. If the application meets all applicable state requirements and is approved by the Clerk of the Board, the application shall be transmitted to the Arizona Department of Liquor Licenses and Control for review and, if approved by that Department, granting of the license. If the application is denied by the Clerk, the application shall be placed on the Board's agenda for consideration.
4. At the discretion of the Clerk or upon request by any Board member, or the applicant, approval of a permit may be placed on the Board's agenda for consideration. The Board of Supervisors retains the right to require additional provisions or to waive any provisions of this section not otherwise required by state law.

APPROVED AND ADOPTED this _____ day of _____, 2018, by the Apache
County Board of Supervisors.

ATTEST:

Alton Joe Shepherd
Chairman of the Board

Ryan Patterson
Clerk of the Board

APPROVED AS TO FORM:

Michael Whiting
County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

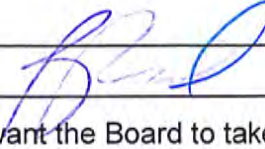
date/time stamp

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

County Manager

Date/Signature:

3/27/18



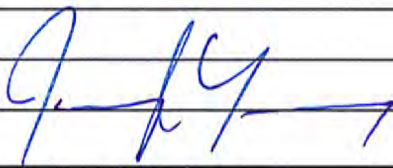
Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Discussion and possible approval of an agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds.

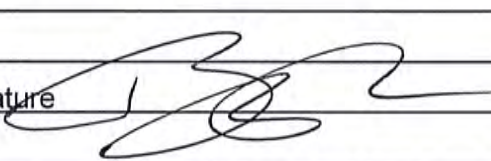
BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review: r

Signature 

Human Resources Review: n/s

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

MEMORANDUM OF UNDERSTANDING

Round Valley Rodeo Committee

This Memorandum of Understanding is made by and among the Apache County Board of Supervisors ("County"), the Round Valley Rodeo Club Extravaganza ("Club"), the Town of Springerville ("Town") and the Springerville-Eagar Chamber of Commerce ("Chamber") (Club, Town and Chamber to be collectively referred to as "Participating Entities").

Property Description – the Apache County Rodeo Grounds in Eagar, Arizona as more particularly described below:

See Exhibit A attached hereto.

Mutual Goals

Working together the above parties desire:

- A) To provide a community rodeo for the benefit of Apache County citizens on or about July 4 of each year.
- B) To ensure the Rodeo Grounds are used to maximize economic development within the County as well as to ensure entertainment for Apache County citizens to increase the quality of life within Apache County.
- C) To meet together regularly as County and Participating Entities to organize and manage the annual rodeo in a cooperative effort.

RECITALS

WHEREAS, the County currently owns the Round Valley Rodeo Grounds; and

WHEREAS, the Participating Entities are each experienced in organizing a yearly rodeo in Round Valley, Arizona, and exist to benefit citizens and interests in or near Round Valley; and

WHEREAS, by virtue of its purposes, interests and experience, along with their history of organizing the yearly Round Valley Rodeo, the Participating Entities are well suited to administer, plan, manage and operate the yearly Rodeo on the Property; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring five years after the Commencement Date, unless sooner terminated as provided herein. During this Term, the Participating Entities shall have the exclusive use of the Property, subject to the conditions outlined below, from June 24 through July 14 each year of the Term of the Agreement unless otherwise terminated sooner.

2. Option to Extend Terms. This agreement shall automatically be extended for two additional periods of five (5) years beyond the Termination Date, unless either party decides and notifies the other of its intent not to extend the Agreement, and for additional extensions as the parties may agree at that time.

3. Management and Operation of Property. Subject to the terms, covenants and conditions set forth in this Agreement, the Participating Entities, along with participation of the County, shall manage and operate the Property during the Term described above each year. Notwithstanding the foregoing, County shall have the right, at its sole discretion, to cancel and/or alter any aspect of the event or use of the Property. The Participating Entities right to manage and operate the Property does not include the ability to alter or improve the property in any way except as detailed in Section 7 below.

4. Use of the Property. Required Use. The County and Participating Entities shall have the sole right to use and occupy the Property during the twenty day period described in the Term Section above, and shall do so solely for the operation of the yearly rodeo, related events, and related and incidental purposes and programs, and for no other purpose.

5. Financial Consideration. In exchange for the use of the Property pursuant to this Agreement, the Participating Entities shall pay to County the sum of \$10,000 each year, due and payable by August 1, 2018 and each August thereafter through 2022, and for each five year period thereafter if this Agreement is extended. It is further agreed that County will provide access, during the 20 day period described in this Agreement each year, to the Participating Entities the following equipment:

- Arena Tractor and attachment
- Water truck and access to water for use at the Property
- Backhoe

6. Grant Funding. With prior approval from the Board of Supervisors of the County, the Participating Entities shall be permitted to apply for grants in the County's name for which the Participating Entities might not otherwise be eligible. The County retains the right to accept or not accept grant funds so applied for.

7. Capital Improvements and Alterations. If the Participating Entities reasonably believe that capital improvements are required at the Property, the Participating Entities shall make a detailed request for such improvement to the Apache County Board of Supervisors through the District III Supervisor of Apache County or his/her designee. Such request shall include all relevant details and plans, so that any improvements or alterations are understood and evaluated prior to approval being granted. The County shall evaluate each request and determine whether to make such improvement in its sole discretion. It is further understood that as part of this Agreement, County agrees to laser level the arena area of the Property with a blade to the satisfaction of County.

8. Cooperative Approach to Planning. The Parties agree that regular meetings of County and Participating Entities' personnel are necessary to accomplish the goals of this Agreement and to ensure that the Property is used in a beneficial way. Such meetings may be held as necessary to accomplish specific tasks, but in any event, at least four formal meeting shall be held each year to determine event planning, priorities, access funding, and schedule tasks and review accomplishments. The formal meetings shall include the District III Supervisor of Apache County or his/her designee and any employees germane to the project, and least one designee from each of the Participating Entities and any others germane to the project. This annual formal meeting shall be held at least once in the months of January, March, May, and June at a date and time set by the District III Supervisor of Apache County.

At each such meeting, the Parties shall agree to a written calendar of events, which shall document tasks required for the yearly rodeo, and tasks assigned to each Party as well as the amount of funds, labor, or other resource to be provided by each Party.

9. Representations and Warranties. The Participating Entities hereby represents and warrants to the County and covenants as follows:

9.1 Experience. The Participating Entities are capable of the organization, operation and management of the Property and the yearly rodeo and hereby agrees to apply its best judgment to the organization, planning, operation and management of the Property and the yearly rodeo.

9.2 Authority. The Participating Entities each have full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of each of the Participating Entities and no other corporate or other action on the part of any Participating Entity is necessary to authorize the execution of this Agreement.

9.3 Conflicts and Consents. The execution and delivery of this Agreement and the performance by the Participating Entities of the transactions contemplated in it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of any indenture, mortgage, lease, agreement or other instrument or obligation to which any of the Participating Entities is a party or by which one of them may be bound whose termination or acceleration would materially adversely affect the ability of any of the Participating Entities to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery of this Agreement. The parties acknowledge that they are aware of the conflict of interest provisions contained in A.R.S. § 38-511 and are further aware that this Agreement may be terminated under the conditions set forth by statute.

9.4 Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of any of the Participating Entities or any of their affiliates that, if adversely decided, could have a material adverse impact on any of the Participating Entities' ability to perform their obligations under this Agreement.

10. Force Majeure. As used herein, the term "Force Majeure" with respect to a delay in performance shall mean any delay that is attributable to (a) civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party. Any prevention, delay or stoppage in a party's performance hereunder due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps to minimize the length of such delay or stoppage.

11. Termination of Agreement. The County may terminate this agreement with ninety (90) days prior written notice.

12. Liability Insurance. The Participating Entities, at no expense to the County, shall obtain event liability insurance policy in the amount of \$1,000,000.00. Said policy: (i) shall be subject to approval by the District III Supervisor of Apache County or his/her designee as to company, form and coverage, and primary to all other insurance the County may secure; and (ii) must protect the County from any and all claims and risks in connection with the Participating Entities or any of their respective officers, employees, agents, contractors or assigns, by virtue of this Agreement or any use and occupancy of the Property authorized by this Agreement. Additionally, the Participating Entities shall file with the County Manager and the District III Supervisor of Apache County or his/her designee, within twenty (20) days preceding June 24 of each year during the Term of this agreement, evidence of the policy required to be maintained by this Agreement.

13. Dispute Resolution. In the event of any dispute relating to the Property, the yearly rodeo, or this Agreement, the parties will first try to mediate any differences, and failure to reach a resolution will result in proceedings being heard in Coconino County, Arizona. It is agreed that this Agreement shall be governed and interpreted under Arizona law.

This Agreement (including Exhibits) contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing signed by both parties.

Signed this _____ day of _____ 2018.

Apache County

Round Valley Rodeo Club Extravaganza

By: _____
Alton Shephard
Chairman, Board of Supervisors

By: _____

President

Town of Springerville

Springerville-Eagar Chamber of Commerce

By: _____

Mayor

By: _____

President

EXHIBIT A

APACHE COUNTY ROAD YARD AND RODEO GROUNDS

Beginning at the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. 89° 48' W., a distance of 959.93 feet to the East right of way line of U.S. Highway #180 & #191; thence S. 35° 38' 03" E., a distance of 1401.03 feet to an A.D.O.T. right of way marker; thence N. 54° 29' 27" E., a distance of 50.07 feet to an A.D.O.T. right of way marker; thence S. 35° 10' 19" E., a distance of 152.54 feet to an A.D.O.T. right of way marker; thence S. 34° 25' 25" E., a distance of 24.81 feet to an A.D.O.T. right of way marker; Thence N. 0° 02' E. 1258.53 feet to the Point Of Beginning. Area being equal to 14.54 Acres.

APACHE COUNTY ROAD YARD

Beginning and the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. 89° 48' W., a distance of 808.00 feet to a Fencepost; thence S. 0° 12' E., a distance of 50 feet to a fencepost; thence N. 89° 48' E., a distance of 30 feet to a fencepost; thence S. 45° 00' E., a distance of 269 .12 feet to a fencepost; thence N. 89° 48' E., a distance of 201.20 feet to a fencepost; thence S. 45° 00' E., a distance of 545.82 feet to a fencepost; thence N. 0° 02' E., a distance of 628.27 feet to the Point of Beginning. Area being equal to 5.64 Acres.

RODEO GROUNDS

Starting and the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. 89° 48' W., a distance of 808.00 feet to a fencepost and the True Point of Beginning; thence S. 0° 12' E., a distance of 50 feet to a fencepost; thence N. 89° 48' E., a distance of 30 feet to a fencepost; thence S. 45° 00' E., a distance of 269 .12 feet to a fencepost; thence N. 89° 48' E., a distance of 201.20 feet to a fencepost; thence S. 45° 00' E., a distance of 545.82 feet to a fencepost; thence S. 0° 02' W., a distance of 630.26 feet to an A.D.O.T. right of way marker; thence N. 34° 25' 25" W., a distance of 24.81 feet to an A.D.O.T. right of way marker; thence N. 35° 10' 19" W., a distance of 152.54 feet to an A.D.O.T. right of way marker; thence S. 54° 29' 27" W. a distance of 50.07 feet to an A.D.O.T. right of way marker; thence N. 35° 38' 03" W. along the East right of way line U.S. #180 and #191 of distance of 1401.54 feet to a point on the North line of Section 11; thence N. 89° 48' E., a distance of 151.93 to a fencepost and the True Point of Beginning. Area being equal to 8.90 Acres

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/20/18



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 re-elect the following individual to the Apache County Industrial Development Authority: John Lang - term to expire March 5, 2024

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

See attached

Signature

Finance Review:

N/A

Signature

Human Resources Review:

N/A

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Beth Bond

From: Joe Young
Sent: Tuesday, March 20, 2018 5:09 PM
To: Beth Bond
Subject: RE: IDA Agenda item

I am fine with this item.

From: Beth Bond [mailto:bbond@co.apache.az.us]
Sent: Tuesday, March 20, 2018 2:19 PM
To: Joe Young
Subject: IDA Agenda item

Hi Joe, please review this item for the IDA re-election of John Lang. thanks

Beth Bond

Assistant Clerk of the Board

928-337-7502



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One North Central Avenue, Suite 1200
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William F. Wilder
Direct Line: 602.440.4802
Direct Fax: 602.257.6902
wwilder@rcalaw.com

March 5, 2018

VIA E-MAIL AND FIRST CLASS MAIL
rpatterson@co.apache.az.us

Mr. Ryan W. Patterson
Apache County Manager and
Clerk of the Board of Supervisors
P.O. Box 425
St. Johns, Arizona 85936

Re: The Industrial Development Authority of the County of Apache

Dear Mr. Patterson:

As you may be aware, I have been serving, the past several years, as counsel to The Industrial Development Authority of the County of Apache (the "Apache County IDA").

Under the provisions of A.R.S. 35-705, the Board of Directors of the Apache County IDA are to be elected by the Board of Supervisors of Apache County. This statute provides that the Board of Directors of the Apache County IDA will serve staggered six-year terms.

In order to reorganize the Apache County IDA in the spring of 2012, it was necessary for the Apache County Board of Supervisors to take appropriate action, on March 6, 2012, to re-elect John Lang to a six-year term expiring March 5, 2018, to re-elect Steve Nicoll to a four-year term expiring March 5, 2016, and to re-elect Eric Broadbent to a two-year term expiring March 5, 2014.

Both Messrs. Nicoll and Broadbent have been re-elected to the Apache County IDA Board.

I am writing at this time to request that at the next available meeting of the Apache County Board of Supervisors that the Apache County Board of Supervisors take action to re-elect John Lang to a term as a Director of the Apache County IDA for a term that will expire March 5, 2024.

Mr. Ryan W. Patterson
March 5, 2018
Page 2



From March 5, 2018, until his re-election, Mr. Lang will be holding over in office pursuant to applicable statutes.

Operating in this fashion we will be able to assure that the Apache County IDA has a full complement of duly elected Directors that are interested in the overall mission of the Apache County IDA and available to take action, when such is either required or warranted.

Please give me a call or drop me a note if or to the extent you have any questions or I can be of any ongoing assistance regarding this matter.

Yours very truly,

A handwritten signature in black ink that reads "William F. Wilder".

William F. Wilder

WFW:mm

cc: Mr. John Lang
Mr. Eric Broadbent
Mr. Steve Nicoll
Ms. Diana Morgan (via email only, dmorgan@co.apache.az.us)

The Industrial Development Authority of the County of Apache

The Industrial Development Authority of the County of Apache (the “Apache County IDA”) was incorporated on October 16, 1974, with the permission of the Board of Supervisors of Apache County.

The Apache County IDA is an Arizona non-profit corporation, designated by law as a political subdivision of the state of Arizona, and with all of the powers granted to such an entity by Title 35, Chapter 7, Arizona Revised Statutes known as “The Industrial Development Financing Act” (the “Act”).

Over the years, the Apache County IDA has issued its tax-exempt revenue bonds for the purpose of assisting eligible borrowers to finance projects located within Apache County.

One of the major projects financed by the Apache County IDA was for the qualified pollution control and related facilities for the power plant located near Springerville, Arizona owned by Tucson Electric Power Company.

Several years ago, when Tucson Electric Power Company wished to proceed with refunding and refinancing some of its outstanding bonds, it was discovered that the Apache County IDA had basically lapsed due to lack of activity, and it was necessary to reconstitute the Board of the Apache County IDA and this was done by the election of John V. Lang to serve a six-year term, Stephen Nicoll to serve a four-year term, and Eric Broadbent to serve a two-year term.

Subsequently, Messrs. Nicoll and Broadbent have been re-elected by the Apache County Board of Supervisors to six-year terms, and the term of Mr. Lang has expired and thus the request that is pending that Mr. Lang be re-elected to the Apache County IDA Board for a six-year term that will end on March 5, 2024.

Under the provisions of the Act, A.R.S. § 35-702, the Board of Directors of the Apache County IDA must consist of a minimum of three individuals, each of whom is a qualified elector of the County, and the Apache County Board of Supervisors is responsible for electing the

individuals to serve on the Board of the Apache County IDA. Directors are to serve staggered six year terms per A.R.S. § 35-702.

For so long as bonds of the Apache County IDA are outstanding for the benefit of Tucson Electric Power Company, it is essential that the Apache County IDA existence continues and that it have a Board of Directors prepared to take action if requested in the future by Tucson Electric Power Company.

Accordingly, it is respectfully requested that Mr. Lang be elected, pursuant to the provisions of A.R.S. § 35-702, by the Board of Supervisors of Apache County, to a six-year term of office as Director of the Apache County IDA for a term ending March 5, 2024.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/21/18 

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

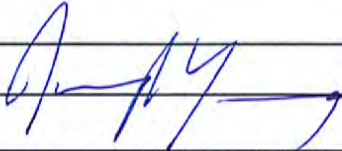
County Manager: Pursuant to ARS 42-12052, possible approval of properties to be reclassified due to the 2018 Property Tax Classification appeals. The Apache County Assessor's Office is recommending all twenty-two appeals be granted.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review: n/a

Signature

Human Resources Review: n/a

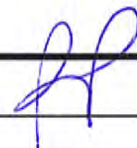
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Property Tax Classification Appeal - Tax Year 2018

Pursuant to A.R.S. 42-12052 the Apache County Board of Supervisors orders the following properties to be reclassified as indicated below.

Account Number	Parcel Number	Owner	Legal Class	Legal Class Description
R0004416	10406010	NEWBY JAMES SCOTT & CALLIE P (CPWROS)	3.1	PRIMARY RESIDENCE
R0006882	10457032	WOOD MICHAEL W & ANGELA J (CPWROS)	3.1	PRIMARY RESIDENCE
R0007148	10467007	ANDERSON VALANN & TIMOTHY J CPWROS	3.1	PRIMARY RESIDENCE
R0007666	10518041	SAVEDRA ISABEL RAMONA	3.1	PRIMARY RESIDENCE
R0014438	10705336	DOOLEY KEVIN W & PATRICIA A (CPWROS)	3.1	PRIMARY RESIDENCE
R0021236	10752033	REID CHARLES S AND MARION SUE CPWROS	M	MIXED PRIMARY USE
M0600059	20106043	KRENZ KATHLEEN	3.1	PRIMARY RESIDENCE
R0023271	20106043	KRENZ KATHLEEN	3.1	PRIMARY RESIDENCE
R0031582	20332084	JARAMILLO GLADYS S	3.1	PRIMARY RESIDENCE
R0032070	20336199	JARAMILLO GLADYS S	3.1	PRIMARY RESIDENCE
R0032445	20339011	HEAP BRIAN W & MARCIA G JT	3.1	PRIMARY RESIDENCE
R0033521	20350122	HONEA GENEVA	3.1	PRIMARY RESIDENCE
R0034341	20375009	MULLENAUX BLAINE C & MICHELL E (CPWROS)	3.1	PRIMARY RESIDENCE
R0054844	21232172	STANDLEY SANDRA	M	MIXED PRIMARY USE
R0001280	10154021A	MCMAHON JOHN P & SHEILA D (CPWROS)	3.2	PRIMARY RESIDENCE OF QUALIFIED FAMILY MEMBER
M9400043	10652016J	GOFF THOMAS	3.2	PRIMARY RESIDENCE OF QUALIFIED FAMILY MEMBER
R0011047	10652016J	GOFF MORGAN MAKALYN	3.1	PRIMARY RESIDENCE
R0011119	10653014U	LARKINS LECCEL J & ALYCE N (TRUSTEES) LARKINS FAMILY TRUST	3.1	PRIMARY RESIDENCE
R0011187	10654009J	MAY JAMES W & JACILYN (CPWRS)	3.1	PRIMARY RESIDENCE
R0020960	10745004B	MAYES STEPHEN C	3.1	PRIMARY RESIDENCE
R0106924	10746106K	WALCOTT ALAN E	3.1	PRIMARY RESIDENCE
R0029861	20165154B	LABELLE CHARLES D TRUSTEE LA BELLE CHARLES REV TRUST	3.1	PRIMARY RESIDENCE

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 of the renewal of a contract with Johnson Appraisal to conduct the Board of Equalization hearings, effective May 1, 2018 through April 30, 2020.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review: n/a

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Board of Equalization Hearing Officer Contract Renewal

Pros: Charles Johnson has been the Board of Equalization Hearing Officer for the Board since 2011. Mr. Johnson has an extensive background experience and certifications regarding property appraisals and mediation. Mr. Johnson, before working with Apache County, was, and still is the BOE hearing officer for both Navajo and Coconino Counties. I believe Gila County is considering contracting with Mr. Johnson this year as well.

The Arizona Department of Revenue requires any individual who is appointed by the Board of Supervisors to hear the BOE appeals, attend the annual Department of Revenue BOE training, normally held in Tucson each spring. Mr. Johnson divides the costs of the training between the counties he is contracted with, which reduces the training expenses to a minimal cost. The hourly increase Mr. Johnson is requesting is consistent with what the other counties are paying. Our Assessor, his staff and the citizens seem pleased with his services.

Below are the costs associated with Mr. Johnson's contracted services for the past two years and include the hourly fees, DOR training, mileage and lodging:

2017 - \$1245.33

2018 - \$745.32.

Cons: I am not aware of any adverse objections or issues regarding Mr. Johnson's contract.

Thank you,

Beth Bond

Beth Bond

From: Joe Young
Sent: Wednesday, March 21, 2018 3:13 PM
To: Beth Bond
Cc: Ryan Patterson
Subject: RE: Johnson Appraisal Contract

The changes are minimal, I do not have any legal issues with the document.

From: Beth Bond [mailto:bbond@co.apache.az.us]
Sent: Tuesday, March 20, 2018 7:28 AM
To: Joe Young
Cc: Ryan Patterson
Subject: Johnson Appraisal Contract

Joe, please review the attached contract. I have included the updated and previous contract for your review. Mr. Johnson has requested only two changes; an updated address and an increase from \$50.00 per hour to \$75.00 (this is consistent with what he is charging the other counties he is contracted with).

If it meets with your approval, I am planning on placing this on the April 3rd agenda.
Thanks!

Beth Bond
Assistant Clerk of the Board
928-337-7502

HEARING OFFICER AGREEMENT (hereinafter the "Agreement"), made this 1st day of May 2018, BETWEEN

JOHNSON APPRAISAL GROUP, P.O. Box 971, Queen Creek, Arizona 85142, (hereinafter the "Hearing Officer"), AND

APACHE COUNTY, a political subdivision of the State of Arizona, of 75 W Cleveland Street, St. Johns, Arizona, 85936, (hereinafter the "County");

WHEREAS

- A. County may appoint a Hearing Officer pursuant to ARS 42-16103, to hold hearings, review and make initial determinations on petitions filed pursuant to ARS 42-16105, and
- B. The County Board of Supervisors appointed Howard C. Johnson as a Board of Equalization Hearing Officer at a regular Board meeting previously held, and said appointment has not been revoked or superseded, and
- C. Hearing Officer has substantial knowledge and experience in property values and appraisal procedures; and
- D. Hearing Officer has attended or will attend the annual training conducted by Arizona Department of Revenue pursuant to ARS 42-16103 (C); and
- E. The County wishes to engage the Hearing Officer on the terms and conditions herein;

THEREFORE, in consideration of the mutual promises set out herein, Hearing Officer and County agree as follows:

1. SCOPE OF WORK. The Hearing Officer shall hold hearings, review and make initial determinations on petitions filed under ARS § 42-16105 and ARS § 42-16254 as decided by the Board of Supervisors. The Hearing Officer shall attend annual training provided for Apache County pursuant to ARS § 42-16103 (C). Regular Appeal Hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline each year. Notice of Change hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline of the third Friday in November. The number of hearings scheduled will be sufficient to allow all legally submitted petitions to be heard. Taxpayer Notice of Claim hearings will be schedule pursuant to ARS § 42-16254. The Hearing Officer shall be available telephonically when the Board of Supervisors, as the Board of Equalization, considers the Hearing Officer's recommendations.
2. TERM. This Agreement shall be effective as of May 1, 2018 and shall continue until April 30, 2020 unless otherwise terminated pursuant to Sections 5 or 7.

3. **COMPENSATION.** The Hearing Officer shall be paid \$75 per clock hour for hearings and preparation. Hearing dates will be billed at a minimum of 4 hours. Mileage for travel to and from hearings will be reimbursed at the Internal Revenue Service approved reimbursement rate in effect at the time the hearings are held. Hearing officer shall be paid the State lodging and meal per diem rate of \$120 per day for hearings conducted in St. Johns. The Hearing officer will be compensated at the normal hourly rate to attend the required annual training. If the Hearing Officer is attending the training on behalf of multiple counties, the hourly rate, lodging and meal per diem will be based on a pro rata basis based on the total number of counties the Hearing Officer is representing. (I.e. if the Hearing Officer is representing Apache, Navajo and Coconino Counties, at the same training, Apache would only be billed 1/3 of the total hourly rate, lodging and daily meal per Diem.
4. **PAYMENT.** Hearing Officer shall render a bill for services provided. The bill shall provide details showing the hours worked, mileage reimbursed and shall be accompanied by a claim pursuant to ARS § 11-621, et. seq.
5. **TERMINATION.** This Agreement may be terminated at any time by written mutual consent of the parties, and may be terminated by the County in its sole discretion by giving one day written notice.
6. **INDEPENDENT CONTRACTOR.** Hearing Officer is an independent contractor and is responsible for withholding and payment of all applicable state and federal taxes. The Hearing Officer is not an employee of County and shall not be entitled to any benefits to which employees of County are entitled. This Agreement shall not grant exclusive right to handle all hearings to Hearing Officer, and it is understood that the Apache County Board of Supervisors may choose to handle certain appeals and/or additional hearing officers may be retained as well.
7. **CONFLICT OF INTEREST**
 - A. Hearing Officer shall not hear any matter relating to the appeal of the classification or valuation of any property in which said Hearing Officer is providing advice or representing any party, with or without compensation.
 - B. In addition to disqualification for conflicts of interest defined in ARS § 38-501, et seq., no Hearing officer shall hear an appeal if within the last twelve months the Hearing Officer has had a direct business relationship with:
 - 1) The owner of the property subject to the appeal, or
 - 2) The owner's designated agent, or
 - 3) The owner's attorney for purpose of the appeal.
 - C. For the purpose of this agreement, a direct business relationship is:
 - 1) Any employer-employee relationship, or

- 2) Any joint ownership of a business or commercial venture,
or
- 3) Any contractual relationship, or
- 4) Any co-ownership of property, except in those cases where the hearing Officer is a limited partner and holds less than a 5% interest in the limited partnership. This exception shall not be construed to allow a Hearing Officer to hear any appeal in which the Hearing Officer has any interest in the property subject to the appeal.

D. All appeals of the valuation or classification of any property in which the Hearing Officer has any interest shall not be heard by the Hearing Officer, but shall instead be heard by an Alternate Hearing Officer or by the Board of Equalization.

E. This contract is subject to the provisions of ARS §38-511, which provides in pertinent part: "The State, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty of further obligation, made by the State, its political subdivision, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies or either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinbefore indicated.

Howard C. Johnson
Board of Equalization Hearing Officer

Alton Shepherd
Chairman of the Board

ATTEST:

Clerk of the Board

Approved as to form:

County Attorney

HEARING OFFICER AGREEMENT (hereinafter the "Agreement"), made this 16th day of June 2015, BETWEEN

JOHNSON APPROAISAL GROUP, P.O. Box 12184, Chandler, Arizona 85248, (hereinafter the "Hearing Officer"), AND

APACHE COUNTY, a political subdivision of the State of Arizona, of 75 W Cleveland Street, St. Johns, Arizona, 85936, (hereinafter the "County");

WHEREAS

- A. County may appoint a Hearing Officer pursuant to ARS 42-16103, to hold hearings, review and make initial determinations on petitions filed pursuant to ARS 42-16105, and
- B. The County Board of Supervisors appointed Howard C. Johnson as a Board of Equalization Hearing Officer at a regular Board meeting previously held, and said appointment has not been revoked or superseded, and
- C. Hearing Officer has substantial knowledge and experience in property values and appraisal procedures; and
- D. Hearing Officer has attended or will attend the annual training conducted by Arizona Department of Revenue pursuant to ARS 42-16103 (C); and
- E. The County wishes to engage the Hearing Officer on the terms and conditions herein;

THEREFORE, in consideration of the mutual promises set out herein, Hearing Officer and County agree as follows:

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2. TERM. This Agreement shall be effective as of July 1, 2015 and shall continue until June 30, 2017, unless otherwise terminated pursuant to Sections 5 or 7.

3. **COMPENSATION.** The Hearing Officer shall be paid \$50 per clock hour for hearings and preparation. Hearing dates will be billed at a minimum of 4 hours. Mileage for travel to and from hearings will be reimbursed at the Internal Revenue Service approved reimbursement rate in effect at the time the hearings are held. Hearing officer shall be paid the State lodging and meal per diem rate of \$120 per day for hearings conducted in St. Johns. The Hearing officer will be compensated at the normal hourly rate to attend the required annual training. If the Hearing Officer is attending the training on behalf of multiple counties, the hourly rate, lodging and meal per diem will be based on a pro rata basis based on the total number of counties the Hearing Officer is representing. (I.e. If the Hearing Officer is representing Apache, Navajo and Coconino Counties, at the same training, Apache would only be billed 1/3 of the total hourly rate, lodging and daily meal per Diem. The 2015 June training will be held in Tucson for 3 days.
4. **PAYMENT.** Hearing Officer shall render a bill for services provided. The bill shall provide details showing the hours worked, mileage reimbursed and shall be accompanied by a claim pursuant to ARS § 11-621, et. seq.
5. **TERMINATION.** This Agreement may be terminated at any time by written mutual consent of the parties, and may be terminated by the County in its sole discretion by giving one day written notice.
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7. **CONFLICT OF INTEREST**
 - A. Hearing Officer shall not hear any matter relating to the appeal of the classification or valuation of any property in which said Hearing Officer is providing advice or representing any party, with or without compensation.
 - B. In addition to disqualification for conflicts of interest defined in ARS § 38-501, et seq., no Hearing officer shall hear an appeal if within the last twelve months the Hearing Officer has had a direct business relationship with:
 - 1) The owner of the property subject to the appeal, or
 - 2) The owner's designated agent, or
 - 3) The owner's attorney for purpose of the appeal.
 - C. For the purpose of this agreement, a direct business relationship is:

- 1) Any employer-employee relationship, or
- 2) Any joint ownership of a business or commercial venture, or
- 3) Any contractual relationship, or
- 4) Any co-ownership of property, except in those cases where the hearing Officer is a limited partner and holds less than a 5% interest in the limited partnership. This exception shall not be construed to allow a Hearing Officer to hear any appeal in which the Hearing Officer has any interest in the property subject to the appeal.

D. All appeals of the valuation or classification of any property in which the Hearing Officer has any interest shall not be heard by the Hearing Officer, but shall instead be heard by an Alternate Hearing Officer or by the Board of Equalization.

E. This contract is subject to the provisions of ARS § 38-511, which provides in pertinent part: "The State, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty of further obligation, made by the State, its political subdivision, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies or either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinbefore indicated.

Howard C. Johnson

Howard C. Johnson
Board of Equalization Hearing Officer

Joe Shirley, Jr.
Joe Shirley, Jr.
Chairman of the Board

ATTEST:

[Signature]
Clerk of the Board

Approved as to form:

[Signature]
County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/21/18 

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

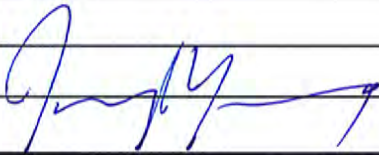
Discussion and possible approval to appoint Ryan Patterson to serve on the Arizona Counties Insurance Pool Board of Trustees and Ferrin Crosby as the alternate.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature n/a

Human Resources Review:

Signature

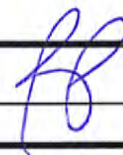
n/a

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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

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

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

April 3, 2018

William H. Hardy, Executive Director
Arizona Counties Insurance Pool
1905 W. Washington St., Suite 200
Phoenix, AZ 85009

Dear Mr. Hardy,

At the Apache County Board of Supervisors meeting held on April 3, 2018 action was taken to acknowledge that by virtue of his/her position as County Manager/Administrator, Ryan Patterson is the duly authorized representative to serve on the Arizona Counties Insurance Pool Board of Trustees and Ferrin Crosby is the Alternate Trustee

Sincerely,

Alton Joe Shepherd
Chairman of the Board

Beth Bond

From: Ryan Patterson
Sent: Monday, March 5, 2018 9:32 AM
To: Beth Bond; Diana Morgan
Subject: FW: Board Appointment Letters
Attachments: Board Member Letter Format.docx

Categories: Red Category

Diana, can you please add to letterhead.
Beth, can you please put item on agenda.

From: Valerie Porter <valerie@aciponline.org>
Sent: Monday, March 5, 2018 9:29 AM
To: Edward Gilligan (egilligan@cochise.az.gov) <egilligan@cochise.az.gov>; Glenn Kephart (glenn.kephart@navajocountyaz.gov) <glenn.kephart@navajocountyaz.gov>; James Menlove (jmenlove@gilacountyaz.gov) <jmenlove@gilacountyaz.gov>; Ryan Patterson <rpatterson@co.apache.az.us>; Ron Drake (rdrake@lapazcountyaz.org) <rdrake@lapazcountyaz.org>; Susan Thorpe (susan.thorpe@yumacountyaz.gov) <susan.thorpe@yumacountyaz.gov>
Cc: Bill Hardy <bill@aciponline.org>; Joe Zingaro <joe@aciponline.org>
Subject: Board Appointment Letters

Hi All,

Our DOI auditor is requesting letters from your Board appointing you, by virtue of your position as County Manager/Administrator per the ACIP By-Laws, to serve on the ACIP Board.

Please see attached for format.

If you could get these to me this month, I would appreciate it.

Thanks!

Valerie M. Porter, CPCU, ARM, AU-M, AINS
Office Manager
Arizona Counties Insurance Pool
1905 W. Washington St., Suite 200
Phoenix, AZ 85009
valerie@aciponline.org
(602) 452-4529 (office)
(602) 460-4870 (mobile)
(602) 452-4517 (FAX)

CONFIDENTIALITY NOTICE: This e-mail transmission and any accompanying documents is solely for the use of the intended recipient and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosures, copying, distribution, or action taken or omitted in reliance on it is strictly prohibited. If you received this information in error, please notify the sender immediately and delete the original transmission. Thank you.

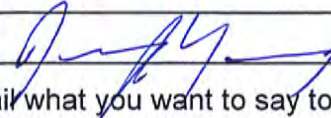
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Attorney

Date/Signature:

 03/27/2018 

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

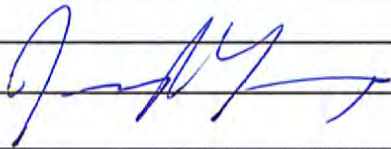
County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(3), possible discussion and/or action regarding a Notice of Claim- Jake Robbins regarding a road abandonment.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

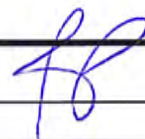
Signature

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:

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

Eastern Arizona Counties Association on March 18, 2018 at 3:00 p.m. at the County Supervisors Association (CSA) building, 1905 West Washington Street in Phoenix.

Small Counties Forum meeting on March 18, 2018 at 6:00 p.m. at the CSA building, 1905 West Washington Street in Phoenix.

County Supervisors Association meeting on March 19, 2018 at the CSA building, 1905 West Washington Street, in Phoenix at 10:00 a.m.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources 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 4/3/18

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

Priority 9 CLIENT IN THE OFFICE Users have an immediate need because you have a registrant, a candidate or some other individual in the office and you need information from the application at that moment. Examples might be help with a PSR, Printing a report, printing an ID card. These tickets are handled with a high priority. Priority 9 calls will be returned within minutes.

Responsibilities of ES&S	Responsibilities of Customer
▪ VR software support as outlined in Agreement ▪ Installation of database software upgrades ▪ Database analysis and recommendation of tuning parameters as needed ▪ Implement tuning recommendations approved by customer as needed ▪ Outline operational and technical requirements for a Backup and Recovery Strategy ▪ Outline procedures and provide scripts for performing routine database exports ▪ Assist Customer in its performance of the following: ▪ Hardware problem diagnosis ▪ Software problem diagnosis ▪ Support of ES&S approved third-party software required to run VR Products Upgrade, impact planning, and assistance ▪ Server recovery, provided backups are available ▪ Database recovery or database restore if needed, provided a backup is available ▪ Work with technicians to resolve problems after the customer has contacted the appropriate vendor ▪ Coordinate with the customer to set a schedule when routine maintenance or upgrades will be performed ▪ Limited support of approved client operating systems – Windows 7, 8.1, 10 (Professional/Enterprise) ▪ Support of ES&S approved third-party software required to run VR Products, contacting the appropriate vendor if replacement of parts are necessary ▪ Backup and archiving of voter registration data and associated meta-data ▪ Maintain existing custom product documentation developed specifically for the Customer by a separate third party ▪ Provide specifications for the System as it directly relates to Arizona-specific enhancements ▪ Provide an Arizona-specific user guide for the System, including Arizona-specific business requirements and software functions ▪ Provide Customer the capability to create/troubleshoot Citrix log-ins in order to assist Arizona county recorder's office personnel that experience problems logging into the System. ▪ Provide updates to the Arizona specific User Guide for each major release which generally occurs twice a year.	▪ Understand proper use of VR application functions and proper use of VR application in the conduct of election management and administration ▪ Inquire directly with ES&S support for questions regarding use of VR application ▪ Customer or end-users are required to provide adequate access to system with all necessary logins and passwords. All required admin-level passwords are needed by the Effective Date. ▪ Validate any data input and output in the day to day use of VR application ▪ Responsible for maintaining and managing State purchased software licenses and hardware warranty agreements ▪ Responsible for connectivity ▪ Responsible for Business Continuity plan ▪ Customer-installed third-party software on end-user workstations ▪ Cost associated with any additional hardware or software required to perform required upgrades ▪ Damage caused by misuse, abuse, or neglect ▪ Damage caused when warranted parts were repaired or replaced by an organization other than those approved by the hardware manufacturer ▪ Customer shall have the capability to create/troubleshoot Citrix log-ins in order to assist Arizona county recorder's office personnel that experience problems logging into the System.

EXHIBIT D

Training Services

PURPOSE

ES&S will provide training to the State of Arizona and County personnel for the use of the Voter Registration Power Profile software as needed and upon request. All training will be provided in accordance with the terms set forth herein. The dates for any requested training will be mutually agreed upon by the parties. All training services will be invoiced at the completion of each training session.

ES&S OVERALL TRAINING APPROACH

Our comprehensive training program has been developed to promote a strong level of competency for all intended users. A series of training modules will be developed that provide participants with the skills to perform necessary operations.

Individuals attending the training sessions should have a general understanding of their roles and responsibilities and their local voter registration and election processes. Members of the staff responsible for the operations of the Power Profile system should have a basic knowledge of computer operations and Microsoft Windows applications. All individuals scheduled for training should be prepared to use the training manuals and checklists provided to compliment the instructor's presentations.

INSTRUCTORS AND RESOURCES

ES&S will utilize a diverse team of knowledgeable and experienced trainers to manage all aspects of the training process.

Once training is authorized by the Customer, ES&S will work directly with each user to confirm the training participants and environment setup as their time for training draws near for the on-site training. The ES&S trainer will be responsible for communicating all training invitations and communications.

REQUIREMENTS/FEEES

- A 30-day notice should be given to ES&S prior to requesting a training session to allow for proper planning of the class.
- ES&S shall invoice the Customer upon completion of each individual training session. Payment shall be due within thirty (30) days of Customer's receipt of ES&S' invoice.
- For release notes review sessions that usually have a Q&A period, and are held via conference call / Webex, no charge will be incurred. Otherwise, training options are:
 1. Customer Onsite Training in the State of Arizona - \$1,575 per day, one (1) trainer;
 2. Customer Onsite Training in Omaha, Nebraska - \$1,000 per day, one (1) trainer; and
 3. Customer Webex Training - \$150 per hour, one (1) trainer, and maximum of 15 participants per session.

Option 1 is an on-site classroom environment with hands-on access to PowerProfile in a training environment. Class size shall be limited to no more than 12 people per class. Customer is responsible for facilities, workstations and connectivity. Course lengths are a minimum of three (3) days.

Option 2 is an on-site classroom environment with hands-on access to PowerProfile in a training environment in ES&S's corporate HQ in Omaha, Nebraska. Class size shall be limited to no more than 12 people per class. ES&S is responsible for facilities, workstations, and connectivity. Customer is responsible for transportation, lodging, and meals. Course lengths are a minimum of two (2) days.

Option 3 permits users to ask the ES&S instructor about specific issues and have the instructor demonstrate on the screen in real-time. Class size shall be limited to no more than 15 people per class

EXHIBIT E
Third Party Products

The chart below outlines the Third Party Products necessary to run the System. The chart outlines the responsible party that should manage and pay for each of the license renewals.

3 rd party license	Licenses Managed/Paid by ES&S or AZ SOS
Symantec Backup Exec V-Ray Edition	AZ SOS
Symantec Backup Exec Linux Agent	AZ SOS
Double Take Availability for Windows	AZ SOS
VMware Enterprise Edition	AZ SOS
Tricerat Screwdrivers	AZ SOS
Database License for use with PowerProfile (State)	ES&S
Database License for use with PowerProfile for Maricopa and Pima Counties	ES&S
Citrix XenApp and Netscaler Virtual Appliance Licenses	AZ SOS
Trend Micro Deep Security	AZ SOS
Required SSL Certificates	AZ SOS
IBM Proprietary monitoring software	AZ SOS
Red Hat Enterprise Linux	AZ SOS
Crystal Reports	AZ SOS

Note 1: From time to time, third party vendors will discontinue maintenance on third party products. If we are notified that a third party product will be discontinued, ES&S will discuss a replacement product with the Customer. The Customer will then need to purchase and renew the licenses based on a timeframe that ES&S will provide.

EXHIBIT F
ADDITIONAL SERVICES

1. **SYSTEM ENHANCEMENTS.** From time to time, the Customer may request enhancements to the system. Enhancements can be requested due to changes in state or federal law, as well as modifications the state or county would like to the system. When an enhancement is needed, it should be requested through the ES&S helpdesk as they will log an enhancement into the ES&S' tracking system. Thirty days prior to ES&S scoping the next general release, the state enhancement list will be submitted to the state administrators. The state administrators will prioritize the enhancement request, notate the ones that are being requested specifically for the next general release, and return the list within thirty days of receipt. ES&S will then evaluate the enhancement list, estimate the level of effort, and formulate a plan for release inclusion. A change order will then be presented to the Customer for signature that outlines the work level for each enhancement.

2. **SERVICE FEES.** Additional Services may be requested by Customer from time to time under this Agreement. All additional changes will be presented through the change order process and subject to the service fees outlined below. Customer shall only pay for those services which Customer requests and for which services are performed.

All additional services not otherwise set forth herein shall be performed by ES&S and through the change order process and subject to the rate of \$150.00 per hour.

Exhibit G: State of Arizona Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1. Acceptance

"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

1.2. Accepted Offer

If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.

If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.

If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.

1.3. Arizona Procurement Code; A.R.S.; A.A.C.

"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.

1.4. Arizona TPT

"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:

<https://www.azdor.gov/business/transactionprivilegetax.aspx>.

1.5. Attachment

"Attachment" means any item that:

1.5.1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);

1.5.2. was attached to an Offer when submitted; and

1.5.3. was included in the Accepted Offer.

1.6. Pricing Document

"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.7. Contract Amendment

"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".

1.8. Contract Terms and Conditions

"Contract Terms and Conditions" means these Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.9. Contractor

"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.

1.10. Contractor Indemnitor

"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.11. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.12. Indemnified Basic Claims

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.13. Instructions to Offerors

"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.

1.14. Order

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1.14.1. "Release" or "Release Purchase Order" in ProcureAZ;

1.14.2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or

1.14.3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.15. ProcureAZ

"ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System.

NOTE (1): Technical Bulletin No. 020 is available online at:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

NOTE (2): The URL for ProcureAZ itself is:

<https://procure.az.gov/>

1.16. State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.17. State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.18. Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit. . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.19. Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretation

2.1. Usage

Where the Contract:

- 2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
- 2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be

interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

- 2.1.4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance;
- 2.1.5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

2.2.1. Contract Amendments;

2.2.2. the Contract Documents, in the order:

- 2.2.2.1. This Exhibit G: Special Terms and Conditions;
- 2.2.2.2. General Terms;
- 2.2.2.3. Exhibit H: Uniform Terms and Conditions; and
- 2.2.2.4. Exhibit A, Exhibit B, Exhibit C, Exhibit E, Exhibit F;

2.2.3. Orders, in reverse chronological order; and

2.2.4. Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3. Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in

performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4. Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3. Contract Administration and Operation

3.1. Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for two (2) years unless canceled, terminated, or permissibly extended.

3.2. Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of 5 (five) years.

3.3. Notices and Correspondence

3.3.1. TO CONTRACTOR. State shall:

- 3.3.1.1. address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- 3.3.1.2. address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2. TO STATE. Contractor shall :

- 3.3.2.1. address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- 3.3.2.2. address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

3.3.3. CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4. Signing of Contract Amendments: Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

- 3.4.1. extension of the term of the Contract within the maximum aggregate term;
- 3.4.2. revision to Procurement Officer appointment or contact information; or
- 3.4.3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.5. Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6. Books and Records

- 3.6.1. **RETAIN RECORDS.** By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.6.2. **RIGHT TO AUDIT.** The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
- 3.6.3. **AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7. Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8. Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or

unfinished materials will of itself constitute acceptance by State of those things.

3.9. NOT USED

3.10. Subcontracts

- 3.10.1. INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.
- 3.10.2. ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.
- 3.10.3. FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11. Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12. NOT USED

- 3.12.1. ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.12.2. SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

- 3.12.3. NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.12.4. NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13. NOT USED

3.14. Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

- 3.14.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
- 3.14.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
- 3.14.3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
- 3.14.4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15. Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors.

Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably

among all its vendors so as not impose an unreasonable burden on any one of them.

3.16. Work on State Premises

3.16.1. COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2. PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

4. Costs and Payments

4.1. Payments

4.1.1. PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b)

Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2. PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2. Applicable Taxes

4.2.1. CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2. TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2. Assignment and Delegation

5.2.1. IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2. IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6. Risk and Liability

6.1. Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

6.2.1. Commercial General Liability – Occurrence Form

policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

6.2.1.1. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

6.2.1.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.2. 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

6.2.2.1. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

6.2.2.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

6.2.3.1. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.3.2. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.2.4. Professional Liability (Errors and Omissions Liability)

Each Claim \$ 2,000,000

Annual Aggregate \$ 4,000,000

6.2.4.1. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.2.4.2. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

6.2.5. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

6.2.6. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

6.2.7. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with 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 (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements 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 and remain in effect for the duration of the project. 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 (Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007). 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, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3. Basic Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.3.2 below applies instead.

PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (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 Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.4. Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

- 6.4.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- 6.4.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- 6.4.3. State may elect to participate in such action at its own expense; and
- 6.4.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5. Force Majeure

- 6.5.1. DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 6.5.2. RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in

cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3. EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4. DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6. Third Party Antitrust Violations

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

7. NOT USED

7.1. Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.2. Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.3. Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

7.4. Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.5. NOT USED

7.6. Lobbying

7.6.1. PROHIBITION.

7.6.1.1. Contractor warrants that:

7.6.1.1.1. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

7.6.1.1.2. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

7.6.1.2. Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

7.6.1.3. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.6.2. EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.7. Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8. State's Contractual Remedies

No modifications to uniform terms and conditions section

9. Contract Termination

No modifications to uniform terms and conditions section

10. Contract Claims

10.1. Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2. Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11. Reserved

12. General Provisions for Service

12.1. Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2. Comprehensive Services Offering

12.3. Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4. Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5. Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6. Transitions

During commencement, Contractor shall attend a reasonable number of transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. State shall pay outgoing vendors for any work or orders provided by the State. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall provide reasonable transition services to any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. Contractor shall be paid for any additional requested transition services at Contractor's then current rate. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance and the State shall pay Contractor for any work or order provided by the State.

12.7. Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for

correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8. Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.

Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9. Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria provided the State and Contractor mutually agree upon such acceptance criteria. State and Contractor may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

13. Data and Information Handling

13.1. Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2. Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

- 13.2.1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- 13.2.2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's

designated representative.

13.3. Personally Identifiable Information

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

13.3.1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and

13.3.2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4. NOT USED

14. Information Technology Work

14.1. Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2. Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3. Information Access

14.3.1. SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to Contractor's voter registration system or Contractor networks containing or transmitting State's proprietary data or confidential information from the Contractor to the State's procuring agency system only.

14.3.2. INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions

on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords that are provided to the Contractor are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3. ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4. Pass-Through Indemnity:

14.4.1. INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity..

14.4.2. NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass- Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise.,

14.5. Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6. Redress of Infringement.

14.6.1. REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

14.6.1.1. replace any infringing items with non-infringing ones;

14.6.1.2. obtain for State the right to continue using the infringing items; or

14.6.1.3. modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2. CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- 14.6.2.1. for any software created for State under the Contract, the amount State paid to Contractor for creating it;
 - 14.6.2.2. for all other Materials, the net book value of the product provided less any depreciated amount for the period of time in which such Materials were used by the State; all according to generally accepted accounting principles; and
 - 14.6.2.3. for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.
- 14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
- 14.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
 - 14.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
 - 14.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.
- 14.7. First Party Liability Limitation
- 14.7.1. LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or the total purchase price of the specific Materials or Services giving rise to the claim.
- 14.7.2. PROVISOS. This paragraph 14.7 limits liability for first party direct damages. Notwithstanding the foregoing, neither party shall be liable for any indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:
- 14.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
 - 14.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
 - 14.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 14.7.3. PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
- 14.7.4. NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.
- 14.8. Information Technology Warranty

14.8.1. SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

14.8.1.1. modified or altered by anyone not authorized by Contractor to do so;

14.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or

14.8.1.3. operated in a manner not within its intended use or environment.

14.8.2. COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

14.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

14.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

14.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3. PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9. Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11. Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

14.11.1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at:

<https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install

compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

- 14.11.2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
- 14.11.3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Exhibit G

Exhibit H: State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1. Attachment

"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.

1.2. Contract

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. Contract Amendment

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. Contractor

"Contractor" means any Person who has a Contract with the State.

1.5. Days

"Days" means calendar days unless otherwise specified.

1.6. Exhibit

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. Gratuity

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. Materials

"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. Procurement Officer

"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. Services

"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8.

1.11. State

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.12. State Fiscal Year

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.13. Subcontract

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2. Contract Interpretation

2.1. Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1. Special Terms and Conditions;
- 2.3.2. Uniform Terms and Conditions;
- 2.3.3. Statement or Scope of Work;
- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing

shall be binding.

2.7. No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The

Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10. E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

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

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

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4. Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5. Contract Changes

5.1. Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.

The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation

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

6. Risk and Liability

6.1. Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (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."

6.3. Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

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

6.5. Third Party Antitrust Violations

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

7. Warranties

7.1. Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by

inspection or testing of or payment for the materials by the State.

7.5. Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

8.3. Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract,

exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interests

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

9.2. Gratuities

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

9.3. Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand.

The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default

- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

10.1. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

11.1. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

12.1. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Exhibit H

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Assessor

Date/Signature: 03-22-2018

Judith A. Bender

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

- Request approval to update the Certified Chief Appraiser job description, Range 48, and hire Darren Rasmussen to fill the vacant position with a starting salary of \$58,000. The requested salary to be funded with existing FY17 wages and salaries from budgeted funds. Filling this position will not affect the budget nor cost the County or Assessor additional funds.

BOS Meeting Date Requested April 3, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

[Signature]

Finance Review:

Signature

[Signature]

Human Resources Review:

Signature

[Signature]

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Signature]



CERTIFIED CHIEF APPRAISER
Assessor's Office

Effective Date: 11-20-2017
Range: 48
Annual Salary: \$41,492-\$62,238

NATURE OF WORK:

Under general direction performs work of considerable difficulty in overseeing/supervising the locally assessed appraisal functions, including meeting productivity goals and performance standards. Maintains department policies and procedures. Provides continuous education and coaching. Advise the Assessor and Chief Deputy Assessor in setting office policy and procedures. Performs other related work as assigned.

TYPICAL DUTIES: (Illustrative Only)

- Oversees and directs the work of personal property and real property appraisal sections.
- Assists appraisal staff in resolving issues and complaints.
- Represents the Assessor in the administrative appeal process as well as all tax litigation cases which involves working with tax consultants, attorneys, and property owners.
- Researches and provides testimony as an expert witness before the Arizona Tax Court.
- Provides updates and impacts on pending and final tax litigation cases to the County Manager, Board of Supervisors and other government agencies.
- Develops and maintains written procedures and guidelines for implementation of appraisal policies.
- Consults with developers, architects, investors, tax consultants, attorneys, property owners, and other groups regarding various valuation and property tax questions and issues.
- Performs various appraisal studies and analysis.
- Develops and implements training, policies and procedures, provides guidance to employees in assessment procedures.
- Performs and assists in the appraisal of the most difficult and complex properties, developments and land valuation.
- Prepares and maintains records and reports including sales statistical analysis, defining neighborhoods and applying appropriate market adjustments.
- Participates in the preparation of the department's budget.
- Manages and leads projects of varying scopes.

KNOWLEDGE, SKILLS, AND ABILITIES:

Considerable knowledge of:

- Principles, practices and techniques of all property assessment disciplines affecting all property types including Centrally Valued Property that is valued by the Arizona Department of Revenue.
- Statutes and guidelines affecting property assessment, legal decisions handed down by the courts, guidelines and procedures published by the Arizona Department of Revenue.

- Principles and practices of positive supervision, project management and general business management.

Ability to:

- Coordinate the work flow of others.
- Analyze complex data and suggest appropriate actions.
- Develop and implement policies and procedures.
- Work safely and support the culture of workplace safety.
- Establish and maintain effective working relationships with employees, county departments, other agencies and the public.
- Follow written and verbal instructions.
- Communicate effectively orally and in writing.

EXPERIENCE AND EDUCATION:

High school diploma or GED Certificate, bachelor's degree preferred.

Five+ years of progressively responsible work experience in property assessment including two years of supervisory experience; OR, any combination of education, training and experience which demonstrates the ability to perform the duties of the position.

Must possess Level II certification for property assessment from the Arizona Department of Revenue (or be able to gain licensure within 1 year of hire). **International Association of Assessing Officers (IAAO) or Appraisal Institute designation preferred.**

Possession of a valid Arizona driver's license (or ability to obtain one within 12 months).

APACHE COUNTY ASSESSOR

Rodger Dahoxy



P.O. Box 770
75 West Cleveland St.
St. Johns, AZ 85936
(928) 337-7624
Fax (928) 337-3386

Vacant Certified Chief Appraiser

PRO: It is critical that this position be filled with a well-rounded experienced mass appraiser with supervisory, project management, and training experience. The candidate before you is a motivated, team oriented individual with 22 years of valuation experience that encompasses all of above requirements.

PRO: The candidate selected for this position will perform work of considerable difficulty in overseeing/supervising the locally assessed appraisal functions, including meeting productivity goals and performance standards and maintaining department policies and procedures. The candidate will provide continuous education and coaching, advise the Assessor and Chief Deputy Assessor in setting office policy and procedures as well as represent the Assessor at community outreach functions. The candidate before you has all of the required skills, abilities, and years of experience to perform the duties of this position.

PRO: The candidate in question will be immediately productive and able to perform the duties of this position with little or no training. In addition, this candidate offers a solution for succession planning in the event upper management positions are vacated through attrition.

PRO: The candidate before you is Level III Certified by the Arizona Department of Revenue, is Level IV Certified by the Maricopa County Assessor's office, and has obtained the nationally recognized International Association of Assessing Officers (IAAO) designation of Assessment Administration Specialist, AAS. In addition, the candidate is certified by the International Association of Assessing Officers to teach appraisal courses throughout the United States and Canada.

PRO: The candidate has advanced knowledge of Arc View, GIS, and ESRI mapping systems which will directly support Apache Counties GIS initiatives.

PRO: This candidate directly supports the Mission and Vision of the Assessor's Office.

CON: Without the addition of this candidate to the Assessor's office, the Assessor's appraisal staff will continue to languish while this position remains vacant and another recruitment begins.

CON: The level of appraisal service to the citizens and taxing jurisdictions will remain the same until this critical position is filled with a well-qualified candidate.

Apache County



Office of the Assessor

Honorable Rodger Dahozy

Mission Statement

To be responsive to our citizens, delivering accurate and fair property assessments annually, while inspiring confidence in local government.

Our Vision

- To be leaders in property tax valuation and administration.
- To provide superior customer service and transparency in the eyes of our citizens, communities and employees.
- To provide innovative cost-effective solutions.

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

date/time stamp

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

Engineering Department

Date/Signature: 03/21/2018

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 amendment no.1 to IGA between Apache County and Navajo Division of Transportation for the inclusion of the C402 Aspen Loop Project. The amendment details a partnership between NDOT and Apache Count with roles and responsibilities clearly defined. This amendment is attached to the master IGA approved between NDOT and Apache County 3/2/18 and includes a reimbursement to Apache County for work performed in the amount of \$606,679.00
All permits, Certifications and Clearances have been obtained for this project.

BOS Meeting Date Requested 04/03/2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: Attached

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

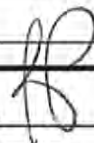
Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



Ferrin Crosby

From: Priscilla Lee <plee@navajodot.org>
Sent: Monday, February 5, 2018 11:53 AM
To: Ferrin Crosby; Gabriel Freeland; Taft Blackhorse
Cc: Doyel Shamley; Travis Simshauser; Richard C. Guinn
Subject: RE: 404 permit for Aspen Loop

Hello Ferrin:

Sorry, I had requested Taft to reply to your question. I spoke with Mr. Blackhorse and he informed me that N124 Aspen Loop will not need a 404 permit.

Sorry, I was out in Santa Fe last week.

I hope we still can make the Agenda.

plee

From: Ferrin Crosby [mailto:cfcros@co.apache.az.us]
Sent: Tuesday, January 23, 2018 2:18 PM
To: Gabriel Freeland <gfreeland@co.apache.az.us>; Taft Blackhorse <tblackhorse@navajodot.org>
Cc: Doyel Shamley <doyel.shamley@co.apache.az.us>; Travis Simshauser <tsimshauser@co.apache.az.us>; Richard C. Guinn <rguinn@co.apache.az.us>; Priscilla Lee <plee@navajodot.org>
Subject: 404 permit for Aspen Loop

Gentlemen,

Today on the conference call I thought I heard mentioned that the 404 permit is still outstanding.

The last time we met in person, this was brought up and I was told that a 500.00-dollar fee was required for the 401 certification.

Am I confusing the two permits? When I received the 401 permit I believed that the 500-dollar fee must have been paid by NDOT.

Please clarify if an Army Corps 404 permit is required? If so, what is the anticipated time frame to receive it? I understood that no jurisdictional waterways would be impacted by the project.

As Supervisor Shamley has made a point of insuring all clearances have been met prior to Board of Supervisor approval I just want to be sure we have everything before the meeting on the 6th of Feb.

Please respond to me as soon as possible so I can place the IGA amendment on the agenda next Monday.

Thank you for your attention to this,

Ferrin

Ferrin Crosby

From: Joe Young
Sent: Tuesday, December 19, 2017 4:23 PM
To: Ferrin Crosby; Travis Simshauser; Michael Whiting
Cc: Dave Swietanski; Ryan Patterson
Subject: RE: Amendment to IGA xxxxxxx (Aspen Loop)

Follow Up Flag: FollowUp
Flag Status: Flagged

Is this scope of work the original project? If so, I am ok with the document.

As far as making the amendment, we can either take this document and drop it into the original IGA and call it an amended and restated IGA and have the parties sign again (this is preferred), or we can just adopt it as an amendment where all we need is the IGA identifying information, a statement that the original IGA is hereby amended to include the following information, then include your new document, then we need a new signature page.

From: Ferrin Crosby [mailto:cfcros@co.apache.az.us]
Sent: Monday, December 11, 2017 7:19 AM
To: Travis Simshauser; Joe Young; Michael B. Whiting
Cc: Dave Swietanski; Ryan Patterson
Subject: FW: Amendment to IGA xxxxxxx (Aspen Loop)

Joe, Michael,

This past Tuesday we discussed the Aspen loop project and the intent to move forward once we receive the 401 Clean Water Act Certification.

I have put together most of what I think we need for the amendment. What I need is your review and expertise in tying it to the existing IGA District 2 signed earlier this fall.

If I can help get any more information together, please let me know.

Thanks for your help,

Ferrin

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

**AMENDMENT NO.1
(N-124 ASPEN LOOP C-402)**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY").

WHEREAS, by the adoption of Resources and Development Committee Resolutions the NATION has previously approved road maintenance projects for certain public roads within Apache County and the Navajo Nation and may from time to time approve additional such projects (all such projects to be collectively referred to herein as the "PROJECTS"); and

WHEREAS, the NATION is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads and pipelines; and

WHEREAS, the COUNTY is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the NATION and the COUNTY have previously entered into a Memorandum of Understanding dated December 16, 2014 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

WHEREAS, consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete the PROJECTS, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in road repair activity for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions,

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Purpose.** The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the PROJECTS; providing project planning assistance to the Nation and the Chapters in connection with the PROJECTS; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION.

Unless otherwise agreed to in writing, the COUNTY shall have no responsibility for the maintenance or repair of the roads after the completion of a PROJECT.

1.1 Current PROJECTS. The PROJECT (N124 Oak Springs – Aspen Loop Road

– Aspen Loop Road Improvement Project) is described in Attachment A hereto. From time to time, the parties may agree to additional PROJECTS, each such additional PROJECTS to be described in a separate Attachment to be appended to this IGA with the written approval of the authorized representatives of both parties. Any such additional PROJECT shall be governed by the terms of this IGA.

2. **Funding.** For the initial PROJECT as described in Attachment A, the NATION has set aside up to SIX HUNDRED SIX THOUSAND, SIX HUNDRED SEVENTY-NINE dollars (\$606,679.00) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

2.1 Funding for Additional PROJECTS. For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the Attachment describing that PROJECT.

3. **Appropriations.** The NATION warrants that the sum referenced in Section 2 above has been set aside in the Navajo Nation Road Fund and/or General Fund allocations for the purposes set forth in Section 2 and Attachment A.

4. **Key Officials.** The key officials for each party are as follows:

Apache County
Mr. Ferrin Crosby
Engineering Department
P.O. Box __238____
St. Johns, Arizona __85936____
Office (928) 337-7528
Fax (928) 337-2062

Navajo Nation
Mr. Garret Silversmith
Navajo Division of Transportation
P.O. Box 4620
Window Rock, Arizona 86515
Office (505) 371-8301
Fax (505) 371-8399

5. **Need for Materials, Supplies, Road Repair Activity and Project Planning Support.** The parties shall jointly agree on the materials and supplies required for the PROJECTS before each procurement is made. The COUNTY shall agree to the level and type of support it will provide to assist the NATION on the road repair activity. The COUNTY will provide project planning assistance and guidance in determining what materials and supplies are required. Additional project planning support may be provided by the COUNTY as requested by the NATION, but it is understood that the completion of the PROJECTS is the responsibility of the NATION and/or the Chapters which will benefit from the PROJECTS. If the COUNTY will be acting in any capacity other than that of a procurement agent in connection with a PROJECT, the NATION and/or Chapters shall provide such documentation as the COUNTY may reasonably require that the PROJECT roads are eligible for expenditures of COUNTY resources under the applicable Arizona statutes and constitutional provisions. Attachment B provides an acceptable format for the NATION to provide documentation of such eligibility. The NATION shall provide this document, duly executed, when projects require services in addition to procurement.

6. **Procurement Procedures.** Unless otherwise agreed in writing by the parties, all materials and supplies procured by the COUNTY pursuant to this IGA shall be procured in accordance with the Arizona Procurement Code and the Apache County Procurement Policy. Procurement shall include the delivery of the materials and supplies by the vendor to the site(s) where they are required.
7. **Payment to the COUNTY.**
 - A. The NATION shall advance funding for each PROJECT prior to any material being ordered. For materials, supplies, equipment and labor, the NATION shall pay the COUNTY for the actual cost and any directly related procurement expenses (newspaper ads, etc.) The COUNTY shall not charge the NATION any overhead or administrative expenses for procurement and project planning services under this IGA. If the advanced funds are not adequate to complete the PROJECT the NATION shall advance additional funds within 30 days after receipt of a written request by the COUNTY; the COUNTY shall have no obligation to continue with any PROJECT for which adequate funding has not been received.
 - B. Costs incurred before the finalization of this Agreement which are deemed reasonable, allowable, and allocable to performance of the Agreement as agreed to by the parties may be paid.
 - C. The COUNTY will provide a quarterly report showing expenditures against the advance.
 - D. Each quarterly report shall reference this IGA and the appropriate Attachment.
 - E. The COUNTY shall provide for strict accountability of all costs of materials, supplies, equipment and labor applied against the advance, shall maintain an accurate accounting of all PROJECT-related expenditures, and shall preserve such records for at least three (3) years following the final payment under this IGA. Copies of all correspondence, reports and invoices associated with this IGA shall be furnished to the NATION.
8. **No Surplus Funds.** Upon completion of each PROJECT and at the termination of this IGA, there shall be no surplus money on hand because all funds advanced will have been disbursed on PROJECT expenditures or returned to the NATION. The COUNTY shall refund surplus funds to the NATION 30 days after parties mutually agree a PROJECT is complete.
9. **Assignment.** The COUNTY shall not assign or transfer any interest in this IGA or assign any claims for reimbursement under this IGA without the prior written approval of the NATION. The COUNTY shall not assign any of its responsibilities under this IGA without the prior written approval of the NATION.
10. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the Apache County Board of Supervisors. This IGA shall terminate five (5) years after the date of the last signature.
11. **Amendment / Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of both parties.

12. **Termination.** Either party may terminate this IGA, or its participation in any PROJECT, upon written notice if the other party has failed to cure a default hereunder thirty (30) days after written notice of default from the non-defaulting party. Upon such termination, reimbursement, not covered by the advance, shall be made for materials and supplies procured and project planning support provided prior to the date of termination. Money advanced to the COUNTY but not spent or committed shall be refunded to the NATION prior to the date of termination.
13. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.
14. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.
15. **Other Terms and Conditions.**
 - A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the NATION's public roads. The COUNTY's participation in this IGA is in the spirit of cooperation described in the MOU, and, except as expressly set forth herein, the COUNTY shall have no authority, responsibility or liability in connection with the PROJECTS or the roads that are the subject of the PROJECTS, including road deterioration as a result of road use.
 - B. Neither the NATION nor the COUNTY waives any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the NATION, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the NATION's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or shall be construed to create any right of action in any third party.
 - C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.
 - D. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.
16. **Dispute Resolution Procedures.** Any dispute arising out of or relating to this IGA shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 554(J) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration.

Notice of intent to invoke arbitration against the NATION shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 555.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION

Russell Begay, President

Date

APACHE COUNTY

Joe Shirley Jr. Chairman, Board of
Supervisors

Date

ATTEST:

Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.

County Attorney

Date

ATTACHMENT A

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N124 Aspen Loop Oak Springs, AZ	2007	TCDCMA-08-07	C01320.9024	\$ 300,174.00
	2015	RDCS-61-14	C01515.9024	306,504.00
Total				\$ 606,679.00

The allocated funds will be used for 10.7 miles of road improvement by culvert replacements, preparing the road by re-crowning, limestone and mag chloride application.

ATTACHMENT B

AMENDMENT NO. 1

(N-124 Aspen Loop C-402)

1. **Funding.** For the initial PROJECT as described in Attachment A, the NATION has set aside up to SIX HUNDRED SIX THOUSAND, SIX HUNDRED SEVENTY-NINE dollars (\$606,679.00) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

- 1.1 **Funding for Additional PROJECTS.** For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the Attachment describing that PROJECT

Scope of Work for N-124-Aspen Loop Road (C-402)

The following is the Apache County "Scope of Work" (SOW) for the construction project located along Apache County Road C-402 and BIA Route N-124 also known as Aspen Loop. The project limits are for approximately 10 miles along Aspen Loop consisting of the replacement or new installation of approximately 45 steel corrugated metal pipe (CMP) culverts as indicated in the NDOT "N124 Aspen Loop CMP Inventory" spread sheet date May 23, 2016 and attached maps titled "N124 Aspen Loop Aerial, Oak Springs Presentation", dated December 22, 2015.

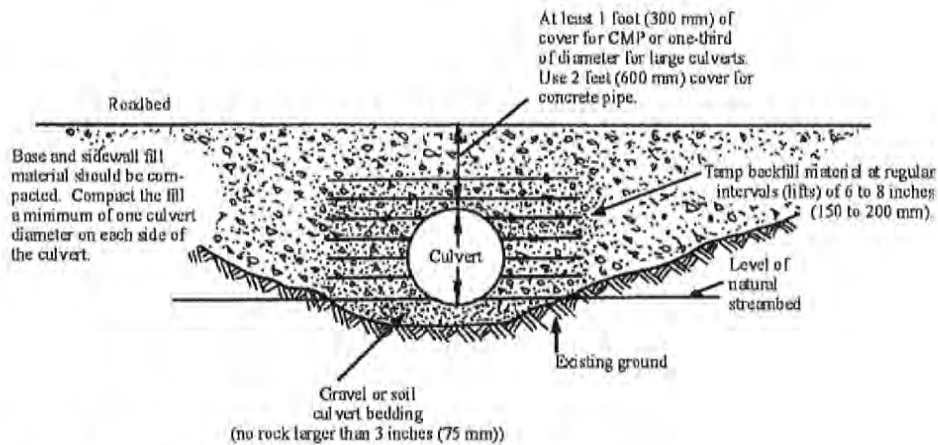
Corrugate culvert piping material will be provided to Apache County work forces during the construction phase. After the installation of the CMP's, the roadway geometrics will be shaped to a typical and or previous profile. The roadway surface material will be cut, rolled and compacted with supplied water. Aggregate gravel material (Limestone) will be placed on the compacted sub-grade material. Road stabilizer (Magnesium Chloride) will be applied to the roadway surface material which will bind the material allowing for stronger load bearing and dust control.

Scope of Work

Apache County will perform the following:

- County will install approx. 45 culverts of 48-inch diameter and less.
- County will transport bedding material (limestone) from St. Johns to the project sites
- County will provide the resources for the placement of water along the road for compaction
- County will provide Traffic Control along the project route
- Culvert trench excavation
- Culvert installation per NDOT culvert design
- Compaction of shading and sub-grade material surrounding culverts up to and including established grade surface
- Roadway profile reshaped to previous conditions
- Culvert backfilling per County specification as show below in Figure 1
- Limestone platting material will be provide, placed and transported by Apache County at the agreed upon price with NDOT
- County will provide transportation and placement of supplied water
- County will provide and apply Magnesium Chloride, at the agreed upon price to NDOT, over the length of the project when weather conditions warrant

Fig. 1 Cross Section View of Typical Culvert Installation



Apache County **will not** be responsible for the following:

- Survey staking (NDOT to provide survey staking w/off set laths indicating location and size of culverts w/inlet and outlet elevations as well as roadway profiles at road hazardous locations)
- Utility clearance to be completed by others
- Water Permits will be the responsibility of the Navajo DOT Project Management. The estimated water usage is 40,000 gallons
- Apache County will request the Navajo Nation Department of Roads provide delivery of culverts from the Chapter to the project site as needed
- No compaction testing or analysis
- Culvert inventory prior to start of construction

Timeline

The start of the project is dependent on obtaining the approved 404 & 401 permits by NDOT with the required CMP's to be delivered (by others) at or near the project site. Other considerations are the County's regular workloads this season, as well as any weather delays. The County anticipates the project could start as early as winter of 2017 and continue thru the Summer months of 2018.

Contacts

- Ferrin Crosby: Apache County Engineer, (928) 337-7528
- Dave Swietanski: Apache County Roads Manager, (928) 337-7505, C (928) 245-6658
- Rafael Lynch: Apache County Road Yard Foreman, (928) 688-2745, C (928) 587-1454

Aspen Loop Culverts

Stays	Reuse	Busted
-------	-------	--------

	Existing Culverts		Selected Design			Existing Culverts		Selected Design	
	No.	Size	No.	Size		No.	Size	No.	Size
DS1	1	24"	1	24"	DS38	1	18"	1	30"
DS2			1	54"	DS39	1	18"	1	24"
DS3	1	24"	1	24"	DS40			1	30"
DS4	1	24"	1	24"	DS41			1	24"
DS5	1	60"	2	72" ?	DS42	1	24"	1	24"
DS6	1	72"	4	96" ?	DS43			1	30"
DS7	1	24"	1	24"	DS44			1	24"
DS7B	1	24"	1	24"	DS45			1	24"
DS8	1	24"	1	30"	DS46			1	24"
DS9	1	24"	1	24"	DS47			1	24"
DS10	1	18"	1	18" ?	DS48			1	24"
DS11	1	18"	1	24"	DS49			1	24"
DS12			1	36"	DS50	1	24"	1	36"
DS13			1	24"					
DS14	1	24"	1	24"					
DS15	1	24"	1	24"					
DS16	1	30"	1	36"					
DS17			1	42"					
DS18	1	24"	1	24"					
DS19	1	24"	1	24"					
DS20			1	24"					
DS21	1	24"	1	24"					
DS22	1	72"	1	72"					
DS23	1	24"	1	24"					
DS24			1	24"					
DS25	1	48"	1	48"					
DS26	1	24"	1	24"					
DS27			1	24"					
DS28			1	24"					
DS29			1	24"					
DS30			1	24"					
DS31			1	24"					
DS32			1	24"					
DS33	1	48"	1	48"					
DS34			1	24"					
DS35	1	24"	1	24"					
DS36*			6	54" ?					
DS37			1	24"					
DS37B	1	24"	1	24"					

NOTES:

- * 8-10 locations may affect farm fields
- * 9 potential arch. conflicts
- * 45 culverts under 48"
- * DS36 possible low-water crossing

New Culverts			New Culverts		
	No.	Size		No.	Size
DS1			DS38	1	30"
DS2	1	54"	DS39	1	24"
DS3			DS40	1	30"
DS4	1	24"	DS41	1	24"
DS5	2	72" ?	DS42	1	24"
DS6	4	96" ?	DS43	1	30"
DS7			DS44	1	24"
DS7B			DS45	1	24"
DS8	1	30"	DS46	1	24"
DS9			DS47	1	24"
DS10			DS48	1	24"
DS11	1	24"	DS49	1	24"
DS12	1	36"	DS50	1	36"
DS13	1	24"			
DS14					
DS15					
DS16	1	36"			
DS17	1	42"			
DS18					
DS19					
DS20	1	24"			
DS21					
DS22	1	72"			
DS23					
DS24	1	24"			
DS25					
DS26	1	24"			
DS27	1	24"			
DS28	1	24"			
DS29	1	24"			
DS30	1	24"			
DS31	1	24"			
DS32	1	24"			
DS33					
DS34	1	24"			
DS35	1	24"			
DS36	6	54" ?			
DS37	1	24"			
DS37B					

TOTALS	
No.	Size
24	24"
4	30"
3	36"
1	42"
1 or 7	54"
0 or 2	72"
0 or 4	96"

TOTAL Still Needed	
No.	Size
23	24"
4	30"
3	36"
1	42"
1 or 7	54"
0 or 4	96"

*before looking to
chapter house supply

Actual Inventory		
24 in	30 ft	15
30 in	30 ft	4
36 in	20 ft	12
42 in	30 ft	6
54 in	20 ft	9
72 in	20 ft	11
72 in	10 ft	4
96 in	20 ft	15

*assume 30 ft minimum

Need to Order	
8	24"
0 or 2.5	54"

COST ESTIMATE

Mag Chloride - Applied

10.7 mile (5280)(24)/9(0.30)/184.5 per ton = 204 tons of Mag @ \$152./ton = **\$31,008**

Limestone Material (only)

4-inch (24)(10.7 miles)(127 lbs/cf)(5280)/2000 = 28,700 tons @ \$10/ton = **\$287,000**

Transportation of Limestone (90 miles one way to site)

28,700 tons of limestone material/22 ton per truck load = 1,305 truckloads x 90-miles loaded one way =
117,450 total miles x \$2.50 /mile = **\$293,635**

Estimated Total Cost \$611,643

NNDOT Funding \$606,679

Apache County to make up \$4,964 shortfall



Navajo Nation Environmental Protection Agency
P. O. Box 339, Window Rock, AZ 86515
Phone: 928-871-7690 • Fax: 928-871-7996



Russell Begaye,
President

Jonathan Nez,
Vice-President

December 22, 2017

Taft Blackhorse
Department of Project Management
Navajo Division of Transportation
P.O. Box 4620
Window Rock, AZ 86515

RE: Clean Water Act § 401 Water Quality Certification Award for Navajo Division of Transportation, County Road 402/N124, Aspen Loop Road, Oak Springs, Arizona (Certification ID No. 2016-0183WR)

Dear Mr. Blackhorse:

The Navajo Nation Environmental Protection Agency (Navajo EPA) has reviewed the above-referenced 401 Water Quality Certification Complete Application received on October 30, 2017. The Public Notice has ended, no comments were received, and therefore Bureau of Reclamation has been awarded for their 401 Certification project.

Apache County and Navajo Division of Transportation will be coordinating with one another to carry out the road improvement project to "Aspen Loop." The improvement consist of replacing culverts and installing new culverts, approximately 45 steel corrugated metal pipe(CMP) culverts will be installed. After the installations of the CMPs the roadway geometrics will be shaped to a typical and or previous profile. The roadway surface material will be cut, rolled and compacted with supplied water. Aggregate gravel material will be placed on the compact sub-grade material. Road stabilizer will be applied to the roadway surface material. The project will result in excavating and dredging activity total of 761 cubic yards. The total water body disturbance is 0.12 acres.

Your request for a 401 certification is hereby granted with the following conditions:

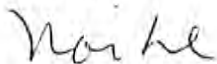
1. Navajo Division of Transportation, NDOT shall provide a copy of these Clean Water Act § 401 Water Quality Certification conditions to all appropriate contractors and subcontractors. NDOT shall ensure that these conditions are understood by all appropriate contractors and subcontractors. NDOT shall keep at copy of these conditions at the construction site where the workers may read it.
2. Erosion control and/or bank protection features (e.g., silt fences, straw bales, riprap, or mulching) shall be used, where appropriate, to minimize channel or bank erosion and soil loss. These features shall be maintained, as necessary, during pre-construction and construction periods. Denuded areas shall be revegetated as soon as possible with native plants and seed.
3. Earthen fill placed in locations subject to scour shall contain no more than ten percent (10%) of particles finer than 0.25 mm diameter (passing a No. 60 sieve, on a dry weight basis).
4. Upon completion of construction, the work area shall be restored to maintain the stability of upstream and downstream segments of the impacted surface water bodies listed above with respect to erosion and sedimentation.
5. NDOT is responsible for ensuring construction material and/or fill, placed within the ordinary high water mark (OHWM), is free from substances (including fines that may be associated with rip-rap material) that can cause or contribute to pollution of a surface water.
6. Debris (such as soil, silt, sand, rubbish, cement, asphalt, oil or petroleum products, organic materials, tires or batteries) derived from construction activities shall not be deposited at any site where it may be washed into Water of the United States and shall be properly disposed of after completion of the NDOT is responsible for ensuring construction material and/or fill, placed within the ordinary high

7. NDOT shall have a spill containment plan to ensure that pollutants are contained, removed and properly disposed of. In addition, equipment maintenance shall be performed at an upland site away from Waters of the Navajo Nation.
8. Runoff and seepage from alterations of the natural environment into the impacted surface water bodies listed above shall not cause a violation of Navajo Nation Surface Water Quality Standards.
9. Construction materials, including concrete, asphalt, and piping, shall consist of materials that do not leach pollutants into surface or ground waters. Activities shall be conducted and monitored to ensure that pollution from concrete formation and equipment washing does not drain into surface or ground waters.
10. At completion, all construction residues, equipment and non-native materials shall be removed from and properly disposed of outside the 100-year floodplain.
11. Stockpiles of construction materials shall be stored outside of jurisdictional waters.
12. No discharge of process water, material processing residue, wastewater or other residual material is authorized within jurisdictional waters.
13. Flows shall be diverted around work operations or the work shall be performed during low water conditions when the area is naturally dewatered. When there is water flow within the construction area, construction activity shall cease and construction equipment relocated outside the watercourse.
14. Photographic documentation before the project commences and after the project is completed shall be submitted to Lee Anna Martinez-Silversmith at Navajo EPA.

This certification is approved with the understanding that the subject activities are consistent with the terms, conditions, and regional conditions of the United States Army Corps of Engineers (USCOE) Nationwide Permit Program. If there are any substantive changes in the proposed project that may affect water quality, the applicant shall notify our office. Failure to do so will result in revocation of this certification. This certification is valid for the period specified in the USCOE Nationwide Permit Regulations (33 CFR Part 330). If for some reason the USCOE permit is revoked, suspended or modified, this certification may also be revoked, suspended or modified.

If you have any further questions regarding this certification, please contact our office at 928-871-7700.

Sincerely,



Ronnie Ben
Department Director
Surface and Groundwater Protection Department
Navajo Nation Environmental Protection Agency

cc: Gil Arviso, Apache County-Ganado
Ferrin Crosby, Apache County-Show Low
File

**BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480**

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: N124 (Aspen Loop Road) Culvert Replacement

DESCRIPTION: The Navajo Division of Transportation (NDOT) proposes to replace a total of 37 culverts on N124.

LOCATION: BOP: 670190E 3924760N EOP: 672290E 3935510N, Oak Springs, Apache County, Arizona

REPRESENTATIVE: Verna Tsosie, Environmental Specialist, NDOT

ACTION AGENCY: NDOT

B.R. REPORT TITLE / DATE / PREPARER: Requets for Biological Clearance/11 OCT 2011/Verna Tsosie

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3. FONSI issued on 20 OCT 2006.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: [1] Avoid the Migratory Bird breeding season of 15 APR-15 AUG.

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/28 OCT 2011

COPIES TO: (add categories as necessary)

☐ _____ ☐ _____

2011 NOV 4 PM 5:42
NAVAJO DIVISION
OF TRANSPORTATION
ADMINISTRATION

2 NTC § 164 Recommendation:

Signature

- ☒ Approval
- ☐ Conditional Approval (with memo)
- ☐ Disapproval (with memo)
- ☐ Categorical Exclusion (with request letter)
- ☐ None (with memo)

Vila Willett

Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife

***I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.**

Representative's signature

Date

THE NAVAJO NATION



BEN SHELLY PRESIDENT
REX LEE JIM VICE PRESIDENT

MEMORANDUM

TO : Viola Willetto, Wildlife Manager
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

FROM : 
Kevin Gleason, Wildlife Law Enforcement Manager
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

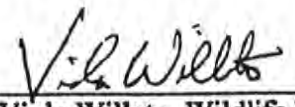
DATE : November 01, 2011

SUBJECT : DELEGATION OF AUTHORITY

I will be out in the field and I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective 8:00 a.m. on Wednesday, November 02, 2011. This delegation shall end at 5:00 p.m. on Wednesday, November 02, 2011.

Your authority will cover the review and signing off of all routine documents pertaining to the Department of Fish and Wildlife, except for issues that you feel should have the attention of the Director.

ACKNOWLEDGEMENT:


Viola Willetto, Wildlife Manager
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

xc: Frederick H. White, Executive Director, DNR

2011 NOV 4 PM 5 09
NAVAJO DIVISION
OF TRANSPORTATION
ADMINISTRATION



United States Department of the Interior

Bureau of Indian Affairs
Navajo Region
P. O. Box 1060
Gallup, New Mexico 87305



MC 620: Division of Environmental, Cultural & Safety Management

Mr. Joe Shirley, Jr.

President, The Navajo Nation

Attention: Gene Martinez, Senior Programs & Projects Specialist, Navajo Nation Department of Transportation, Division of Community Development



Dear President Shirley:

The Environmental Assessment (EA), EA-06-077 for the proposed Improvements to 10.07 Miles of Navajo Route 124 (N124), also known as Aspen Loop Road, located east of Oak Springs, Apache County, Arizona, has been reviewed in the Division of Environmental, Cultural and Safety Management, Navajo Regional Office. A Finding of No Significant Impact (FONSI) has been determined for the proposed action which will not have a significant impact on the quality of the natural and human environment. An environmental impact statement for the road improvement project is not required.

If you have questions, you may contact Ms. Harilene Yazzie, Regional NEPA Coordinator, at (505) 863-8287.

Sincerely,


Acting Regional Director, Navajo

Enclosure

cc: Gene Martinez, Navajo Department of Transportation, The Navajo Nation, P.O. Box 4620, Window Rock, AZ 86515

**FINDING OF NO SIGNIFICANT IMPACT
ENVIRONMENTAL ASSESSMENT DOCUMENT, EA-06-077
IMPROVEMENTS TO 10.07 MILES OF NAVAJO ROUTE 124 (N124)**

**NAVAJO NATION DEPARTMENT OF TRANSPORTATION & BUREAU OF INDIAN
AFFAIRS, NAVAJO REGION, DEPARTMENT OF TRANSPORTATION**

**Location: Surrender Canyon, AZ & Hunters Point, AZ, Quadrangles, USGS 7.5-Minute Series
Maps**

BOP: UTM Zone 12, N3924760, E670190

EOP: UTM Zone 12, N3935510, E672290

Oak Springs, Apache County, Arizona

The proposed action is approval of a right-of-way (ROW) grant by the Bureau of Indian Affairs (BIA) for improvements to 10.07 miles of the existing Navajo Route 124 (N124), also known as Aspen Loop Road, in Oak Springs, Apache County, Arizona. Proposed improvements will consist of realigning the existing ROW, cutting, filling/backfilling and grading, installation and/or replacement of culverts, and paving the road surface. The roadway to be improved is 10.07 miles long and 300 feet wide encompassing approximately 366.2 acres of Navajo Tribal Trust land. The project begins at the intersection of N124 and N12 south of the Oak Springs Chapter House, proceeds north paralleling the Black Creek Wash toward Aspen Canyon, loops around the east uplands of Oak Springs community and eventually ends back at N12 south of Hunters Point. The project is sponsored by the Navajo Nation Department of Transportation, P.O. Box 4620, Window Rock, Arizona 86515, and the BIA, Navajo Region, Department of Transportation, P.O. Box 1060, Gallup, New Mexico, 87305.

The environmental assessment (EA) was reviewed in the Division of Environmental, Cultural and Safety Management, Navajo Regional Office. Based on the environmental assessment, and the mitigation measures specified in the document, it is determined that the proposed project will not have a significant impact on the natural and human environment. Therefore, in accordance with the National Environmental Policy Act, Section 102 (2) (C), an environmental impact statement will not be required.

The following references, incorporated in the environmental assessment, serve as the bases for this decision:

1. Agency and public involvement was solicited, and environmental issues relative to the proposed project were identified. Alternative courses of action and mitigation measures were developed in response to environmental concerns and issues.
2. The EA disclosed the environmental consequences of the proposed action and two potentially viable alternatives including the "no action" alternative.
3. In compliance with the Endangered Species Act, informal consultation was held with the Navajo Department of Fish and Wildlife (NDFW), Natural Heritage Program (NHP). The NDFW provided a list of species of concern either known to occur on or near the project site(s), or having the potential to occur on the *Hunter's Point, AZ-NM & the Surrender Canyon, AZ*, USGS 7.5-minute quadrangles containing the project boundaries (Appendix C-June 13, 2005, Consultation Letter). Doug Loebig, biologist with Múukui-ci Cultural and Environmental Services (MCES), surveyed the proposed project site on September 29 and October 5, 6, 7, and 17, 2005. The project area was examined by walking parallel, zig-zag transects. Project boundaries and significant biological locations were plotted with GPS equipment. The proposed improvements to N124 should have no effect to listed species. It is recommended that construction activities be strictly confined to the non-breeding season (September through March). If construction work cannot be confined to the existing road in all riparian zones and Bio Locations 1 through 8, additional consultations with the NDFW biologists and species-specific surveys shall be conducted during the appropriate season where sensitive species habitat modification is anticipated (Appendix D-Biological Assessment).

13. Cumulative and secondary effects on soil, water, air, noise, vegetation, cultural resources, and wildlife resources (species and habitat) were considered, and the proposed mitigation measures were found to be acceptable. The contractor shall reclaim all disturbed areas within the right-of-way according to recommendations provided by the Navajo Nation Department of Agriculture (Appendix G).

14. In accordance with Executive Order 12898 on Environmental Justice, impacts to minority and low-income populations and communities have been considered by the Regional NEPA Coordinator, as have impacts to Indian Trust Resources.

The proposed action will result in an improved, safe, road for school buses, public service vehicles, and local community members living in the area commuting to work as well as those traveling for pleasure, especially during inclement weather.


Regional NEPA Coordinator

10/20/06
Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY").

WHEREAS, by the adoption of Resources and Development Committee Resolutions the NATION has previously approved road maintenance projects for certain public roads within Apache County and the Navajo Nation and may from time to time approve additional such projects (all such projects to be collectively referred to herein as the "PROJECTS"); and

WHEREAS, the NATION is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads and pipelines; and

WHEREAS, the COUNTY is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the NATION and the COUNTY have previously entered into a Memorandum of Understanding dated December 16, 2014 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

WHEREAS, consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete the PROJECTS, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in road repair activity for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions,

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purpose.** The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the PROJECTS; providing project planning assistance to the Nation and the Chapters in connection with the PROJECTS; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for PROJECTS which are eligible for such activities by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION. The Statement of Work (SOW) is described in Attachment A for additional information. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION.

Unless otherwise agreed to in writing, the COUNTY shall have no responsibility for the maintenance or repair of any work done pursuant to this Agreement after the completion of a PROJECT.

- 1.1 **Initial and Additional PROJECTS.** The initial PROJECT is described in Attachment A hereto. From time to time, the parties may agree to additional PROJECTS, each such additional PROJECTS to be described in a separate Attachment to be appended to this IGA with the written approval of the authorized representatives of both parties. Any such additional PROJECT shall be governed by the terms of this IGA.

2. **Funding.** For the PROJECT as described in Attachment B, the NATION has set aside up to One hundred, ninety-two thousand, four hundred, ninety-one dollars and seventy-seven cents dollars

(\$192,491.77) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

2.1 Funding for Additional PROJECTS. For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the Attachment describing that PROJECT.

3. **Appropriations.** The NATION warrants that the sum referenced in Section 2 above has been set aside in the Navajo Nation Road Fund and/or General Fund allocations for the purposes set forth in Section 2 and Attachment B.

4. **Key Officials.** The key officials for each party are as follows:

Apache County
Mr. Ferrin Crosby
Engineering Department
P.O. Box 238
St. Johns, Arizona 85936
Office: (928) 337-7528
Fax: (928) 337-2062

Navajo Nation
Mr. Garret Silversmith
Navajo Division of Transportation
P.O. Box 4620
Window Rock, Arizona 86515
Office: (505) 371-8301
Fax: (505) 371-8399

5. **Need for Materials, Supplies, Road Repair Activity and Project Planning Support.** The parties shall jointly agree on the materials and supplies required for the PROJECTS before each procurement is made. The COUNTY shall agree to the level and type of support it will provide to assist the NATION on the road repair activity. The COUNTY will provide project planning assistance and guidance in determining what materials and supplies are required. Additional project planning support may be provided by the COUNTY as requested by the NATION, but it is understood that the completion of the PROJECTS is the responsibility of the NATION and/or the Chapters which will benefit from the PROJECTS. If the COUNTY will be acting in any capacity other than that of a procurement agent in connection with a PROJECT, the NATION and/or Chapters shall provide such documentation as the COUNTY may reasonably require that the PROJECT roads are eligible for expenditures of COUNTY resources under the applicable Arizona statutes and constitutional provisions.

6. **Procurement Procedures.** Unless otherwise agreed in writing by the parties, all materials and supplies procured by the COUNTY pursuant to this IGA shall be procured in accordance with the Arizona Procurement Code and the Apache County Procurement Policy. Procurement shall include the delivery of the materials and supplies by the vendor to the site(s) where they are required.

7. **Payment to the COUNTY.**

A. The NATION shall advance funding for each PROJECT prior to any material being ordered. For materials, supplies, equipment and labor, the NATION shall pay the COUNTY for the actual cost and any directly related procurement expenses (newspaper ads, etc.). The COUNTY shall not charge the NATION any overhead or administrative expenses for procurement and project planning services under this IGA. If the advanced funds are not adequate to complete the PROJECT the NATION shall advance additional funds within 30 days after receipt of a written request by the COUNTY; the COUNTY shall have no obligation to continue with any PROJECT for which adequate funding has not been received.

B. Costs incurred before the finalization of this Agreement which are deemed reasonable, allowable, and allocable to performance of the Agreement as agreed to by the parties may be paid.

C. The COUNTY will provide a quarterly report showing expenditures against the advance.

D. Each quarterly report shall reference this IGA and the appropriate Attachment.

- E. The COUNTY shall provide for strict accountability of all cost of materials, supplies, equipment and labor applied against the advance, shall maintain an accurate accounting of all PROJECT-related expenditures, and shall preserve such records for at least three (3) years following the final payment under this IGA. Copies of all correspondences, reports and invoices associated with this IGA shall be furnished to the NATION.
8. **No Surplus Funds.** Upon completion of each PROJECT and at the termination of this IGA, there shall be no surplus money on hand because all funds advanced will have been disbursed on PROJECT expenditures or returned to the NATION. The COUNTY shall refund surplus funds to the NATION 30 days after parties mutually agree a PROJECT is complete.
9. **Assignment.** The COUNTY shall not assign or transfer any interest in this IGA or assign any claims for reimbursement under this IGA without the prior written approval of the NATION. The COUNTY shall not assign any of its responsibilities under this IGA without the prior written approval of the NATION.
10. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the Apache County Board of Supervisors. This IGA shall terminate four (4) years after the date of the last signature.
11. **Amendment/Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of both parties.
12. **Termination.** Either party may terminate this IGA, or its participation in any PROJECT, upon written notice thirty (30) prior to the effective date of termination. Upon such termination, reimbursement, not covered by the advance, shall be made for materials and supplies procured and project planning support provided prior to the date of termination. Money advanced to the COUNTY but not spent or committed shall be refunded to the NATION prior to the date of termination.
13. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.
14. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.
15. **Other Terms and Conditions.**
- A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the NATION's public roads. The COUNTY's participation in this IGA is in the spirit of cooperation, and except as expressly set forth herein, the COUNTY shall have no authority, responsibility or liability in connection with the PROJECTS or the roads that are the subject of the PROJECTS, including road deterioration as a result of road use.
- B. Neither the NATION nor the COUNTY waives any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the NATION, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the NATION's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or shall be construed to create any right of action in any third party.

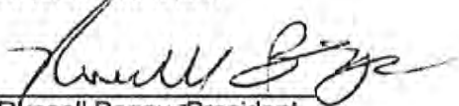
- C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.
- D. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.

16. **Dispute Resolution Procedures**. Any dispute arising out of or relating to this IGA shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 554(J) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration.

Notice of intent to invoke arbitration against the NATION shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 555.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION

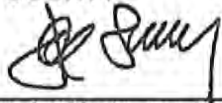


Russell Begay, President

3/2/18

Date

APACHE COUNTY



Joe Shirley Jr. Chairman, Board of Supervisors

10/10/17

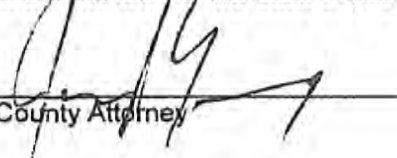
Date

ATTEST:



Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.



County Attorney

10/11/2017

Date

ATTACHMENT A**PROJECT DESCRIPTION:**

The project location is on the Navajo Nation within the Kin Dah' Lichi'i Community. This Statement of Work pertains to Kin Dah' Lichi'i Olta' School Road Improvement Project a partnership between the Navajo Division of Transportation (Navajo DOT) and Apache County District 2 (District 2) for road improvements. These routes are major community use roads by school buses, emergency vehicles, and other residential vehicles. The project consist of 1.6 miles in length from U.S. Hwy. 264 north and roads surrounding the public school. The project includes road improvements involving grading, drainage and soil stabilization of existing routes. Route N-9252 is a total of 1.6 miles, N-203 is 3 miles to C-423 which is 1.5 miles to N-39 and N-9252 for a total of 6.2 miles of possible road improvements for this project. To implement a road improvement plan, it would really benefit the community, the school, staff and the transporting the children to school on a daily basis.

The Kin Dah' Lichi'i Olta' School is located three (3) miles east of the Kin Dah' Lichi'i Chapter. In 1998, the new replacement school was constructed to serve 250 students from grades Kindergarten to 6th grade. One of the bus routes, N-9252 extends from N-39, C-423 and N-203 toward the east from the top of the hill from the old school, however, this route is currently not being used by school buses due to a dangerous turn-off from the main route. Buses are going around Hwy 264 using N-203 and entering from the old Cross Canyon Store.

ATTACHMENT B

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N-203 & N-9252 Kin Dah Lichi'i Olta' Sch.	2017 - 2018	CS-53-17	121004.9024	\$ 192,491.00
Total				\$ 192,491.00

- Estimate is subject to changes with unforeseen changes and unforeseen conditions of Scope of Work with approval of the Project Manager and Construction Manager

PROJECT DESCRIPTION:

The project location is on the Navajo Nation within the Kin Dah' Lichi'i Community. This Statement of Work pertains to Kin Dah' Lichi'i Olta' School Road Improvement Project a partnership between the Navajo Division of Transportation (Navajo DOT) and Apache County District 2 (District 2) for road improvements. These routes are major community use roads by school buses, emergency vehicles, and other residential vehicles. The project consist of 1.6 miles in length from U.S. Hwy. 264 north and roads surrounding the public school. The project includes road improvements involving grading, drainage and soil stabilization of existing routes. Route N-9252 is a total of 1.6 miles. N-203 is 3 miles to C-423 which is 1.5 miles to N-39 and N-9252 for a total of 6.2 miles of possible road improvements for this project. To implement a road improvement plan, it would really benefit the community, the school, staff and the transporting the children to school on a daily basis.

The Kin Dah' Lichi'i Olta' School is located three (3) miles east of the Kin Dah' Lichi'i Chapter. In 1998, the new replacement school was constructed to serve 250 students from grades Kindergarten to 6th grade. One of the bus routes, N-9252 extends from N-39, C-423 and N-203 toward the east from the top of the hill from the old school, however, this route is currently not being used by school buses due to a dangerous turn-off from the main route. Buses are going around Hwy 264 using N-203 and entering from the old Cross Canyon Store.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: 03/26/2018

Issue Nerrut for Fernan Crosby

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 Update to Safety Boot and Prescription Eye Protection Program

BOS Meeting Date Requested 04/03/2018

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Got Young Approval County Atty Office attached

Signature:

Finance Review:

Signature:

Human Resources Review: *n/a*

Signature:

Other Review:

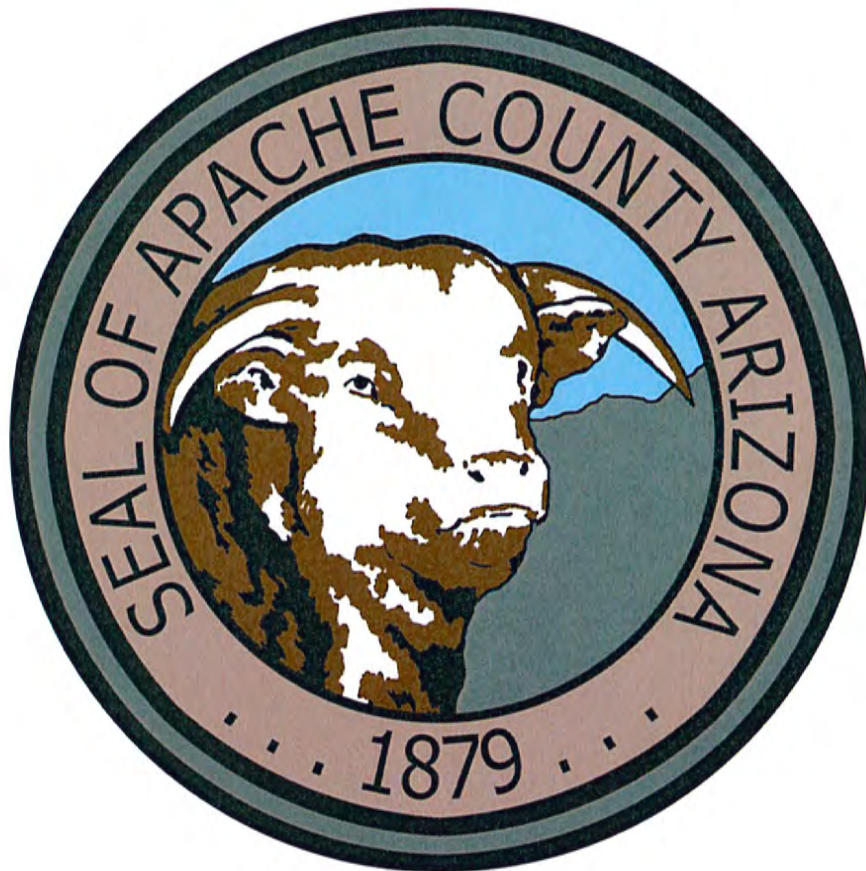
Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

RP

APACHE COUNTY
Safety Boots
&
Prescription Eye Protection
Program



Apache County Safety Boots Program

Purpose:

The purpose of this program is to enhance the current employee Injury and Illness Prevention Program by providing superior quality protective footwear, which meets or exceeds the current OSHA §3380 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards.

Scope:

All employees in the job classifications noted in "Attachment A" are required to wear authorized and approved quality protective safety footwear.

Policy:

- a. Employees are required to wear safety boots at all times while working in areas requiring safety footwear. These areas are determined by the department head or foreman. Any construction site equipment shop or material pit is deemed one of these areas. All other areas will be at the discretion of the foreman or department head. Employees shall ensure that their safety shoes are in safe working order (shoes with exposed steel cap no longer provide the safe protection they were designed for.)
- b. Employees will be required to acquire safety boots before working in areas where the use of safety boots is mandatory.
- c. Employee's failure to acquire the protective footwear within the prescribed timelines or failure to wear the footwear while at work, may subject the employee to disciplinary action up to and including termination.
- d. Foreman/department heads are required to ensure that new employees with job classifications in "Appendix A" have been provided with the safety boots program requirements and have both the foreman/ department head and employee shall sign an affidavit that the employee has received such. Once this affidavit is signed the employee is approved for safety boots purchase/reimbursement allowance by being placed on the approved Safety Boots purchase list that will be updated Bi-annually. Foremen/Department heads shall provide periodic safety boots information to all employees whose job classification appears on "Appendix A".

- e. Each Department shall be responsible for the implementation and funding of the Safety Boots Program.
- f. The County shall not pay for shoes that do not meet the Safety Boots requirements.
- g. Medical waivers for foot protection are not acceptable except for temporary conditions as certified by a medical practitioner licensed by the state of Arizona.
- h. Employees need to be made aware that the up to \$200 allowance for the Safety Boots purchase will be included on all IRS W-2 forms as reportable taxable income and are liable for any and all taxes incurred for such safety boots reimbursements.
- i. In the event an employee leaves county employment within a year of the program benefit the employee will reimburse the county on a prorated basis starting from the purchase date of the footwear to the one year anniversary of the purchase. For example $(\text{cost of the footwear}) \times ((365 - \text{days in employment})/365)$. County funds to be reimbursed by employees leaving service prior to the one year mark will be deducted from the last payroll check.

Procedures:

The use of authorized safety boots is **mandatory** for all County field and shop personnel identified in "Attachment A".

The Safety Boots shall be rated as: ASTM F2413 05 (M/F) I/75 C/75 (ST EH) 6" height or greater, and be leather or composite material with a supported heel, steel toe or composite toe caps.

Suede material and wedge soles will not be authorized or approved.

Within thirty calendar days after employment with Apache County, employees that meet the criteria on "Attachment A" list will be required to obtain safety boots as required in the Safety Boots Program. Discounted group prices currently have been negotiated with the vendor listed below.

- **LeHigh Outfitters**
- **ALLRED'S Western & Casual Wear**
- **Boot Barn**

The current dollar value of the safety boots purchase/reimbursement allowance is \$200.00. All vendors must provide boots that meet the ASTM/ANSI requirements. Employees will be liable for additional cost exceeding the stated allowance amount. Employees may purchase outside of the negotiated vendor list as long as it meets the safety boots rating described above however, if an employee's purchases outside of the listed vendor, the employee will pay 100% of the cost of the approved safety boots and request a reimbursement check from County finance up to the allowance amount of \$200.00, any additional cost exceeding the safety boots allowance amount will be paid by the employee and is not considered taxable or reimbursable. All repairs and returns to the boots vendors will be the responsibility of the employees.

Thereafter, employees will be placed on the annual vendor purchase list from their foreman/department head, normally 12 months after their first safety boots was purchased. (One pair of safety boots every year will be issued). Foreman/Department head will check off the approved safety boots list and verify the employee's name and employee number thus ensuring that employees did not purchase boots less than 12 months prior when requesting safety boots allowance. With the exception of extraordinary work related circumstances authorized in writing by their foreman/department head, replacement or repair of the safety boots within that year period will be the responsibility of the employee.

The Foreman/Department head must evaluate, on a case-by-case basis, employee requests for special footwear or exemption to this program. Medical certification from the employee's treating physician is required for each such requested exemption. The treating physician must provide an assessment of viable footwear alternatives that ensure the safe protection of the employee. The County Public Works Director, Highway Superintendent/Roads Manager, or Department Head will have the final approval of authorized alternative footwear. The employee will be responsible for additional costs above the original dollar value of the original county issued safety boots allowance.

Prescription Safety Eyewear Policy

Purpose:

The purpose of this program is to enhance the current employee Injury and Illness Prevention Program by providing superior quality prescription safety protective eye wear, which meets or exceeds the current OSHA §1917.3 Standard, ASTM (ANSI) Z87.1-2010 or CFR 1926.102 Standards.

Policy:

Employees who are assigned duties which are potentially hazardous to the eyes are required to wear safety eyewear. Potential eye hazards include operations that:

- a. Produce flying particles, such as those created when using machining equipment or portable power tools.
- b. Involve the handling of hazardous liquids, for examples, chemicals, or where there is a potential for a chemical splash hazard.
- c. Involve exposure to intense light, such as working with welding equipment.
- d. Produce an electric arc or molten metal by welding or brazing.
- e. Involve potential exposure to electrical arc flash.
- f. Use pressure systems, such as compressed air or hydraulic systems.

Eligibility:

- a. The employee must be a regular employee in a full or part-time allocated position and eligible for County benefits.
- b. The employee's job duties must require safety eyewear in order to perform his/her employment responsibilities.

Procedure:

- a. Departments will provide and pay for safety eyewear meeting the requirements of ANSI Z87.1
- b. The County will provide an allowance for prescription safety eyewear for employees who are required to wear safety eyewear in order to perform his/her employment responsibility and also require vision corrections
- c. Employee is responsible for obtaining their vision prescription. They can use their own health care vision program or flex spending program if available, or their own money.
- d. Reimbursement of 100% of cost up to \$140 maximum for prescription safety eyewear (including cost associated with fitting and dispensing fees).
- e. Employees are eligible for an allowance once every 12 month period.
- f. Employees can use any vision provider to obtain prescription safety eyewear.
- g. Employees must get ANSI Z87.1 prescription safety eyewear.
- h. Employee must save receipt and submit completed and signed "Request for Reimbursement" form to Employee Resources Department (Appendix A).

Replacement for Damaged Prescription Safety Eyewear:

- a. Repair/replacement will be provided if employee has a workplace accident/injury which entitles the employee to medical treatment or payment of compensation. If an employee merely slips and prescription safety eyewear drops to the floor and breaks, but no personal injury results to the employee, there will get no reimbursement for damage to safety eyewear; unless employee has not received an allowance during the past 12 month period.

Attachment A

Classifications Affected by the Apache County Safety Boots Program

Occupational Job Classes	Class Code	Department
County Engineer	13001	Engineering
Sr. Project Engineer	13027	Engineering
Highway Superintendent	13002	Engineering
Civil Engineering Aide I	13003	Engineering
Civil Engineering Aide II	13004	Engineering
Civil Engineering Aide III	13005	Engineering
Publics Works Foreman I	13007	Engineering
Publics Works Foreman II	13008	Engineering
Road Maintenance Worker I	13009	Engineering
Road Maintenance Worker II	13010	Engineering
Road Maintenance Worker III	13011	Engineering
Operations Manager	13012	Engineering
Field Operations Manager	13013	Engineering
Equipment Mechanic I	13014	Engineering
Equipment Mechanic II	13022	Engineering
Equipment Mechanic III	13023	Engineering
Automotive Mechanic I	13015	Engineering
Automotive Mechanic II	13024	Engineering
Automotive Mechanic III	13025	Engineering
Crusher Operator II	13026	Engineering
Crusher Operator III	13028	Engineering
Shop Foreman	13016	Engineering
Automotive Part Clerk	13017	Engineering
Roads Inspector	13018	Engineering
GIS Program Technician	13019	Engineering
Civil Engineering Technician I	13020	Engineering
Civil Engineering Technician II	13021	Engineering
Roads Manager	13027	Engineering
Hazard Fuels Mitigation Manager	703	Engineering
Admin. Coordinator	18002	*Office & Amin Support
Executive Asst.	18003	*Office & Amin Support
Office Manager	18004	*Office & Amin Support
Admin Asst. I	18023	*Office & Amin Support
Admin Asst. II	18028	*Office & Amin Support

Admin Asst. III	18029	*Office & Amin Support
Manager, Communications	601	Communications
Technician, Senior	602	Communications
Technician	603	Communications
Grants Manager	207	Finance
Director, Building & Maint.	3001	Building, Maint. & Grounds
Inmate Super, Facilities & Const	3010	Building, Maint. & Grounds
Supervisor, Facilities & Const	3002	Building, Maint. & Grounds
Facilities & Const Worker I	3006	Building, Maint. & Grounds
Facilities & Const Worker II	3005	Building, Maint. & Grounds
Facilities & Const Worker III	3004	Building, Maint. & Grounds
Custodian	3007	Building, Maint. & Grounds
Groundswoker	3008	Building, Maint. & Grounds
Custodian/Grounds worker	3009	Building, Maint. & Grounds
Building Official	4002	Planning & Zoning
Enforcement Officer	4005	Planning & Zoning
Building Inspector I	4009	Planning & Zoning
Building Inspector II	4008	Planning & Zoning
Building Inspector III	4007	Planning & Zoning
Wildlife Mitigation Coordinator	4010	Planning & Zoning
Environmental Health Coord.	14005	Public Health
Health Sanitation Aide	14013	Public Health
Div. Mgr. Environmental Health	14014	Public Health
District Supervisors (D1,D2,D3)	9999	Board of Supervisors
District Manager (D1, D2,D3)(Roads)	702	Economic Development
County Manager	301	County Manager
Property Appraiser I	104	Assessor
Property Appraiser II	105	Assessor
Property Appraiser III	106	Assessor
Appraiser Apprentice	114	Assessor
Technical services Coordinator	9011	Adult Probation

*These Positions are eligible for the Safety Boots Program and are determined by the foremen/department heads discretion and is required. These positions must demonstrate a need for foot protection.

Tamie Herrick

From: Ferrin Crosby
Sent: Monday, March 26, 2018 2:35 PM
To: Tamie Herrick
Subject: Fwd: Revised Boot Policy

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Joe Young <jyoung@apachelaw.net>
Date: 3/15/18 10:22 AM (GMT-07:00)
To: Ferrin Crosby <cfcros@co.apache.az.us>, Michael Whiting <whiting@frontiernet.net>, Ryan Patterson <rpatterson@co.apache.az.us>, Patrick Sandoval <psandoval@co.apache.az.us>, Gabriel Freeland <gfreeland@co.apache.az.us>
Subject: RE: Revised Boot Policy

I don't see any reason to change the policy based on these concerns. These types of benefits can always involve tax benefits, and the provision included notifies the employee this and they can handle it as they see fit.

From: Ferrin Crosby [mailto:cfcros@co.apache.az.us]
Sent: Thursday, March 15, 2018 8:48 AM
To: Joe Young; Michael Whiting; Ryan Patterson; Ferrin Crosby; Patrick Sandoval; Gabriel Freeland
Subject: Fwd: Revised Boot Policy

Joe,
Can you clarify the point Travis makes.
Thanks
Ferrin

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Travis Simshauser <tsimshauser@co.apache.az.us>
Date: 3/15/18 11:16 AM (GMT-05:00)
To: Ferrin Crosby <cfcros@co.apache.az.us>, Gabriel Freeland <gfreeland@co.apache.az.us>, Patrick Sandoval <psandoval@co.apache.az.us>, Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Re: Revised Boot Policy

Looking over this the only issue I see at this time is holding the employee responsible for taxes as income. We require these as part of their employment in the work areas described and provide them allowance/reimburshment. therefore I believe it to be safety equipment provided by the county (only

difference is it takes the time and resources of us ordering/physically buying the safety item and puts it in the hands of the employee) and therefore the employee should not be held responsible for showing this as taxable income. Just my thoughts, any comments, questions or concerns feel free to contact me.

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Ferrin Crosby <cfcros@co.apache.az.us>

Date: 3/15/18 09:02 (GMT-07:00)

To: Gabriel Freeland <gfreeland@co.apache.az.us>, Patrick Sandoval <psandoval@co.apache.az.us>, Travis Simshauser <tsimshauser@co.apache.az.us>, Ryan Patterson <rpatterson@co.apache.az.us>

Subject: Fwd: Revised Boot Policy

FYI

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Dave Swietanski <dswietanski@co.apache.az.us>

Date: 3/15/18 10:52 AM (GMT-05:00)

To: Ferrin Crosby <cfcros@co.apache.az.us>

Subject: Revised Boot Policy

FYI - Rough draft....

Dave Swietanski
Apache County Engineering
Sr. Project Engineer
Office - (928) 337-7505
Cell - (928) 245-6658
75 Cleveland Ave.
St. Johns, AZ 85936



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

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

Malena Bazarro, Economic Development, District 3

Date/Signature: 3/26/2018

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

Review and adoption of the Fair Housing Proclamation and Resolution declaring April as Fair Housing Month in Apache County. This item meets the requirement by Department of Housing for communities receiving CDBG, Community Development Block Grant, funds.

//BOS Meeting Date Requested April 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 _____

Beth Bond

From: Malena Bazurto
Sent: Tuesday, March 27, 2018 9:21 AM
To: Beth Bond
Subject: Fair Housing Item for April
Attachments: Fair Housing ProcRes2018.pdf

FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I Alton Joe Shepherd, Chairman of the Board of Apache County, do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Signature

Title

Signed this _____ day of _____, _____

FAIR HOUSING RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors hereby wish all persons living, working, doing business in or traveling through this County to know that:

discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Apache County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin;

and within available resources Apache County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

that Apache County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that Apache County shall undertake the following actions to additionally "affirmatively further fair housing:"

Post this Resolution in Apache County Community Buildings.

Make fair housing and housing discrimination information available to the citizens of Apache County.

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON
THIS ____ DAY OF APRIL 2018.

Chair of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Clerk of the Board

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 of a resolution delegating the Clerk of the Board, the approval of Special Event Liquor Licenses and Temporary Premises Extension/Patio Permit applications.

BOS Meeting Date Requested 2/6/18

PRE-AGENDA ITEM REVIEW

Legal Review: see previous agenda form

Signature _____

Finance Review: n/c

Signature _____

Human Resources Review: n/c

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials RP

Supervisors,

The Arizona Department of Liquor Licenses and Control are looking to streamline the process to expedite the special event licenses which do not require posting of the property or a public hearing. The State initiated this request (see attachment) for all counties to move toward allowing the Clerk of the Board in each county authority to approve special event licenses. Prior to the Clerk of the Board's approval, the Sheriff's Office, Community Development and the Health Department will review the application. This will help facilitate the process in a timelier manner for the applicant.

Thank you,

Beth Bond

State of Arizona
Department of Liquor Licenses and Control

Industry Notice

April 10, 2017

Local Governing Bodies

The Department of Liquor Licenses and Control has received several inquiries regarding the approval process for cities, towns and counties as it relates to special events, fair/festival licenses and extension of premise. It has been an accepted practice for cities, towns and counties to have a designee sign the approval for special events, fair/festival licenses and extension of premise.

With the implementation of the Governors mission to move at the speed of business, we are working to streamline processes for our customers. Arizona Revised Statute 4-203.02; Special Event Licenses, 4-203.03; Wine Festival License, and 4-205.11; Craft Distiller Festival License, clearly states it must go to the local governing body, but it does not indicate it has to be heard by public hearing.

The board of supervisors of a county, and/or the governing body of the city or town may adopt procedures or guidelines for application approval that allows a designee to approve these applications.

Currently, it is common practice for local governments to have more than one person authorized to approve these applications, which is usually the city clerk and/or asst. city clerk, the police chief, or an assigned law enforcement officer authorized to sign off on the application. Multiple people are used due to their area of expertise and to ensure timely review of the application.

It is recommended that the County Board of Supervisors or Local Governing Body have a resolution or written process that has been approved to ensure a fair and equitable application process.

The Department of Liquor Licenses and Control supports the decision by the Local Governing Body or County Board of Supervisors to have a designee to process these applications in a timelier manner. Currently we advise our customers needing to submit these applications to the cities, towns, or counties do so 45-60 days in advance. We would like to cut that time down to 30 days in order to serve our customers at the speed of business. Implementing this process in your jurisdiction will allow us to serve our customers and constituents in a timelier manner.

Thank you for your time and attention to this matter.

If you have questions, please contact Risa Williams, Trade Practice Officer, at risa.williams@azliquor.gov or 602-542-9071.



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

BOARD OF SUPERVISORS OF APACHE COUNTY

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

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

JOE SHIRLEY, JR.
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

Resolution No 2018-____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, DELEGATING AUTHORITY FOR APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, WINE FESTIVAL/WINE FAIR LICENSES AND TEMPORARY PREMESIS EXTENSION/PATIO PERMITS AND ESTABLISHING ADMINISTRATIVE PROCEDURES

WHEREAS, the Board of Supervisors has certain statutory authority and responsibilities for approval of special event liquor licenses, wine festival licenses, temporary premises extension/patio permits pursuant to § Arizona Revised Statute §4-203.02; Special Event Licenses, §4-203.03; Wine Festival Licenses, and §4-205.11; Craft Distiller Festival Licenses and associated sections of the Arizona Administrative code, and

WHEREAS, the Arizona Department of Liquor Licenses and Control have issued notice due to the implementation of the Governor's mission to streamline processes for customers for applications within ARS §4-203.02; Special Event Licenses, §4-203.03; Wine Festival Licenses, and §4-205.11; Craft Distiller Festival Licenses, wherein clearly states it must go to the local governing body, but it does not indicate has to be heard by public hearing, and

WHEREAS, the Board of Supervisors determined that it may delegate certain approval functions to designated County officials; and

WHEREAS, the Board wishes to delegate certain authorities and responsibilities to the Clerk of the Board of Supervisors and to establish procedures for such approvals.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby delegates to the Clerk of the Board of Supervisors authority to approve or deny applications for the following licenses or permits subject to policies and procedures set forth below.
Special Event Liquor Licenses and Wine Festival/Wine Fair Licenses

1. An application for a special event liquor license or a wine festival/wine fair license shall be made using the form prescribed by the State of Arizona and in accordance with all applicable state requirements.

2. Notice of the application will be transmitted to the Sheriff, Health Department and Community Development for review and possible additional requirements. Review by those departments shall be completed prior to final review by the Clerk of the Board, who shall consider their comments and recommendations.
3. If the application meets all applicable state requirements and is approved by the Clerk of the Board, the application shall be transmitted to the Arizona Department of Liquor Licenses and Control for review and, if approved by that Department, granting of the license. If the application is denied by the Clerk, the application shall be placed on the Board's agenda for consideration.
4. At the discretion of the Clerk or upon request by any Board member, approval of a permit may be placed on the Board's agenda for consideration. The Board of Supervisors retains the right to require additional provisions or to waive any provisions of this section not otherwise required by state law.

Temporary Extension of Premises/Patio Permits

1. An application for extension of premises/patio permits shall be made using the prescribed by the State of Arizona in accordance with all applicable state requirements.
2. Notice of the application will be transmitted to the Sheriff, Health Department and Community Development for review and possible additional requirements. Review by those departments shall be completed prior to final review by the Clerk of the Board, who shall consider their comments and recommendations.
3. If the application meets all applicable state requirements and is approved by the Clerk of the Board, the application shall be transmitted to the Arizona Department of Liquor Licenses and Control for review and, if approved by that Department, granting of the license. If the application is denied by the Clerk, the application shall be placed on the Board's agenda for consideration.
4. At the discretion of the Clerk or upon request by any Board member, or the applicant, approval of a permit may be placed on the Board's agenda for consideration. The Board of Supervisors retains the right to require additional provisions or to waive any provisions of this section not otherwise required by state law.

APPROVED AND ADOPTED this _____ day of _____, 2018, by the Apache
County Board of Supervisors.

ATTEST:

Alton Joe Shepherd
Chairman of the Board

Ryan Patterson
Clerk of the Board

APPROVED AS TO FORM:

Michael Whiting
County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

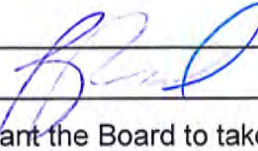
date/time stamp

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

County Manager

Date/Signature:

3/27/18



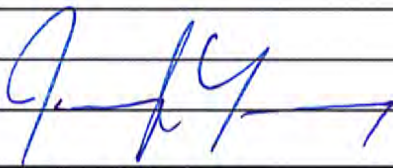
Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Discussion and possible approval of an agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds.

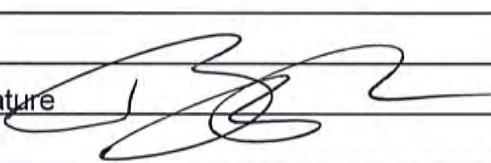
BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review: r

Signature 

Human Resources Review: n/s

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

MEMORANDUM OF UNDERSTANDING

Round Valley Rodeo Committee

This Memorandum of Understanding is made by and among the Apache County Board of Supervisors ("County"), the Round Valley Rodeo Club Extravaganza ("Club"), the Town of Springerville ("Town") and the Springerville-Eagar Chamber of Commerce ("Chamber") (Club, Town and Chamber to be collectively referred to as "Participating Entities").

Property Description – the Apache County Rodeo Grounds in Eagar, Arizona as more particularly described below:

See Exhibit A attached hereto.

Mutual Goals

Working together the above parties desire:

- A) To provide a community rodeo for the benefit of Apache County citizens on or about July 4 of each year.
- B) To ensure the Rodeo Grounds are used to maximize economic development within the County as well as to ensure entertainment for Apache County citizens to increase the quality of life within Apache County.
- C) To meet together regularly as County and Participating Entities to organize and manage the annual rodeo in a cooperative effort.

RECITALS

WHEREAS, the County currently owns the Round Valley Rodeo Grounds; and

WHEREAS, the Participating Entities are each experienced in organizing a yearly rodeo in Round Valley, Arizona, and exist to benefit citizens and interests in or near Round Valley; and

WHEREAS, by virtue of its purposes, interests and experience, along with their history of organizing the yearly Round Valley Rodeo, the Participating Entities are well suited to administer, plan, manage and operate the yearly Rodeo on the Property; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring five years after the Commencement Date, unless sooner terminated as provided herein. During this Term, the Participating Entities shall have the exclusive use of the Property, subject to the conditions outlined below, from June 24 through July 14 each year of the Term of the Agreement unless otherwise terminated sooner.

2. Option to Extend Terms. This agreement shall automatically be extended for two additional periods of five (5) years beyond the Termination Date, unless either party decides and notifies the other of its intent not to extend the Agreement, and for additional extensions as the parties may agree at that time.

3. Management and Operation of Property. Subject to the terms, covenants and conditions set forth in this Agreement, the Participating Entities, along with participation of the County, shall manage and operate the Property during the Term described above each year. Notwithstanding the foregoing, County shall have the right, at its sole discretion, to cancel and/or alter any aspect of the event or use of the Property. The Participating Entities right to manage and operate the Property does not include the ability to alter or improve the property in any way except as detailed in Section 7 below.

4. Use of the Property. Required Use. The County and Participating Entities shall have the sole right to use and occupy the Property during the twenty day period described in the Term Section above, and shall do so solely for the operation of the yearly rodeo, related events, and related and incidental purposes and programs, and for no other purpose.

5. Financial Consideration. In exchange for the use of the Property pursuant to this Agreement, the Participating Entities shall pay to County the sum of \$10,000 each year, due and payable by August 1, 2018 and each August thereafter through 2022, and for each five year period thereafter if this Agreement is extended. It is further agreed that County will provide access, during the 20 day period described in this Agreement each year, to the Participating Entities the following equipment:

- Arena Tractor and attachment
- Water truck and access to water for use at the Property
- Backhoe

6. Grant Funding. With prior approval from the Board of Supervisors of the County, the Participating Entities shall be permitted to apply for grants in the County's name for which the Participating Entities might not otherwise be eligible. The County retains the right to accept or not accept grant funds so applied for.

7. Capital Improvements and Alterations. If the Participating Entities reasonably believe that capital improvements are required at the Property, the Participating Entities shall make a detailed request for such improvement to the Apache County Board of Supervisors through the District III Supervisor of Apache County or his/her designee. Such request shall include all relevant details and plans, so that any improvements or alterations are understood and evaluated prior to approval being granted. The County shall evaluate each request and determine whether to make such improvement in its sole discretion. It is further understood that as part of this Agreement, County agrees to laser level the arena area of the Property with a blade to the satisfaction of County.

8. Cooperative Approach to Planning. The Parties agree that regular meetings of County and Participating Entities' personnel are necessary to accomplish the goals of this Agreement and to ensure that the Property is used in a beneficial way. Such meetings may be held as necessary to accomplish specific tasks, but in any event, at least four formal meeting shall be held each year to determine event planning, priorities, access funding, and schedule tasks and review accomplishments. The formal meetings shall include the District III Supervisor of Apache County or his/her designee and any employees germane to the project, and least one designee from each of the Participating Entities and any others germane to the project. This annual formal meeting shall be held at least once in the months of January, March, May, and June at a date and time set by the District III Supervisor of Apache County.

At each such meeting, the Parties shall agree to a written calendar of events, which shall document tasks required for the yearly rodeo, and tasks assigned to each Party as well as the amount of funds, labor, or other resource to be provided by each Party.

9. Representations and Warranties. The Participating Entities hereby represents and warrants to the County and covenants as follows:

9.1 Experience. The Participating Entities are capable of the organization, operation and management of the Property and the yearly rodeo and hereby agrees to apply its best judgment to the organization, planning, operation and management of the Property and the yearly rodeo.

9.2 Authority. The Participating Entities each have full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of each of the Participating Entities and no other corporate or other action on the part of any Participating Entity is necessary to authorize the execution of this Agreement.

9.3 Conflicts and Consents. The execution and delivery of this Agreement and the performance by the Participating Entities of the transactions contemplated in it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of any indenture, mortgage, lease, agreement or other instrument or obligation to which any of the Participating Entities is a party or by which one of them may be bound whose termination or acceleration would materially adversely affect the ability of any of the Participating Entities to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery of this Agreement. The parties acknowledge that they are aware of the conflict of interest provisions contained in A.R.S. § 38-511 and are further aware that this Agreement may be terminated under the conditions set forth by statute.

9.4 Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of any of the Participating Entities or any of their affiliates that, if adversely decided, could have a material adverse impact on any of the Participating Entities' ability to perform their obligations under this Agreement.

10. Force Majeure. As used herein, the term "Force Majeure" with respect to a delay in performance shall mean any delay that is attributable to (a) civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party. Any prevention, delay or stoppage in a party's performance hereunder due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps to minimize the length of such delay or stoppage.

11. Termination of Agreement. The County may terminate this agreement with ninety (90) days prior written notice.

12. Liability Insurance. The Participating Entities, at no expense to the County, shall obtain event an liability insurance policy in the amount of \$1,000,000.00. Said policy: (i) shall be subject to approval by the District III Supervisor of Apache County or his/her designee as to company, form and coverage, and primary to all other insurance the County may secure; and (ii) must protect the County from any and all claims and risks in connection with the Participating Entities or any of their respective officers, employees, agents, contractors or assigns, by virtue of this Agreement or any use and occupancy of the Property authorized by this Agreement. Additionally, the Participating Entities shall file with the County Manager and the District III Supervisor of Apache County or his/her designee, within twenty (20) days preceding June 24 of each year during the Term of this agreement, evidence of the policy required to be maintained by this Agreement.

13. Dispute Resolution. In the event of any dispute relating to the Property, the yearly rodeo, or this Agreement, the parties will first try to mediate any differences, and failure to reach a resolution will result in proceedings being heard in Coconino County, Arizona. It is agreed that this Agreement shall be governed and interpreted under Arizona law.

This Agreement (including Exhibits) contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing signed by both parties.

Signed this _____ day of _____ 2018.

Apache County

Round Valley Rodeo Club Extravaganza

By: _____
Alton Shephard
Chairman, Board of Supervisors

By: _____

President

Town of Springerville

Springerville-Eagar Chamber of Commerce

By: _____

Mayor

By: _____

President

EXHIBIT A

APACHE COUNTY ROAD YARD AND RODEO GROUNDS

Beginning at the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. $89^{\circ} 48' W.$, a distance of 959.93 feet to the East right of way line of U.S. Highway #180 & #191; thence S. $35^{\circ} 38' 03'' E.$, a distance of 1401.03 feet to an A.D.O.T. right of way marker; thence N. $54^{\circ} 29' 27'' E.$, a distance of 50.07 feet to an A.D.O.T. right of way marker; thence S. $35^{\circ} 10' 19'' E.$, a distance of 152.54 feet to an A.D.O.T. right of way marker; thence S. $34^{\circ} 25' 25'' E.$, a distance of 24.81 feet to an A.D.O.T. right of way marker; Thence N. $0^{\circ} 02' E.$ 1258.53 feet to the Point Of Beginning. Area being equal to 14.54 Acres.

APACHE COUNTY ROAD YARD

Beginning and the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. $89^{\circ} 48' W.$, a distance of 808.00 feet to a Fencepost; thence S. $0^{\circ} 12' E.$, a distance of 50 feet to a fencepost; thence N. $89^{\circ} 48' E.$, a distance of 30 feet to a fencepost; thence S. $45^{\circ} 00' E.$, a distance of 269 .12 feet to a fencepost; thence N. $89^{\circ} 48' E.$, a distance of 201.20 feet to a fencepost; thence S. $45^{\circ} 00' E.$, a distance of 545.82 feet to a fencepost; thence N. $0^{\circ} 02' E.$, a distance of 628.27 feet to the Point of Beginning. Area being equal to 5.64 Acres.

RODEO GROUNDS

Starting and the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. $89^{\circ} 48' W.$, a distance of 808.00 feet to a fencepost and the True Point of Beginning; thence S. $0^{\circ} 12' E.$, a distance of 50 feet to a fencepost; thence N. $89^{\circ} 48' E.$, a distance of 30 feet to a fencepost; thence S. $45^{\circ} 00' E.$, a distance of 269 .12 feet to a fencepost; thence N. $89^{\circ} 48' E.$, a distance of 201.20 feet to a fencepost; thence S. $45^{\circ} 00' E.$, a distance of 545.82 feet to a fencepost; thence S. $0^{\circ} 02' W.$, a distance of 630.26 feet to an A.D.O.T. right of way marker; thence N. $34^{\circ} 25' 25'' W.$, a distance of 24.81 feet to an A.D.O.T. right of way marker; thence N. $35^{\circ} 10' 19'' W.$, a distance of 152.54 feet to an A.D.O.T. right of way marker; thence S. $54^{\circ} 29' 27'' W.$ a distance of 50.07 feet to an A.D.O.T. right of way marker; thence N. $35^{\circ} 38' 03'' W.$ along the East right of way line U.S. #180 and #191 of distance of 1401.54 feet to a point on the North line of Section 11; thence N. $89^{\circ} 48' E.$, a distance of 151.93 to a fencepost and the True Point of Beginning. Area being equal to 8.90 Acres

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/20/18



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 re-elect the following individual to the Apache County Industrial Development Authority: John Lang - term to expire March 5, 2024

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

See attached

Signature

Finance Review:

N/A

Signature

Human Resources Review:

N/A

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Beth Bond

From: Joe Young
Sent: Tuesday, March 20, 2018 5:09 PM
To: Beth Bond
Subject: RE: IDA Agenda item

I am fine with this item.

From: Beth Bond [mailto:bbond@co.apache.az.us]
Sent: Tuesday, March 20, 2018 2:19 PM
To: Joe Young
Subject: IDA Agenda item

Hi Joe, please review this item for the IDA re-election of John Lang. thanks

Beth Bond

Assistant Clerk of the Board

928-337-7502



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Direct Line: 602.440.4802
Direct Fax: 602.257.6902
wwilder@rcalaw.com

March 5, 2018

VIA E-MAIL AND FIRST CLASS MAIL
rpatterson@co.apache.az.us

Mr. Ryan W. Patterson
Apache County Manager and
Clerk of the Board of Supervisors
P.O. Box 425
St. Johns, Arizona 85936

Re: The Industrial Development Authority of the County of Apache

Dear Mr. Patterson:

As you may be aware, I have been serving, the past several years, as counsel to The Industrial Development Authority of the County of Apache (the "Apache County IDA").

Under the provisions of A.R.S. 35-705, the Board of Directors of the Apache County IDA are to be elected by the Board of Supervisors of Apache County. This statute provides that the Board of Directors of the Apache County IDA will serve staggered six-year terms.

In order to reorganize the Apache County IDA in the spring of 2012, it was necessary for the Apache County Board of Supervisors to take appropriate action, on March 6, 2012, to re-elect John Lang to a six-year term expiring March 5, 2018, to re-elect Steve Nicoll to a four-year term expiring March 5, 2016, and to re-elect Eric Broadbent to a two-year term expiring March 5, 2014.

Both Messrs. Nicoll and Broadbent have been re-elected to the Apache County IDA Board.

I am writing at this time to request that at the next available meeting of the Apache County Board of Supervisors that the Apache County Board of Supervisors take action to re-elect John Lang to a term as a Director of the Apache County IDA for a term that will expire March 5, 2024.

Mr. Ryan W. Patterson
March 5, 2018
Page 2



From March 5, 2018, until his re-election, Mr. Lang will be holding over in office pursuant to applicable statutes.

Operating in this fashion we will be able to assure that the Apache County IDA has a full complement of duly elected Directors that are interested in the overall mission of the Apache County IDA and available to take action, when such is either required or warranted.

Please give me a call or drop me a note if or to the extent you have any questions or I can be of any ongoing assistance regarding this matter.

Yours very truly,

A handwritten signature in black ink that reads "William F. Wilder".

William F. Wilder

WFW:mm

cc: Mr. John Lang
Mr. Eric Broadbent
Mr. Steve Nicoll
Ms. Diana Morgan (via email only, dmorgan@co.apache.az.us)

The Industrial Development Authority of the County of Apache

The Industrial Development Authority of the County of Apache (the “Apache County IDA”) was incorporated on October 16, 1974, with the permission of the Board of Supervisors of Apache County.

The Apache County IDA is an Arizona non-profit corporation, designated by law as a political subdivision of the state of Arizona, and with all of the powers granted to such an entity by Title 35, Chapter 7, Arizona Revised Statutes known as “The Industrial Development Financing Act” (the “Act”).

Over the years, the Apache County IDA has issued its tax-exempt revenue bonds for the purpose of assisting eligible borrowers to finance projects located within Apache County.

One of the major projects financed by the Apache County IDA was for the qualified pollution control and related facilities for the power plant located near Springerville, Arizona owned by Tucson Electric Power Company.

Several years ago, when Tucson Electric Power Company wished to proceed with refunding and refinancing some of its outstanding bonds, it was discovered that the Apache County IDA had basically lapsed due to lack of activity, and it was necessary to reconstitute the Board of the Apache County IDA and this was done by the election of John V. Lang to serve a six-year term, Stephen Nicoll to serve a four-year term, and Eric Broadbent to serve a two-year term.

Subsequently, Messrs. Nicoll and Broadbent have been re-elected by the Apache County Board of Supervisors to six-year terms, and the term of Mr. Lang has expired and thus the request that is pending that Mr. Lang be re-elected to the Apache County IDA Board for a six-year term that will end on March 5, 2024.

Under the provisions of the Act, A.R.S. § 35-702, the Board of Directors of the Apache County IDA must consist of a minimum of three individuals, each of whom is a qualified elector of the County, and the Apache County Board of Supervisors is responsible for electing the

individuals to serve on the Board of the Apache County IDA. Directors are to serve staggered six year terms per A.R.S. § 35-702.

For so long as bonds of the Apache County IDA are outstanding for the benefit of Tucson Electric Power Company, it is essential that the Apache County IDA existence continues and that it have a Board of Directors prepared to take action if requested in the future by Tucson Electric Power Company.

Accordingly, it is respectfully requested that Mr. Lang be elected, pursuant to the provisions of A.R.S. § 35-702, by the Board of Supervisors of Apache County, to a six-year term of office as Director of the Apache County IDA for a term ending March 5, 2024.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/21/18 

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

County Manager: Pursuant to ARS 42-12052, possible approval of properties to be reclassified due to the 2018 Property Tax Classification appeals. The Apache County Assessor's Office is recommending all twenty-two appeals be granted.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review: n/a

Signature

Human Resources Review: n/a

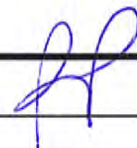
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Property Tax Classification Appeal - Tax Year 2018

Pursuant to A.R.S. 42-12052 the Apache County Board of Supervisors orders the following properties to be reclassified as indicated below.

Account Number	Parcel Number	Owner	Legal Class	Legal Class Description
R0004416	10406010	NEWBY JAMES SCOTT & CALLIE P (CPWROS)	3.1	PRIMARY RESIDENCE
R0006882	10457032	WOOD MICHAEL W & ANGELA J (CPWROS)	3.1	PRIMARY RESIDENCE
R0007148	10467007	ANDERSON VALANN & TIMOTHY J CPWROS	3.1	PRIMARY RESIDENCE
R0007666	10518041	SAVEDRA ISABEL RAMONA	3.1	PRIMARY RESIDENCE
R0014438	10705336	DOOLEY KEVIN W & PATRICIA A (CPWROS)	3.1	PRIMARY RESIDENCE
R0021236	10752033	REID CHARLES S AND MARION SUE CPWROS	M	MIXED PRIMARY USE
M0600059	20106043	KRENZ KATHLEEN	3.1	PRIMARY RESIDENCE
R0023271	20106043	KRENZ KATHLEEN	3.1	PRIMARY RESIDENCE
R0031582	20332084	JARAMILLO GLADYS S	3.1	PRIMARY RESIDENCE
R0032070	20336199	JARAMILLO GLADYS S	3.1	PRIMARY RESIDENCE
R0032445	20339011	HEAP BRIAN W & MARCIA G JT	3.1	PRIMARY RESIDENCE
R0033521	20350122	HONEA GENEVA	3.1	PRIMARY RESIDENCE
R0034341	20375009	MULLENAUX BLAINE C & MICHELL E (CPWROS)	3.1	PRIMARY RESIDENCE
R0054844	21232172	STANDLEY SANDRA	M	MIXED PRIMARY USE
R0001280	10154021A	MCMAHON JOHN P & SHEILA D (CPWROS)	3.2	PRIMARY RESIDENCE OF QUALIFIED FAMILY MEMBER
M9400043	10652016J	GOFF THOMAS	3.2	PRIMARY RESIDENCE OF QUALIFIED FAMILY MEMBER
R0011047	10652016J	GOFF MORGAN MAKALYN	3.1	PRIMARY RESIDENCE
R0011119	10653014U	LARKINS LECCEL J & ALYCE N (TRUSTEES) LARKINS FAMILY TRUST	3.1	PRIMARY RESIDENCE
R0011187	10654009J	MAY JAMES W & JACILYN (CPWRS)	3.1	PRIMARY RESIDENCE
R0020960	10745004B	MAYES STEPHEN C	3.1	PRIMARY RESIDENCE
R0106924	10746106K	WALCOTT ALAN E	3.1	PRIMARY RESIDENCE
R0029861	20165154B	LABELLE CHARLES D TRUSTEE LA BELLE CHARLES REV TRUST	3.1	PRIMARY RESIDENCE

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 of the renewal of a contract with Johnson Appraisal to conduct the Board of Equalization hearings, effective May 1, 2018 through April 30, 2020.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review: n/a

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Board of Equalization Hearing Officer Contract Renewal

Pros: Charles Johnson has been the Board of Equalization Hearing Officer for the Board since 2011. Mr. Johnson has an extensive background experience and certifications regarding property appraisals and mediation. Mr. Johnson, before working with Apache County, was, and still is the BOE hearing officer for both Navajo and Coconino Counties. I believe Gila County is considering contracting with Mr. Johnson this year as well.

The Arizona Department of Revenue requires any individual who is appointed by the Board of Supervisors to hear the BOE appeals, attend the annual Department of Revenue BOE training, normally held in Tucson each spring. Mr. Johnson divides the costs of the training between the counties he is contracted with, which reduces the training expenses to a minimal cost. The hourly increase Mr. Johnson is requesting is consistent with what the other counties are paying. Our Assessor, his staff and the citizens seem pleased with his services.

Below are the costs associated with Mr. Johnson's contracted services for the past two years and include the hourly fees, DOR training, mileage and lodging:

2017 - \$1245.33

2018 - \$745.32.

Cons: I am not aware of any adverse objections or issues regarding Mr. Johnson's contract.

Thank you,

Beth Bond

Beth Bond

From: Joe Young
Sent: Wednesday, March 21, 2018 3:13 PM
To: Beth Bond
Cc: Ryan Patterson
Subject: RE: Johnson Appraisal Contract

The changes are minimal, I do not have any legal issues with the document.

From: Beth Bond [mailto:bbond@co.apache.az.us]
Sent: Tuesday, March 20, 2018 7:28 AM
To: Joe Young
Cc: Ryan Patterson
Subject: Johnson Appraisal Contract

Joe, please review the attached contract. I have included the updated and previous contract for your review. Mr. Johnson has requested only two changes; an updated address and an increase from \$50.00 per hour to \$75.00 (this is consistent with what he is charging the other counties he is contracted with).

If it meets with your approval, I am planning on placing this on the April 3rd agenda.
Thanks!

Beth Bond

Assistant Clerk of the Board

928-337-7502

HEARING OFFICER AGREEMENT (hereinafter the "Agreement"), made this 1st day of May 2018, BETWEEN

JOHNSON APPRAISAL GROUP, P.O. Box 971, Queen Creek, Arizona 85142, (hereinafter the "Hearing Officer"), AND

APACHE COUNTY, a political subdivision of the State of Arizona, of 75 W Cleveland Street, St. Johns, Arizona, 85936, (hereinafter the "County");

WHEREAS

- A. County may appoint a Hearing Officer pursuant to ARS 42-16103, to hold hearings, review and make initial determinations on petitions filed pursuant to ARS 42-16105, and
- B. The County Board of Supervisors appointed Howard C. Johnson as a Board of Equalization Hearing Officer at a regular Board meeting previously held, and said appointment has not been revoked or superseded, and
- C. Hearing Officer has substantial knowledge and experience in property values and appraisal procedures; and
- D. Hearing Officer has attended or will attend the annual training conducted by Arizona Department of Revenue pursuant to ARS 42-16103 (C); and
- E. The County wishes to engage the Hearing Officer on the terms and conditions herein;

THEREFORE, in consideration of the mutual promises set out herein, Hearing Officer and County agree as follows:

1. SCOPE OF WORK. The Hearing Officer shall hold hearings, review and make initial determinations on petitions filed under ARS § 42-16105 and ARS § 42-16254 as decided by the Board of Supervisors. The Hearing Officer shall attend annual training provided for Apache County pursuant to ARS § 42-16103 (C). Regular Appeal Hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline each year. Notice of Change hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline of the third Friday in November. The number of hearings scheduled will be sufficient to allow all legally submitted petitions to be heard. Taxpayer Notice of Claim hearings will be schedule pursuant to ARS § 42-16254. The Hearing Officer shall be available telephonically when the Board of Supervisors, as the Board of Equalization, considers the Hearing Officer's recommendations.
2. TERM. This Agreement shall be effective as of May 1, 2018 and shall continue until April 30, 2020 unless otherwise terminated pursuant to Sections 5 or 7.

3. **COMPENSATION.** The Hearing Officer shall be paid \$75 per clock hour for hearings and preparation. Hearing dates will be billed at a minimum of 4 hours. Mileage for travel to and from hearings will be reimbursed at the Internal Revenue Service approved reimbursement rate in effect at the time the hearings are held. Hearing officer shall be paid the State lodging and meal per diem rate of \$120 per day for hearings conducted in St. Johns. The Hearing officer will be compensated at the normal hourly rate to attend the required annual training. If the Hearing Officer is attending the training on behalf of multiple counties, the hourly rate, lodging and meal per diem will be based on a pro rata basis based on the total number of counties the Hearing Officer is representing. (I.e. if the Hearing Officer is representing Apache, Navajo and Coconino Counties, at the same training, Apache would only be billed 1/3 of the total hourly rate, lodging and daily meal per Diem.
4. **PAYMENT.** Hearing Officer shall render a bill for services provided. The bill shall provide details showing the hours worked, mileage reimbursed and shall be accompanied by a claim pursuant to ARS § 11-621, et. seq.
5. **TERMINATION.** This Agreement may be terminated at any time by written mutual consent of the parties, and may be terminated by the County in its sole discretion by giving one day written notice.
6. **INDEPENDENT CONTRACTOR.** Hearing Officer is an independent contractor and is responsible for withholding and payment of all applicable state and federal taxes. The Hearing Officer is not an employee of County and shall not be entitled to any benefits to which employees of County are entitled. This Agreement shall not grant exclusive right to handle all hearings to Hearing Officer, and it is understood that the Apache County Board of Supervisors may choose to handle certain appeals and/or additional hearing officers may be retained as well.
7. **CONFLICT OF INTEREST**
 - A. Hearing Officer shall not hear any matter relating to the appeal of the classification or valuation of any property in which said Hearing Officer is providing advice or representing any party, with or without compensation.
 - B. In addition to disqualification for conflicts of interest defined in ARS § 38-501, et seq., no Hearing officer shall hear an appeal if within the last twelve months the Hearing Officer has had a direct business relationship with:
 - 1) The owner of the property subject to the appeal, or
 - 2) The owner's designated agent, or
 - 3) The owner's attorney for purpose of the appeal.
 - C. For the purpose of this agreement, a direct business relationship is:
 - 1) Any employer-employee relationship, or

- 2) Any joint ownership of a business or commercial venture,
or
- 3) Any contractual relationship, or
- 4) Any co-ownership of property, except in those cases where the hearing Officer is a limited partner and holds less than a 5% interest in the limited partnership. This exception shall not be construed to allow a Hearing Officer to hear any appeal in which the Hearing Officer has any interest in the property subject to the appeal.

D. All appeals of the valuation or classification of any property in which the Hearing Officer has any interest shall not be heard by the Hearing Officer, but shall instead be heard by an Alternate Hearing Officer or by the Board of Equalization.

E. This contract is subject to the provisions of ARS §38-511, which provides in pertinent part: "The State, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty of further obligation, made by the State, its political subdivision, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies or either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinbefore indicated.

Howard C. Johnson
Board of Equalization Hearing Officer

Alton Shepherd
Chairman of the Board

ATTEST:

Clerk of the Board

Approved as to form:

County Attorney

HEARING OFFICER AGREEMENT (hereinafter the "Agreement"), made this 16th day of June 2015, BETWEEN

JOHNSON APPROAISAL GROUP, P.O. Box 12184, Chandler, Arizona 85248, (hereinafter the "Hearing Officer"), AND

APACHE COUNTY, a political subdivision of the State of Arizona, of 75 W Cleveland Street, St. Johns, Arizona, 85936, (hereinafter the "County");

WHEREAS

- A. County may appoint a Hearing Officer pursuant to ARS 42-16103, to hold hearings, review and make initial determinations on petitions filed pursuant to ARS 42-16105, and
- B. The County Board of Supervisors appointed Howard C. Johnson as a Board of Equalization Hearing Officer at a regular Board meeting previously held, and said appointment has not been revoked or superseded, and
- C. Hearing Officer has substantial knowledge and experience in property values and appraisal procedures; and
- D. Hearing Officer has attended or will attend the annual training conducted by Arizona Department of Revenue pursuant to ARS 42-16103 (C); and
- E. The County wishes to engage the Hearing Officer on the terms and conditions herein;

THEREFORE, in consideration of the mutual promises set out herein, Hearing Officer and County agree as follows:

1. SCOPE OF WORK. The Hearing Officer shall hold hearings, review and make initial determinations on petitions filed under ARS § 42-16105 and ARS § 42-16254 as decided by the Board of Supervisors. The Hearing Officer shall attend annual training provided for Apache County pursuant to ARS § 42-16103 (C). Regular Appeal Hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline each year. Notice of Change hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline of the third Friday in November. The number of hearings scheduled will be sufficient to allow all legally submitted petitions to be heard. Taxpayer Notice of Claim hearings will be schedule pursuant to ARS § 42-16254. The Hearing Officer shall be available telephonically when the Board of Supervisors, as the Board of Equalization, considers the Hearing Officer's recommendations.
2. TERM. This Agreement shall be effective as of July 1, 2015 and shall continue until June 30, 2017, unless otherwise terminated pursuant to Sections 5 or 7.

3. **COMPENSATION.** The Hearing Officer shall be paid \$50 per clock hour for hearings and preparation. Hearing dates will be billed at a minimum of 4 hours. Mileage for travel to and from hearings will be reimbursed at the Internal Revenue Service approved reimbursement rate in effect at the time the hearings are held. Hearing officer shall be paid the State lodging and meal per diem rate of \$120 per day for hearings conducted in St. Johns. The Hearing officer will be compensated at the normal hourly rate to attend the required annual training. If the Hearing Officer is attending the training on behalf of multiple counties, the hourly rate, lodging and meal per diem will be based on a pro rata basis based on the total number of counties the Hearing Officer is representing. (I.e. If the Hearing Officer is representing Apache, Navajo and Coconino Counties, at the same training, Apache would only be billed 1/3 of the total hourly rate, lodging and daily meal per Diem. The 2015 June training will be held in Tucson for 3 days.
4. **PAYMENT.** Hearing Officer shall render a bill for services provided. The bill shall provide details showing the hours worked, mileage reimbursed and shall be accompanied by a claim pursuant to ARS § 11-621, et. seq.
5. **TERMINATION.** This Agreement may be terminated at any time by written mutual consent of the parties, and may be terminated by the County in its sole discretion by giving one day written notice.
6. **INDEPENDENT CONTRACTOR.** Hearing Officer is an independent contractor and is responsible for withholding and payment of all applicable state and federal taxes. The Hearing Officer is not an employee of County and shall not be entitled to any benefits to which employees of County are entitled. This Agreement shall not grant exclusive right to handle all hearings to Hearing Officer, and it is understood that the Apache County Board of Supervisors may choose to handle certain appeals and/or additional hearing officers may be retained as well.
7. **CONFLICT OF INTEREST**
 - A. Hearing Officer shall not hear any matter relating to the appeal of the classification or valuation of any property in which said Hearing Officer is providing advice or representing any party, with or without compensation.
 - B. In addition to disqualification for conflicts of interest defined in ARS § 38-501, et seq., no Hearing officer shall hear an appeal if within the last twelve months the Hearing Officer has had a direct business relationship with:
 - 1) The owner of the property subject to the appeal, or
 - 2) The owner's designated agent, or
 - 3) The owner's attorney for purpose of the appeal.
 - C. For the purpose of this agreement, a direct business relationship is:

- 1) Any employer-employee relationship, or
- 2) Any joint ownership of a business or commercial venture, or
- 3) Any contractual relationship, or
- 4) Any co-ownership of property, except in those cases where the hearing Officer is a limited partner and holds less than a 5% interest in the limited partnership. This exception shall not be construed to allow a Hearing Officer to hear any appeal in which the Hearing Officer has any interest in the property subject to the appeal.

D. All appeals of the valuation or classification of any property in which the Hearing Officer has any interest shall not be heard by the Hearing Officer, but shall instead be heard by an Alternate Hearing Officer or by the Board of Equalization.

E. This contract is subject to the provisions of ARS § 38-511, which provides in pertinent part: "The State, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty of further obligation, made by the State, its political subdivision, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies or either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinbefore indicated.

Howard C. Johnson

Howard C. Johnson
Board of Equalization Hearing Officer

Joe Shirley, Jr.
Joe Shirley, Jr.
Chairman of the Board

ATTEST:

[Signature]
Clerk of the Board

Approved as to form:

[Signature]
County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/21/18 

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

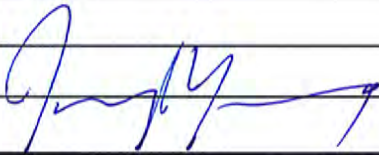
Discussion and possible approval to appoint Ryan Patterson to serve on the Arizona Counties Insurance Pool Board of Trustees and Ferrin Crosby as the alternate.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature n/a

Human Resources Review:

Signature

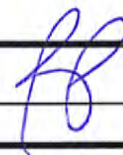
n/a

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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

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

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

April 3, 2018

William H. Hardy, Executive Director
Arizona Counties Insurance Pool
1905 W. Washington St., Suite 200
Phoenix, AZ 85009

Dear Mr. Hardy,

At the Apache County Board of Supervisors meeting held on April 3, 2018 action was taken to acknowledge that by virtue of his/her position as County Manager/Administrator, Ryan Patterson is the duly authorized representative to serve on the Arizona Counties Insurance Pool Board of Trustees and Ferrin Crosby is the Alternate Trustee

Sincerely,

Alton Joe Shepherd
Chairman of the Board

Beth Bond

From: Ryan Patterson
Sent: Monday, March 5, 2018 9:32 AM
To: Beth Bond; Diana Morgan
Subject: FW: Board Appointment Letters
Attachments: Board Member Letter Format.docx

Categories: Red Category

Diana, can you please add to letterhead.
Beth, can you please put item on agenda.

From: Valerie Porter <valerie@aciponline.org>
Sent: Monday, March 5, 2018 9:29 AM
To: Edward Gilligan (egilligan@cochise.az.gov) <egilligan@cochise.az.gov>; Glenn Kephart (glenn.kephart@navajocountyaz.gov) <glenn.kephart@navajocountyaz.gov>; James Menlove (jmenlove@gilacountyaz.gov) <jmenlove@gilacountyaz.gov>; Ryan Patterson <rpatterson@co.apache.az.us>; Ron Drake (rdrake@lapazcountyaz.org) <rdrake@lapazcountyaz.org>; Susan Thorpe (susan.thorpe@yumacountyaz.gov) <susan.thorpe@yumacountyaz.gov>
Cc: Bill Hardy <bill@aciponline.org>; Joe Zingaro <joe@aciponline.org>
Subject: Board Appointment Letters

Hi All,

Our DOI auditor is requesting letters from your Board appointing you, by virtue of your position as County Manager/Administrator per the ACIP By-Laws, to serve on the ACIP Board.

Please see attached for format.

If you could get these to me this month, I would appreciate it.

Thanks!

Valerie M. Porter, CPCU, ARM, AU-M, AINS
Office Manager
Arizona Counties Insurance Pool
1905 W. Washington St., Suite 200
Phoenix, AZ 85009
valerie@aciponline.org
(602) 452-4529 (office)
(602) 460-4870 (mobile)
(602) 452-4517 (FAX)

CONFIDENTIALITY NOTICE: This e-mail transmission and any accompanying documents is solely for the use of the intended recipient and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosures, copying, distribution, or action taken or omitted in reliance on it is strictly prohibited. If you received this information in error, please notify the sender immediately and delete the original transmission. Thank you.

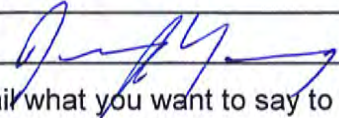
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Attorney

Date/Signature:

 03/27/2018 

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

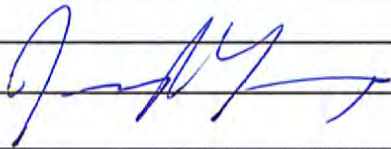
County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(3), possible discussion and/or action regarding a Notice of Claim- Jake Robbins regarding a road abandonment.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

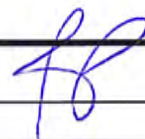
Signature

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:

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

Eastern Arizona Counties Association on March 18, 2018 at 3:00 p.m. at the County Supervisors Association (CSA) building, 1905 West Washington Street in Phoenix.

Small Counties Forum meeting on March 18, 2018 at 6:00 p.m. at the CSA building, 1905 West Washington Street in Phoenix.

County Supervisors Association meeting on March 19, 2018 at the CSA building, 1905 West Washington Street, in Phoenix at 10:00 a.m.

BOS Meeting Date Requested 4/3/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources 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 4/3/18

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