



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Doyel Shamley
Vice Chairman, District III

***REVISED**

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

August 21, 2017

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

Pledge of Allegiance.
Invocation by Invitation.

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

August 21, 2017

1. Discussion and possible approval of Intergovernmental Agreement #ADHS17-133163, Amendment 2 - Emergency Preparedness Program. This amendment is for the first budget period in the amount of two hundred eight thousand, nine hundred-eighteen dollars (\$208,918.00) of a Center for Disease Control (CDC) 5-year grant that is a continuance of the Public Health Emergency Preparedness (PHEP) Grant. This grant requires an in-kind match of Twenty thousand, eight hundred ninety-one dollars (\$20,891.00).
2. Discussion and possible approval of the Well Site Endorsement Policy. The well site endorsement fee was adopted March 6, 2008 by the Board of Supervisors.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
August 21, 2017**

1. Finance Department: Discussion and possible adoption of the property tax levy for 2017-2018.
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 August 7, 2017 to August 21, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated August 7, 2017.
- *C. Request approval of a Fireworks Permit for Concho Fire Department for a fireworks display on September 4, 2017, located at Cinder Mountain in Concho Valley.
- *D. Request approval of the annual proclamation designating August as Child Support Awareness Month.

Personnel Items:

- *E. District II: Request approval to change the following positions: One (1) Administrative Coordinator (range 38) position to a Senior Planner (range 44) position and two (2) Administrative Coordinator positions (range 38) to two (2) Community Resource Liaisons (range 46) positions. District III: Request approval to change an existing Administrative Coordinator position (range 38) to an Economic Development Director (range 60).
3. District II: Discussion and possible approval of the Whole and Retail Network Services Agreement between Apache County and the Navajo Nation Utility Authority.
 4. Treasurer's Office: Discussion and possible approval of a ratification of recorded Treasurer's Deed 2012-001588 to allow for parcel 207-73-107 to proceed to the tax deed auction.

5. Treasurer's Office: Discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS §42-18351, §42-18352 and §42-1835. Total to be abated; five hundred ten dollars and 60 cents (\$510.60). Total interest to be abated: two hundred thirty-nine dollars and 93 cents (\$239.93); Total fees to be abated: zero, for a sum total of seven hundred fifty dollars and 53 cents (\$750.53). The list of parcels included in the abatement are available in the backup information on the website, or in the County Manager's Office.
6. Engineering Department: Discussion and possible approval of the abandonment of the unopened portion of County Road #2140 in Alpine, Arizona.
7. Election Department: Discussion and possible approval to conduct the Round Valley Unified School District #10 Budget Override as an "All Mail" ballot election to be held on November 7, 2017.
8. Election Department: Discussion and possible approval and appointment of all tally board workers, replacement centers and drop boxes for the upcoming November 7, 2017 election.
9. County Attorney's Office: Discussion and possible approval of the Office of the Arizona Attorney General Victims' Rights Program Award, Agreement No. A.G. #2018-001 in the amount of twenty-six thousand dollars (\$26,000.00) with no matching funds required.
10. *County Manger: Discussion and possible approval to allow Franchesca Romero to continue to use donated time beyond the 480 hours up to the time she receives her long-term disability benefits.
- 11 Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

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

Posted 8/17/17 at 12:00 a.m. p.m. by RB.

Delwin Wengert

Delwin Wengert
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth
date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 07/31/17

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

ACPHSD requests discussion and possible approval of IGA ADHS17-133163 Amendment 2 Emergency Preparedness Program. This amendment is for the first budget period in the amount of \$208,918 of a CDC 5 year grant that is a continuance of the PHEP grant work. This guidance details the requirements needed to be met for the grant.

BOS Meeting Date Requested 08/21/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review: Approved. See email.

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

BW

Kimberly Penrod

From: Ryan Patterson
Sent: Thursday, August 3, 2017 1:19 PM
To: Kimberly Penrod
Subject: RE: Emailing: ADHS17-133163 A2 Apache County, PHEP Amd 2 ADHS17-133163 A2 Apache County

Accept as signature.

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

From: Kimberly Penrod
Sent: Monday, July 31, 2017 2:38 PM
To: Ryan Patterson <rpatterson@co.apache.az.us>; JCovey@apachelaw.net
Cc: Chris Sexton <csexton@co.apache.az.us>; Kerry Pena <kpena@co.apache.az.us>
Subject: Emailing: ADHS17-133163 A2 Apache County, PHEP Amd 2 ADHS17-133163 A2 Apache County

Josh and Ryan,

Please review and sign.

Thx,

Kimberly

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

ADHS17-133163 A2 Apache County
PHEP Amd 2 ADHS17-133163 A2 Apache County

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



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133163**Amendment No: **2**Procurement Officer:
Russell Coplen

Emergency Preparedness Program

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

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Scope of Work is revised to add the Scope of Work of this Amendment Two (2).
2. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, The Contract Price Sheet is revised to include the Price Sheet of this Amendment Two(2).
3. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, Attachment A is added to the Scope of Work of this Amendment Two (2).

All other provisions shall remain in their entirety.

<p>Apache County</p> <p>Contractor Name</p> <p>PO Box 697</p> <p>Address</p> <p>St. Johns AZ 85936</p> <p>City State Zip</p>	<p style="text-align: center;">CONTRACTOR SIGNATURE</p> <hr/> <p>Contractor Authorized Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/>
<p style="text-align: center;">CONTRACTOR ATTORNEY SIGNATURE</p> <p>Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p style="font-size: 2em; color: blue; margin-left: 20px;">7-31-17</p> <p>Signature _____ Date _____</p> <p>Printed Name _____</p>	<p>This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____ 2017</p> <hr/> <p>Procurement Officer</p>
<p>Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p>Signature _____ Date _____</p> <p>Assistant Attorney General</p> <p>Printed Name: _____</p>	



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1. BACKGROUND

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

2. OBJECTIVE

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work.

3. SCOPE OF WORK

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

4. TASKS

The Contractor shall:

- 4.1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;
- 4.2. Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;
- 4.3. Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;
- 4.4. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;
- 4.5. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;



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- 4.6. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response;
- 4.7. Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal;
- 4.8. Submit the completed Budget on or before a date determined annually by the CDC and the ADHS;
- 4.9. Be advised by correspondence from the ADHS PHEP on the available funding amounts on or before June 30th;
- 4.10. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area; and
- 4.11. Prepare and submit a detailed budget for the period of July 1st through the following June 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

5. ANNUAL PERFORMANCE REQUIREMENTS

The Contractor shall:

- 5.1. Perform the requirements as outlined in the Attachment A, Deliverables;
- 5.2. Attend at Sponsored Grant Meetings (two (2) events annually);
- 5.3. Attend Healthcare Coalition Meetings
 - 5.3.1. Recommend participation by the designated preparedness coordinator or representative during HCC meetings (regions listed below). These meetings provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners.
 - 5.3.1.1. Coalitions shall continue to plan, develop, and maintain memorandums of understanding (MOU) to share assets, personnel and information; and
 - 5.3.1.2. Coalitions shall develop plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.
 - 5.3.2. Regions are defined as follows:
 - 5.3.2.1. AzCHER Northern:
 - 5.3.2.1.1. County Representatives: Apache, Coconino, Navajo, and Yavapai.
 - 5.3.2.1.2. Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe & Navajo Nation.
 - 5.3.2.2. AzCHER Western:
 - 5.3.2.2.1. County Representatives: La Paz, Mohave and Yuma.
 - 5.3.2.2.2. Tribal Representatives: Colorado River Indian Tribe & Fort Mojave Indian Tribe, Cocopah Tribe and Fort Yuma Quechan Tribe.
 - 5.3.2.3. AzCHER Central:



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5.3.2.3.1. County Representatives: Gila, Maricopa and Pinal.

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

5.3.2.4. AzCHER Southern:

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

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

6. FINANCIAL REQUIREMENTS

6.1. Match Requirement

The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

6.2. Inventory

Upon request, the Contractor shall provide an inventory list to ADHS as part of the midyear report. Inventory List shall include all capital equipment (items over \$5,000.00 each).

6.3. Budget Allocation and Work Plan

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

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

6.4. Grant Activity Oversight

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

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

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

7. EXERCISE Recommendations

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

The Contractor shall:

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



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- 7.1.2. Update and maintain a Multi-Year Training and Exercise Plan, inclusive dates are July 01, 2016 through June 30, 2021. Multi-Year plan shall be provided to ADHS upon request; and
- 7.1.3. Exercise and trainings shall meet implementation criteria and follow evaluation guidance. All grant funded trainings and exercises must be gap based. Gap based indicates an area of a capability to be built, or an area of improvement from a previous exercise/real-world response, address jurisdictional or local risk assessment, or other source (e.g. CPG data) to support achieving operational readiness.

7.2. EXERCISE IMPLEMENTATION CRITERIA

Homeland Security Exercise and Evaluation Program. The contractor shall:

- 7.2.1. Conduct preparedness exercises when appropriate, in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:
 - 7.2.1.1. Exercise Design and Development;
 - 7.2.1.2. Exercise Conduct;
 - 7.2.1.3. Exercise Evaluation; and
 - 7.2.1.4. Improvement Planning.
- 7.2.2. Find more information on the April 2013 HSEEP guidelines and exercise policy available at <https://www.preptoolkit.org/web/hseep-resources>.
- 7.2.3. Assure provisions and needs of at-risk individuals are included within the design of exercises. The Contractor shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: <http://www.phe.gov/preparedness/pages/default.aspx>
- 7.2.4. Exemption: A real incident may be substituted for a qualifying coalition based exercise; however the after- action report (AAR) shall document how the HCC members met qualifying criteria (both implementation and evaluation criteria).This scenario will be discussed on an as-requested basis.

7.3. EXERCISE EVALUATION CRITERIA

The Contractor Shall:

- 7.3.1. Address Capability 3: Emergency Operations Coordination, Capability 6: Information Sharing, and Capability 10: Medical Surge. The exercises shall also address Recovery/Continuity of operations within Capability 2: Healthcare System Recovery;
 - 7.3.1.1. Qualifying exercises at a minimum shall include the community emergency management partner and/or incident management, the community public health partner and the EMS agency during the design, development, and implementation;
- 7.3.2. Ensure the functional needs of at-risk individuals are included in response and are identified and addressed in operational plans;
 - 7.3.2.1. After Action Reports;
 - 7.3.2.2. After Action Reports shall be submitted to ADHS within sixty (60) days after the exercise;
- 7.3.3. Attend ADHS Sponsored Events.



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7.3.3.1. The Contractor shall participate in ADHS sponsored events throughout BP5 (July 1, 2017 through June 30, 2018).

8. REPORTING DELIVERABLES

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

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

8.1.1. ADHS shall send out the Mid-Year report template in advance of the Due Date.

8.1.2. Due Date will be determined additionally.

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

8.3. The Contractor shall provide ADHS with updated Public Health Emergency Contact list on a template provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.

8.3.1. Due Date: At time of midyear reporting.

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

8.4.1. ADHS shall send out the End-of-Year report template in advance of the Due Date.

8.4.2. Due Date will be determined additionally.

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

8.5.1. See Attachment A for deliverable requirements.

9. NOTICES, CORRESPONDENCE AND REPORTS

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

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

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

Apache County Public Health Services District
Chris Sexton, Director
75 West Cleveland
P.O. Box 697
St. Johns, AZ 85936
csexton@co.apache.az.us



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PHEP Budget Period One (1)
July 1, 2017 through June 30, 2018

Cost Reimbursement

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

TOTAL			\$208,918.00
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Attachment A



ARIZONA DEPARTMENT OF HEALTH SERVICES

2017-2018 Public Health Emergency Preparedness

GRANT GUIDANCE

BUDGET PERIOD 1

**PERIOD OF PERFORMANCE
(July 1, 2017 – June 30, 2018)**



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INTRODUCTION

As we enter into a new Public Health and Emergency Preparedness Cooperative Agreement Project Period 2017-2022, in PHEP Budget Period 1 (BP1) (July 1, 2017-June 30, 2018), we continue to look at ways to expand our preparedness to show measurable and sustainable progress.

The Arizona Department of Health Services (ADHS) BP1 PHEP Grant Guidance has been developed based on that information and the guidance set forth in the Centers for Disease Control and Prevention's Office of Public Health Preparedness and Responses funding opportunity announcement 2017-2022 Hospital Preparedness program (HPP)-PHEP Cooperative Agreement CDC-RFA-TP17-1701. In the new cooperative agreement guidance, the awardee (Arizona Department of Health Services) and sub-recipients (Tribal and County Health Departments) will increase or maintain their levels of effectiveness across six key preparedness domains using the logic model to achieve a prepared public health system (to be attached). These domains are:

1. Community Resilience
 - a. Capability 1: Community Preparedness
 - b. Capability 2: Community Recovery
2. Strengthen Incident Management
 - a. Capability 3: Emergency Operation Coordination
3. Strengthen Information Management
 - a. Capability 4: Emergency Public Information and Warning
 - b. Capability 6: Information Sharing
4. Strengthen Countermeasures and Mitigation
 - a. Capability 8: Medical Countermeasure Dispensing
 - b. Capability 9: Medical Materiel Management and Distribution
 - c. Capability 11: Non-Pharmaceutical Interventions
 - d. Capability 14: Responder health and Safety Health
5. Strengthen Surge Management
 - a. Capability 5: Fatality Management
 - b. Capability 7: Mass Care
 - c. Capability 10: Medical Surge
 - d. Capability 15: Volunteer Management
6. Strengthen Biosurveillance.
 - a. Capability 12: Public Health Laboratory Testing
 - b. Capability 13: Public Health Surveillance and Epidemiological Investigation

Awardees and sub-recipients will develop and strengthen six domains through the implementation of the strategies and activities during the project period. ADHS can provide technical assistance upon request and encourage all sub-recipients to actively coordinate preparedness activities in their jurisdictions.



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STRATEGIES AND ACTIVITIES

Domain 1 Strategy: Strengthen Community Resilience

Resilient communities develop, maintain, and leverage collaborative relationships among government, community organizations, and individual households that enable them to more effectively respond to and recover from disasters and emergencies. Sub-recipient will conduct the following activities that sustain or expand community resilience. These activities will be actionable, realistic, and support the achievement of readiness outputs and intended outcomes.

- Characterize the probable risks to the jurisdiction and the HCC
- Characterize populations at risk
- Engage communities and health care systems
- Operationalize response plans.

Activity 2: Characterize the Probable Risks to the Jurisdiction and the HCC

Joint Requirements

1. Sub-recipient will participate in or complete a jurisdictional risk assessment (JRA) at least once every five years. The five-year period can extend from one project period to the next, ADHS requires sub-recipient conduct at least one JRA in this project period. For instance, if a JRA was conducted in Budget Period 4 during the previous project period, one is not necessary until Budget Period 4 of this project period. ADHS sub-recipient should coordinate risk assessment activities with each other and with relevant emergency management and homeland security programs in their jurisdictions. In addition, risk assessment activities will be coordinated as possible with relevant emergency management and homeland security programs to support jurisdictional Threat and Hazard Identification and Risk Assessment (THIRA) efforts.
2. Sub-recipient should use the JRA to identify the potential hazards, vulnerabilities, and risks facing their jurisdiction and their HCCs. Sub-recipient should incorporate the impact from incidents that may have occurred since the last JRA. Sub-recipient will ensure HCCs have the opportunity to provide input into the JRA for this project period. Further, Sub-recipient will provide their HCC with the date the JRA was completed or is projected to be completed.
3. ADHS recommends more frequent analyses of hazards and vulnerabilities to maintain progress toward improving community resilience. Sub-recipient should incorporate impact from incidents that may have occurred since the last JRA for which public health or health care had a lead role in mitigating identified disaster health risks. In addition, ADHS recommends sub-recipient review current findings of the National Health Security Preparedness Index (NHSPI) and the Arizona's State Preparedness Reports (SPR) to help gauge risks and gaps. NHSPI is intended to help guide efforts to improve state and local public health systems and achieve a higher level of health security preparedness. HPP and PHEP awardees should use NHSPI results to help them assess their jurisdictional strengths and weaknesses. The results should be analyzed, along with other data sources such as the HHS Capabilities Planning Guide, jurisdictional risk assessments, incident after-action



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
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Agreement No: **ADHS17-133163**

Amendment No: 2

Procurement Officer:
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reports and improvement plans, site visit observations, and other jurisdictional priorities and strategies, to help determine their strategic priorities, identify program gaps, and, ultimately, prioritize preparedness investments. More information on the NHSPI can be found at <http://www.nhspl.org/>.

Activity 3: Characterize Populations at Risk

Joint Requirements:

1. Certain individuals may require additional assistance before, during, and after an emergency. Sub-recipients will conduct inclusive risk planning for the whole community, including for children; pregnant women; senior citizens; individuals with access and functional needs, including people with disabilities; individuals with pre-existing, serious behavioral health conditions; and others with unique needs throughout the five year project period. In conducting this risk planning, Sub-recipients will involve their local HCC and its HCC members. In addition, Sub-recipients are encouraged to involve experts in non-infectious diseases (chronic conditions and maternal and child health experts) in risk planning.
2. Sub-recipients will describe the structure or processes in place to integrate the access and functional needs of at-risk individuals. Recommended strategies involve inclusion in public health, health care, and behavioral health response activities; furthermore, these strategies should be identified and addressed in operational work plans. ADHS encourages Sub-recipients and HCCs to identify community partners with established relationships with diverse at-risk populations, such as social services organizations and Federally Qualified Health Centers.

PHEP Requirements/Recommendations:

1. In addition to the JRA assessment requirements, Sub-recipients will work with their HCCs to meet the needs of those in the community with unique health care needs or those that have electricity-dependent medical devices. Sub-recipients should also have processes in place for identifying individuals with disabilities and others with access and functional needs that might require special assistance from the emergency management system. Sub-recipients will address the unique needs of these at-risk populations in their plans, exercises, and responses. ADHS will provide Sub-recipients with specific tools, resources, and guidance documents for addressing the unique needs of at-risk populations. One planning resource is CDC's Public Health Workbook to Define, Locate, and Reach Special, Vulnerable, and At-risk Populations in an Emergency. Available at http://emergency.cdc.gov/workbook/pdf/ph_workbookfinal.pdf, the workbook identifies five categories that should be considered in planning:
 - a. Economic Disadvantage (using poverty as a criteria may help reach a large number of people)
 - b. Language and Literacy (includes people who have limited ability to read, speak, write or understand English or their native language)
 - c. Medical Issues and/or Disability (Persons with any impairment that substantially limits a major life activity or physical, mental, cognitive, or sensory issues)
 - d. Isolation (cultural, geographic, or social)
 - e. Older adults (with chronic health issues or other impeding factors)



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f. Infants and children 18 years or younger can also be at risk, particularly if they are separated from their parents or guardians.

To address the needs of infants and children, awardees should collaborate with child-serving institutions such as schools and daycare centers to assure crisis preparedness plans are in place. In addition, ADHS recommends sub-recipients consider family reunification plans for schools and day care centers, either as part of crisis preparedness plans or separate plans for reunification. ADHS also strongly recommends that sub-recipients use the Agency for Toxic Substances and Disease Registry (ATSDR)'s Social Vulnerability Index, which helps identify risk factors and at-risk populations by geographic area.

2. Response Plans for Chemical, Biological, Radiological, Nuclear, and Explosive Threats

Sub-recipients will develop response plans for chemical, biological, radiological, nuclear, and explosive (CBRNE) threats. This includes conducting bio-surveillance activities to develop or update response plans as necessary to meet preparedness goals with respect to CBRNE threats, whether naturally occurring, unintentional, or deliberate. Awardees should also consider active shooter and other threats. ADHS encourages sub-recipients to design response plans that focus on assessing medical surge needs and to work with their HCCs and health care systems to coordinate activities and to provide surge support as needed. Plans should highlight the importance of using a "systems" approach to manage scarce resources, including limited medical countermeasures, decontamination and contamination control, staff, and medical resources.

3. Community Assessment for Public Health Emergency Response (CASPER)

The Community Assessment for Public Health Emergency Response (CASPER) is a rapid needs assessment methodology designed to quickly gather household-based information from a community. Although originally designed for disaster response, CASPER is now used by health departments for preparedness activities such as assessments of chronic respiratory conditions, determining perceived health impact of proposed coal gasification plants, knowledge of mosquito prevention, and projected vaccination behaviors. As all jurisdictions are at risk for environmental emergencies, PHEP funding can be used for CASPER training and for conducting CASPER assessments. Subject to jurisdictional priorities and training availability, ADHS recommends that sub-recipients should either attend in-person CASPER trainings conducted by CDC subject matter experts (SME) or conduct a CASPER with technical assistance from CDC SMEs. Awardees can find more detailed information and resources at <https://www.cdc.gov/nceh/hsb/disaster/casper/training.htm>

4. Environmental Public Health Tracking

Sub-recipients may use PHEP funds to collaborate with the state and local environmental tracking programs to support activities related to environmental public health tracking. Potential areas for collaboration between the sub-recipients environmental health programs include:

- Identifying and providing essential data (health and environmental), information, and tools and methodologies to help conduct environmental health surveillance, spatial temporal analysis, and data visualization to help key state and local emergency response partners facilitate situational awareness and mitigate negative environmental health effects before, during, and after an emergency response.



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- Improving awareness of local environmental impacts on health among community members and responders before, during, and after an event.
- Identifying population groups at highest risk for natural, chemical, and radiological events to target preparedness strategies and monitor response and recovery impacts.

More information is available at <http://www.cdc.gov/nceh/tracking/>.

Activity 4: Engage Communities and Health Care Systems

Joint Requirements:

1. Sub-recipients will continue to build and sustain community partnerships to support health care preparedness and response to ensure that activities have the widest possible reach with the strongest possible ties to the community.
2. Sub-recipients will describe the structure or processes in place to integrate the access and functional needs of at-risk individuals. Recommended strategies to integrate the access and functional needs of at-risk individuals involve inclusion in public health, healthcare, and behavioral health response strategies within work plans. ADHS recommends sub-recipients and their HCC identify community partners with established relationships with diverse at-risk populations, such as social services organizations, and use available tools to better anticipate the potential access and functional needs of at-risk community members before, during, and after an emergency. Helpful tools include the CDC Public Health Workbook To Define, Locate, and Reach Special, Vulnerable, and At-risk Populations in an Emergency and ATSDR’s Social Vulnerability Index (<https://svi.cdc.gov/>), which helps identify risk factors and at-risk populations by geographic area.
3. Local Health Department Participation in HCCs
Sub-recipients will participate in their jurisdictions HCC. Sub-recipients should also ensure partnership and engagement with fusion centers, poison control centers, and other community-based organizations.

Activity 5: Operationalize Response Plans

Joint Requirements:

1. Sub-recipient, as part of a coordinated statewide effort, will participate in a joint statewide exercise (functional or full-scale exercise) once during the project period to test progress toward achieving the capabilities outlined in the 2017-2022 Health Care Preparedness and Response Capabilities and the Public Health Preparedness Capabilities: National Standards for State and Local Planning.

Domain 2 Strategy: Strengthen Incident Management

Sub-recipients will conduct the following activities to strengthen emergency operations management throughout all phases of an incident.

- Coordinate emergency operations



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- Standardize the incident command structure (ICS) for public health
- Establish incident command structures for health care organizations and HCCs
- Ensure HCC integration and collaboration with ESF-8
- Expedite fiscal and administrative preparedness procedures

Activity 1: Coordinate Emergency Operations

Joint Requirements

1. All-hazards Emergency Preparedness and Response Plan –
 - a. Sub-recipients will maintain a current all-hazards public health and medical emergency preparedness and response plan.
 - b. Sub-recipients will submit their plans to ADHS when requested and make it available for review during site visits.
 - c. Sub-recipients will provide an opportunity for their HCC in their jurisdictions to review and provide updates to their preparedness and response plans.
 - d. In addition, sub-recipients will obtain public comment and input on public health and medical emergency preparedness and response plans and their implementation using existing advisory committees or a similar mechanism to ensure continuous input from other state, local, and tribal stakeholders, the health care delivery system, and the general public, including members of at-risk populations and those with an expertise integrating the access and functional needs of at-risk individuals.
2. Emergency Management Assistance Compact (EMAC)
 - a. Sub-recipients will describe in their all-hazards public health and medical emergency preparedness and response plans how they will use EMAC or other mutual aid agreements for medical and public health mutual aid to support coordinated activities and to share resources, facilities, services, and other potential support required when responding to emergencies that impact the public's health.
 - b. Sub-recipients should work with state emergency management organizations and other related agencies to incorporate EMAC into training and exercises as a way to gain familiarity with processes for requesting and deploying resources through the EMAC system.

PHEP Requirements/Recommendations

1. Sub-recipients will conduct training for incident command and support personnel and drill and exercise the public health jurisdictional incident command structure. When possible, such training should include emergency management partners. In addition, awardees will ensure that local jurisdictions are involved in drills and exercises to improve implementation of the incident command structure as it applies to responding to public health threats and emergencies.
2. Infectious Disease Response – ADHS recommends that sub-recipients develop and implement plans and protocols for rapid and appropriate public health actions, such as controlled movement, isolation, quarantine,



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or public health orders pursuant to applicable statutes and regulations. ADHS also recommends that sub-recipients collaborate with designing, developing, and distributing coordinated laboratory guidance, plans and protocols regarding laboratory biosafety during emergency responses to infectious diseases. This includes the safe handling and containment of infectious microorganisms and hazardous biological materials such as infectious waste.

Activity 2: Standardize Incident Command Structure for Public Health

PHEP Requirements/Recommendations

1. Sub-recipients will develop and establish an incident management framework consistent with the National Incident Management System (NIMS). Sub-recipients will use the National Response Framework (NRF) to guide governments at all levels including state, local, territorial, and tribal government planning. All levels of government will be prepared under NRF to conduct an all-hazards incident response. Emergency operations plans should use incident command to implement elements of the NRF in scalable and flexible ways.
2. In addition, sub-recipients will coordinate emergency operations with appropriate staff to address all potential hazards.
3. In addition to command staff and support function staff, sub-recipients will have available lists of staff who have been identified in advance for a medical or public health response.
4. Sub-recipients will also have operational plans or annexes that address resource management; communications and information management; emergency public warning and information; medical surge and non-pharmaceutical interventions; and first responder and volunteer management.

Activity 5: Expedited Fiscal Procedures Are in Place for Ensuring Funding Reaches Impacted Public Health Departments, HCCs, and their Members during an Emergency Response

Joint Requirements

1. Sub-recipients will have expedited fiscal procedures that ensure the funding provided through the ADHS funding mechanisms reach the impacted communities in an expedited manner, especially during an emergency response. Sub-recipients will ensure that these systems are routinely tested.

PHEP Requirements/Recommendations

1. Sub-recipients will document the time it takes to move funds from the state to local public health, both during emergencies and during routine grant administration. Sub-recipients will develop and submit plans to ADHS **no later than July 30, 2018**, that address the following components:
 - a. **Emergency Legal Authority:** describe and provide awardee citations for emergency legal authorities applicable to the Public Health Emergency Law Competency Model, including authorities addressing:
 - Procedures for the declaration of disasters or emergencies and accompanying emergency authorities for designated officials;



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- Expedited procedures for receiving, allocating, and spending emergency funds, including the ability to quickly move emergency funds from the state level to local governments;
 - Powers and procedures for the use of public health interventions including isolation, quarantine, and the seizure and reallocation of supplies;
 - Suspensions (<http://lawatlas.org/datasets/emergency-powers>), waivers, or similar legal processes that can be used to minimize the potential conflicts between federal authorities applicable to medical countermeasures and state-based pharmaceutical, prescribing, labeling, and other drug-related laws; if no waivers or similar legal processes exist, awardees will describe laws that may potentially conflict with Emergency Use Authorizations (EUA)s, Emergency Use Instructions (EUI), Investigational New Drug, and Investigational Device Exemption;
 - Formal memoranda of understanding or agreement (MOU/MOA) between health authorities and other preparedness partners including law enforcement for implementation of public health activities, such as joint investigations of intentional threats or incidents that impact the public's health, signed and executed between the appropriate Federal Bureau of Investigation field office and state public health departments, including local public health departments where relevant (such as in home rule states); and
 - Sub-recipients should have documentation in their plans for the protection of volunteers against tort liability and licensure penalties, and the provision of Workers' Compensation claims (excluding federal mechanisms such as the Public Readiness and Emergency Preparedness Act).
- b. **Fiscal and Administrative Emergency Processes:** describe expedited fiscal and other administrative processes and identify procedures to test fiscal preparedness planning for such activities, including:
- Emergency procurement and contracting authorities and processes and how they differ from day-to-day business processes;
 - Receiving emergency funds during a real incident or exercise, as well as reducing the cycle time for contracting or procurement during a real incident or exercise;
 - Emergency hiring processes (workforce surge) and how they differ from customary hiring processes;
 - Reporting/monitoring methodology to ensure payment efficiency and funding accountability; and
 - Implemented internal controls related to sub-recipient monitoring and any negative audit findings resulting from suboptimal internal controls.
2. ADHS encourages sub-recipients to exercise their fiscal processes at least once during the five-year project period. Sub-recipients should identify priorities for exercising, considering examples such as:
- Receiving emergency funds,
 - Reducing the cycle time for contracting and procurement,
 - Hiring, and



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- Financial reporting, budget management and administration systems, and regulations.

Domain 3 Strategy: Strengthen Information Management

Sub-recipients will conduct the following activities to strengthen information sharing among public health and medical preparedness and response partners and enhance emergency public information and warning.

- Share situational awareness across the health care and public health systems
- Share emergency information and warnings across disciplines, jurisdictions, and HCCs and their members.
- Conduct external communication with the public.

Activity 1: Share Situational Awareness across the Health Care and Public Health Systems

Joint Requirements:

1. Common Operating Picture

- Sub-recipients will work together to establish a common operating picture, or situational awareness tool, that facilitates coordinated information sharing among all public health, health care, HCCs, and relevant stakeholders. This includes state, local, and tribal public health agencies and their respective preparedness programs, public health laboratories, communicable disease programs, and programs addressing health care-acquired infections. Information sharing is the ability to share real-time information related to the emergency, such as capacity, capability, and stress on health care facilities and situational awareness across the various response organizations and levels of government. Accomplishing these activities will enable the health care delivery systems, public health, and other organizations that contribute to responses to coordinate efforts before, during, and after emergencies; maintain situational awareness; and effectively communicate with the public.
- Given the need to establish a common operating picture for effective response, sub-recipients and HCCs will provide situational awareness data to ADHS emergency response operations and at other times, as requested.
- Sub-recipients, the HCC, and their members will agree to participate in current and future federal health care situational awareness initiatives for the duration of the five-year project period.

PHEP Requirements/Recommendations:

1. Sustain or Enhance Public Health Information Systems

- Sub-recipients using PHEP funding to sustain or enhance public health informatics will seek to increase interoperability and functionality by ensuring that properly functioning public health information systems are available. Such systems, whether they are internally managed or externally hosted or shared platforms, will be capable of supporting syndromic surveillance, integrated surveillance, public health registries, situational awareness dashboards, and other public health and preparedness activities. See Domain 6 - Biosurveillance for more information.



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Activity 2: Share Emergency Information and Warnings across Disciplines, Jurisdictions, and HCCs and their Members

Joint Requirements:

Coordinate Emergency Information Sharing between Public Health and Health Care

1. Sub-recipients will identify reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability, EMS data, and patient tracking, and provide access to HCC members and other stakeholders.

The following are factors that HCCs, in coordination with sub-recipients and other public health agency members, should consider when developing processes and procedures to rapidly acquire and share clinical knowledge.

- Processes and procedures should address a variety of emergencies such as chemical, biological, radiological, nuclear, or explosive (CBRNE), trauma, burn, pediatrics, or highly infectious disease outbreaks
- Approaches to improve patient management, particularly at facilities that may not care for certain types of patients regularly

Sharing accurate and timely information is critical during an emergency. Sub-recipient should assist, as needed, the local HCC with its members with developing the ability to rapidly alert and notify their employees, patients, and visitors. Alerts and notifications should update stakeholders on the emergency situation, protect stakeholders' health and safety, and facilitate provider-to-provider communication.

By the end of the five-year project period, the local HCC, in coordination with the sub-recipient, will develop processes and procedures to rapidly acquire and share clinical knowledge between health care providers and between health care organizations during responses.

More information about sharing emergency information procedures and platforms can be found in Capability 2, Objectives 2 and 3 of the 2017-2022 Health Care Preparedness and Response Capabilities.

Activity 3: Conduct External Communication with the Public

Joint Requirements

1. Coordinate Public Messaging
 - a. Accurate and timely communication with the public is important during a response to a public health emergency. Accordingly, by the end of Budget Period 2, each HCC and its members, in collaboration with Sub-recipients, should agree upon and plan for the type of information that will be disseminated by either the HCC or its individual members to the public during an emergency.
 - b. Additionally, by the end of the five year project period, the HCC, in collaboration with Sub-recipients, should provide public information officer (PIO) training to those who are designated to act in that



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capacity during an emergency for HCC members and are in need of such training. This training should include health risk communication training.

- c. Health care organizations, as well as HCCs and Sub-recipients, should work with their community’s Joint Information Center (JIC) to ensure information is accurate, consistent, linguistically and culturally appropriate, and disseminated to the community using one voice during an emergency.
- d. ADHS recommends that sub-recipients coordinate public messaging and information sharing regarding monitoring and tracking of cases of persons under investigation during infectious disease outbreaks with PIOs for various response partners to ensure maximum coordination and consistency of messaging.

More information about communicating with the public during an emergency can be found in Capability 2, Objective 3 of the 2017-2022 Health Care Preparedness and Response Capabilities.

PHEP Requirements/Recommendations

- 1. Sub-recipients will ensure information sharing systems are in place. These systems will include redundant equipment, appropriately trained public health information officers (PIOs) and other personnel, procedures for media notification, message development, and plans describing how the public can contact the public health department for up-to-date information on incidents. This can include call centers, help desks, and other available communication platforms.

Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Sub-recipients should conduct the following activities that strengthen access to and administration of medical and other countermeasures for pharmaceutical and non-pharmaceutical interventions and strengthen mitigation strategies.

- Manage access to and administration of pharmaceutical and non-pharmaceutical interventions
- Ensure safety and health of responders
- Operationalize response plans.

Activity 1: Manage Access to and Administration of Pharmaceutical and Non-Pharmaceutical Interventions

Joint Requirements

Following an emergency, effective care cannot be delivered without available staff and appropriate countermeasures. Accordingly, managing access to and administration of countermeasures and ensuring the safety and health of clinical and other personnel are important priorities for preparedness and continuity of operations. While PHEP funding plays an important role in medical countermeasure (MCM) planning and procuring and dispensing MCMs for the community, including at-risk populations, HPP funding assists in planning for closed points of dispensing (POD) and ensuring that health care workers and their families are protected during emergencies.



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MCM Distribution and Dispensing Plans

A number of federally funded programs exist to enhance preparedness for and response to a public health emergency, including CDC’s Strategic National Stockpile (SNS), CHEMPACK program, and Cities Readiness Initiative (CRI). Sub-recipients, including HCCs and their members, will understand their jurisdictional MCM distribution plans by the end of Budget Period 1, either through participation in jurisdictional MCM operational readiness reviews or briefings provided by the jurisdiction’s MCM coordinator.

Sub-recipients participating in the CHEMPACK program, CRI, or other local and state plans for maintaining treatment or prophylaxis caches, sub-recipients and HCC will be engaged in the development, training, and exercising of these MCM distribution and dispensing plans by the end of Budget Period 1. Additionally by the end of Budget Period 1, Sub-recipients should collaborate with their HCC to assist its members with closed points of dispensing (POD) plans. Sub-recipients are responsible for general population POD planning with assistance from the state.

MCM Operational Readiness Reviews

Sub-recipient and local CRI jurisdictions will submit initial ORR self-assessment data in Budget Period 1 using the updated ORR tool to assess their continued progress in advancing MCM capabilities. This self-assessment is not rated or scored but will be used to obtain baseline information for the MCM Technical Assistance Plan and programmatic planning and development.

MCM Technical Assistance Action Plans

Sub-recipients will submit two MCM Action Plans during each budget period. Non-CRI jurisdictions will include these Action Plans as supplements to the Mid-Year and End-of-Year grant reports submitted to the state. CRI jurisdictions will participate in quarterly Action Plan conference calls and submit their Action Plans directly to the state’s MCM Coordinator.

The action plans focus on activities designed to address prioritized MCM operational gaps identified through the Capability Planning Guide or the sub-recipient’s most recent ORRs.

RSS Site Surveys

Sub-recipient will participate in one state led regional distribution sites (RDS) visit during the project period. Site visits will focus on both the primary and secondary RDS locations.

Sub-recipient will update RDS survey information annually on the HSP to include the primary and secondary RDS locations.

Critical Contacts

Sub-recipient will have available online in the HSP current operational information that identifies points of contact to facilitate time-sensitive, accurate information sharing before a public health emergency. Sub-recipients will review and update the operational critical contact information at least every six months or as changes occur.



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Inventory Management Tracking System and Data Exchange Annual Tests

Sub-recipient will participate in the ADHS MCM inventory tracking system test to demonstrate capability to receive and report inventory data from the ADHS. The test will include the sub-recipient’s primary and secondary inventory tracking systems.

Cities Readiness Initiative (CRI) Jurisdiction Requirements (Maricopa and Pinal Counties)

Those sub-recipients receiving CRI funding will complete the following:

- Participant in one MCM Dispensing Full-scale Exercise or Mass Vaccination Full-scale Exercise. The exercise will include at least one POD in each CRI planning jurisdiction.
- Attend quarterly Action Plan meetings each budget period
- Participate in scheduled ORRs
- Complete three annual drills by June of the budget period
 - 1) Staff Notification and Assembly;
 - 2) Facility Setup;
 - 3) Site activation

Note: Throughput estimation is now a component of the dispensing full-scale exercise (FSE). If a site does not participate in the dispensing FSE, oral MCM throughput will be measured and information submitted at least once during the five year project period.

Non-Pharmaceutical Interventions

Sub-recipients **should** coordinate non-pharmaceutical interventions by developing and updating plans that include documentation of the applicable jurisdictional, legal, and regulatory authorities necessary for implementation in routing and incident-specific situations. Such plans will include necessary authorization for interventions with the following elements: individuals, groups, facilities, animals, food products, public works/utilities, and travel through ports of entry for state, local and territorial jurisdictions as appropriate. Plans should include consideration of the legal and planning issues for interventions such as isolation, quarantine, school and child care closures, workplace and community organization/event closure, and restrictions on movement.

Activity 2: Ensure the Safety and Health of Responders

Joint Requirements

1. Sub-recipients, HCCs, and their members will equip, train, and provide resources necessary to protect responders, employees, and their families from hazards during response and recovery operations. Personal protective equipment (PPE), MCMs, workplace violence training, psychological first aid training, and other interventions specific to an emergency are all necessary to protect responders and health care workers from illness or injury and should be readily available to the health care workforce.
2. *Personal Protective Equipment* - Sub-recipients and HCCs should manage PPE resources, including stockpiling considerations, vendor-managed inventory, and the potential reuse of equipment; this includes consistent policies regarding the type of PPE necessary for various infectious pathogens, and sharing information about PPE supplies across HCCs, EMS, public health agencies, and other members.



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PHEP Requirements/Recommendations

1. Sub-recipients are responsible for ensuring the safety and health of public health department staff who respond to an incident, including a large-scale incident that may require significant personnel from outside the health department. More information is available in Capability 14: Responder Safety and Health in the Public Health Preparedness Capabilities: National Standards for State and Local Planning. Sub-recipients will ensure the health and safety of responders through the following activities.
 - Distribute and dispense medical and nonmedical countermeasures to public health first responders.
 - Purchase PPE, support fit testing, and maintain respiratory protection programs for public and health care sector workforce.
 - Promote coordinated training and maintenance of competencies among public health first responders, health care providers (including EMS), and others as appropriate, on the use of PPE and environmental decontamination. Training should follow Occupational Safety and Health Administration (OSHA) guidelines and state regulations.
 - Collaborate, develop, and implement strategies to ensure availability of effective supplies of PPE by working with suppliers and coalitions to develop plans for caching or redistribution/sharing.

Activity 3: Operationalize Response Plans

Joint Requirements

Implementing MCM response plans requires sufficient staffing to set up and sustain prolonged dispensing operations, as well as security personnel to effectively secure assets, facilities, and personnel through all phases of MCM planning and operations. In recognition of the staffing challenges jurisdictions face as the public health workforce continues to shrink, sub-recipients will consider other staffing resources to effectively mobilize MCM dispensing operations.

Sub-recipients will proactively integrate all components of their local governments in MCM response planning and consider inclusion of the following strategies in their MCM plans.

- Consider voluntary reassignment local employees to participate in MCM mission areas
- The Pandemic and All-Hazards Preparedness Reauthorization Act of 2013 (PAHPRA) provides the Secretary of the Department of Health and Human Services (HHS) with discretion to authorize the temporary reassignment of federally funded state, tribal, and local personnel during a declared federal public health emergency upon request by a state or tribal organization; the temporary reassignment provision is applicable to state, tribal, and local public health department or agency personnel whose positions are funded, in full or part, under PHS programs and allows such personnel to immediately respond to the public health emergency in the affected jurisdiction. ADHS will work with sub-recipients to identify PHS positions and procedure to utilize in them during events.



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PHEP Recommendations

1. Community Reception Centers (Radiation Preparedness) As an option for exercising, ADHS encourages sub-recipients to consider developing or enhancing Community Reception Center (RCC) plans/exercises for sheltering and monitoring those that were potentially exposed to radioactive material. See <https://emergency.cdc.gov/radiation/toolkits.asp> for more information. Sub-recipients using PHEP funds to support RCC activities will include these activities in their work plans.

Domain 5 Strategy: Strengthen Surge Management

Following a public health incident, Sub-recipients should coordinate to assess the public health and medical needs of the affected community, with sub-recipients focusing on public health surge needs and their HCCs focusing on medical surge needs. While the two programs may focus on different sectors within the community, sub-recipients will coordinate these activities jointly.

The following four activities are used to manage public health surge.

- Address mass care needs, such as shelter monitoring
- Address surge needs, including family reunification
- Coordinate volunteers
- Prevent or mitigate injuries and fatalities
- Public health agencies, health care organizations, and other HCC members should inform each other and integrate plans for purchasing, caching, and distributing PPE.

The following four activities are used to manage medical surge.

- Conduct health care facility evacuation planning and execute evacuations
- Address emergency department and inpatient surge
- Develop alternate care systems
- Address specialty surge, including pediatrics, chemical, radiation, burn, trauma, behavioral health, and highly infectious diseases.

Activity 1: Address Mass Care Needs

Joint Requirements

1. Address Health Needs in Congregate Locations
 - a. Sub-recipients will coordinate with HCCs and their members to address the public health, medical, and mental health needs of those impacted by an incident at congregate locations.
 - b. HCCs should serve as subject matter experts to Sub-recipients on the health care needs of those impacted by an incident. For example, HCCs, and HCC members should serve as a planning resource to



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sub-recipients as they develop mass shelters. In particular, HCCs should provide their expertise on the inclusion of medical care at shelter sites.

c. Activity 2: Address Surge Needs

Joint Requirements

1. Family Reunification

- a. During a public health incident or crisis, families are at risk for becoming disconnected. HCCs will serve as planning resources and subject matter experts to sub-recipients as they develop or augment existing response plans for affected populations, including mechanisms for family reunification. These plans should give consideration to:
- Information needed to facilitate reunification of families
 - Reunification considerations for children
 - Family notification and initiation of reunification processes.

2. Infectious Diseases

- a. During an infectious disease outbreak, Sub-recipients, HCCs, and HCC members all have roles in planning for and responding to outbreaks that stress either the capacity or the capability of the public health or health care delivery systems. Sub-recipients and HCCs will coordinate the following activities to ensure the ability to surge to meet the demands during a highly infectious disease response.
- Establish a common operating picture that facilitates coordinated infectious disease information sharing among all HCC members and relevant stakeholders, including state, local, and territorial public health agencies and their respective preparedness programs, state public health laboratories, communicable disease programs, and health care-associated infections (HAI) programs.
 - Sub-recipients should ensure infectious disease response planning includes state and local emergency management, partners responsible for airports and international points of entry into the United States, including CDC quarantine stations of jurisdiction, public safety, and other relevant agencies and community partners. Planning should include identification and management of potentially infected interstate and international travelers and acquisition and deployment of immunizations and prophylactic medication as appropriate.
 - Develop or update plans to describe how sub-recipients will:
 - Monitor known cases or exposed persons including how surveillance will be shared,
 - Conduct short- and long-term follow-up of known or suspected households, and
 - Ensure the security of storage and retrieval of sensitive information.
 - Establish key indicators, critical information requirements, and EEI that will assist with timing of notifications, alerting, and coordinating responses to emerging or re-emerging infectious disease outbreaks of significant public health and health care importance, including novel or high-consequence pathogens.



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- Provide real-time information through coordinated information sharing systems (see Capability 2, Objective 3, Activity 4 of the 2017-2022 Health Care Preparedness and Response Capabilities and Capability 6: Public Health Preparedness Capabilities: National Standards for State and Local Planning) and ensure that information is directed to the public and to the many disciplines that comprise the responder community.
- Coordinate public messaging and information sharing, including information related to monitoring and tracking of persons under investigation (PUIs), among PIOs for sub-recipients, as well as PIOs at HCCs and health care organizations.
- Ensure infectious disease response planning includes state and local emergency management, transportation, public safety, and other relevant agencies and community partners.
- Continue planning with health care organizations and other stakeholders such as mortuary, autopsy personnel, and medical examiners, to coordinate the management of the deceased when bodies are considered infectious, including addressing the provision of body bags and other supplies, defining assistance, and developing relationships with crematoriums, funeral directors, and other partners to effectively plan for managing the deceased when bodies are considered infectious.
- Identify, leverage, and share leading practices to optimize infectious disease preparedness and response activities.

ADHS also recommends the following joint activities.

1. HCCs and state HAI multidisciplinary advisory groups or similar infection control groups within the state should partner to develop a statewide plan for improving infection control within health care organizations.
2. Jurisdictional public health infection control and prevention programs including HAI programs and
3. HCC members should jointly develop infectious disease response plans for managing individual cases and larger emerging infectious disease outbreaks.
4. HPP and PHEP awardees, HCCs, and their members should collaborate on informatics initiatives to include but are not limited to electronic laboratory reporting, electronic test ordering, electronic case reporting, electronic death reporting, and syndromic surveillance.
5. HPP and PHEP awardees and HCCs should engage with the community to improve understanding of issues related to infection prevention measures, such as:
 - a. Changes in hospital visitation policies,
 - b. Social distancing, and
 - c. Infection control practices in hospitals, such as:
 - i. PPE use,
 - ii. Hand hygiene,
 - iii. Source control, and
 - iv. Isolation of patients.



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6. HPP and PHEP awardees, HCCs, and their members should promote coordinated training and maintenance of competencies among public health first responders, health care providers, EMS, and others as appropriate, on the use of PPE, environmental decontamination, and management of infectious waste. Training should follow OSHA and state regulations.
7. HPP and PHEP awardees, HCCs and their members should collaborate to develop and implement strategies to ensure availability of effective supplies of PPE, including:
8. Working with suppliers and coalitions to develop plans for caching or redistribution and
9. sharing and
10. Informing each other and integrating plans for purchasing, caching, and distributing PPE.
11. HPP and PHEP awardees, HCCs, and their members should sustain planning for the management of PUIsto:
 - a. Monitor health care personnel who may have had a risk exposure to a PUI by directly treating or caring for a PUI in a health care setting and
 - b. Clarify roles and responsibilities for key response activities related to the monitoring of PUIs, to include:
 - i. Assisting or assessing readiness of health care organizations in the event of a PUI and
 - ii. Conducting AARs and testing plans for PUI management to identify opportunities to improve local, state, and national response activities.

More information about addressing specialty medical surge for infectious diseases can be found in Capability 4, Objective 9 of the 2017-2022 Health Care Preparedness and Response Capabilities.

PHEP Requirements/Recommendations

1. Conduct Activities Based on State Plans to Manage Public Health Surge
 - a. Sub-recipients will continuously assess and evaluate the medical and public health needs of the affected community and identify areas where the response effort is not meeting the demands. Sub-recipients will then implement surge plans to address the gaps.

Activity 3: Coordinate Volunteers

Joint Requirements

1. Sub-recipients will coordinate the identification, recruitment, registration, training, and engagement of volunteers to support the jurisdiction’s response to incidents. To develop competency in implementing plans involving volunteers, awardees should ensure volunteers are included in training, drills, and exercises throughout the five-year project period.

PHEP Requirements/Recommendations

1. Implement Plans that support the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)



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- a. It is critical that Sub-recipients coordinate identification, recruitment, registration, training and engagement of volunteers to support the jurisdictional public health agency’s response to incidents. Sub-recipients will ensure volunteers are included in training, drills, and exercises to develop competency at implementing plans as described in the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) compliance requirements.
- b. Sub-recipients in jurisdictions that do not use spontaneous or other volunteers due to state regulations will describe in their plans how they plan to handle those types of volunteers during an incident.

Activity 4: Prevent or Mitigate Injuries and Fatalities

PHEP Requirements/Recommendations

1. Community Partnerships for Coordination
 - a. With regard to fatalities, Sub-recipients will coordinate with HCCs and other community partners, including law enforcement, emergency management, and medical examiners or coroners to ensure proper tracking, transportation, handling, and storage of human remains and ensure access to mental and behavioral health services for responders and families impacted by an incident.

Domain 6 Strategy: Strengthen Biosurveillance (PHEP)

As defined by Homeland Security Presidential Directive 21 (HSPD-21), bio surveillance involves active data-gathering with appropriate analysis and interpretation of biosphere data that might relate to disease activity and threats to human or animal health — whether infectious, toxic, metabolic, or otherwise, and regardless of intentional or natural origin — to achieve early warning of health threats, early detection of health events, and overall situational awareness of disease activity. Sub-recipients will ensure coordination among preparedness, laboratory, and epidemiology programs through the following activities to strengthen bio surveillance.

- Conduct epidemiological surveillance and investigation
- Detect emerging threats and injuries
- Conduct laboratory testing (not applicable to county health departments)

Activity 1: Conduct Epidemiological Surveillance and Investigation

PHEP Requirements/Recommendations

1. Sub-recipients will continue to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological processes. In addition, sub-recipients will be able to surge these systems and processes in response to incidents of public health significance.
 - a. Participate in ADHS Communicable Disease on-call system drills
 - b. Participate in ADHS epidemiology training and exercises including but not limited to Epidemiology Surveillance and Capacity meeting, *How to* presentations, annual Arizona Infectious Disease Training and Exercise meeting



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- c. Conduct investigations of Arizona reportable diseases and public health incidents.
- d. Report all outbreaks within 24 hours to ADHS utilizing the MEDSIS Outbreak Module including at a minimum: Outbreak Name, Date Reported to sub-recipient, Morbidity, Type of Setting, and County of Outbreak.
- e. Submit outbreak summaries to ADHS in the MEDSIS Outbreak Module within 30 days of outbreak closure

Public Health Informatics (Surveillance and Investigation)

Sub-recipients should consider updating essential systems that strengthen epidemiological surveillance and investigation capability with modern technological tools and make them more versatile in meeting the demands for timely, population-specific, and geographically specific surveillance information. To meet these expectations, ADHS encourages sub-recipients to consider two key strategies:

- Enhance the public health information system workforce: Prioritize implementation of targeted cross-cutting workforce training and development opportunities to maintain functionality and increase capacity of public health information systems, such as electronic death registration systems.
- Advance electronic information exchange: Public health informatics capacity includes specific actions to both receive and transmit data electronically using standards-based messaging; awardees should focus their efforts on improving information sharing and coordinate information technology goals, investments, and work plans with input from state laboratory directors, state epidemiologists, information technology or informatics directors, or specifically designated individuals empowered by these authorities by:
 - a. *Participating in CDC's National Notifiable Diseases Surveillance System (NNDSS) Modernization to increase NNDSS case reports submitted electronically to CDC using HL7 messaging (enter information into MEDSIS as required and provide current contact information for MEDSIS liaison(s))*
 - b. *Advancing ELR to improve overall surveillance, timeliness, and accuracy of case reporting, confirmation to state and local public health, and subsequent information sharing with CDC, (to be defined by ADHS EDC).*
 - c. *Participating in the National Syndromic Surveillance Program (NSSP) to increase the proportion of emergency department visits monitored by jurisdictions, (to be defined by ADHS EDC).*
 - d. *Implementing electronic test ordering (ETOR) to accept electronic test orders and to return findings electronically, (to be defined by ADHS EDC).and*
 - e. *Implementing electronic case reporting (eCR) consistent with national standards to accept and process electronically transmitted reportable disease information from electronic health records (to be defined by ADHS EDC).*

Electronic Death Registration (EDR)

Sub-recipients using PHEP funds for EDR will ensure they are developing or advancing state-based EDR systems that can provide more timely public health mortality surveillance information to CDC's National Center for Health Statistics (NCHS) and state epidemiologists. Awardees using PHEP funds to support existing EDR systems will prioritize goals and objectives in their work plans that advance the use and geographic coverage of current death reporting systems.



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Awardees using PHEP funds to build operational EDR systems will prioritize development of scalable plans designed to initially implement an EDR system.

Border Health Surveillance

Sub-recipients in jurisdictions located on the United States-Mexico border or the United States-Canada border will conduct activities that enhance border health, particularly regarding disease detection, identification, investigation, and preparedness and response activities related to emerging diseases and infectious disease outbreaks whether naturally occurring or due to bioterrorism. This focus on cross-border preparedness reinforces the U.S. public health and health system preparedness whole-of-community approach which is essential for local-to-global threat risk management and response to actual events regardless of source or origin. Sub-recipients will use MEDSIS bi-national variable to identify case or disease, as applicable.

Disaster Epidemiology Training

ADHS recommends that sub-recipients participate in disaster epidemiology training initiatives as determined by jurisdictional priorities. Following are recommended activities and tools.

- Rapid Response Registry (RRR): RRR is used to quickly register victims of disasters and provide services, information, or long-term monitoring. The RRR toolkit and technical support from SMEs with ATSDR are available to assist with implementation.
- Emergency Responder Health Monitoring and Surveillance System (ERHMS): ERHMS is designed to provide real-time data and recommendations on health and safety issues that arise among

Collaborate with Poison Control Centers

ADHS recommends that sub-recipients implement processes for using poison control center data for public health surveillance. Such data can be particularly helpful in 1) providing situational awareness during a known public health threat, 2) identifying an emerging public health threat, 3) identifying unmet public health communication needs following a public health threat, or 4) providing surveillance for specific exposures or illnesses of concern to the health department.

Activity 2: Detect Emerging Threats and Injuries

PHEP Requirements/Recommendations

1. Response Plans for Chemical, Biological, Radiological, Nuclear, and Explosive Threats

Sub-recipients can use PHEP funding to maintain personnel needed to address chemical, biological, radiological, nuclear and explosive (CBRNE) threats through hiring, training, exercising, and otherwise implementing response plans. In addition, sub-recipients should describe in their MYTEPs specific plans to address identified gaps during the project period, and collaborate with HPP awardees to coordinate joint training and exercise opportunities.



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Federal Requirements:

Annual:

- After-action Report/Improvement Plan (AAR/IP) Submission
- One Multiyear Training and Exercise Plan (MYTEP) Submission (joint plan)
- Three MCM drills. All CRI local jurisdictions will complete all 3 drills annually:
 - staff notification and assembly;
 - facility set-up; and
 - site activation.

Throughput estimation is now completed as part of the dispensing full-scale exercise (FSE). However, if a site does not participate in the dispensing FSE (for example, participates in immunization FSE in lieu of dispensing FSE), oral MCM throughput will be measured and information submitted at least once during the five-year period.

- One Exercise or Real Incident
- One Inventory Management and Tracking System (IMATS) or Inventory Data Exchange (IDE) Test

Project Period Requirement:

- One Functional or Full-scale Exercise (a real incident/event will be considered)
- One Fiscal Preparedness Tabletop Exercise
- One Medical Countermeasure (MCM) Distribution Full-scale Exercise
- One MCM Dispensing Full-scale Exercise or 1 Mass Vaccination Full-scale Exercise (One POD in each CRI local planning jurisdiction in each of the 72 MSAs and four directly funded localities will be exercised.)
- AAR/IP Submission

Funding Restrictions

Restrictions that will be considered while planning the programs and writing the budget are:

- Awardees may not use funds for research.
- Awardees may not use funds for clinical care except as allowed by law. For the purposes of this FOA, clinical care is defined as "directly managing the medical care and treatment of patients."
- Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending will be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the awardee.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:



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- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).
- The direct and primary recipient in a cooperative agreement program will perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- Awardees may not use funds for construction or major renovations.
- Awardees may supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$187,000 per year.
- Awardees may use funds only for reasonable program purposes, including travel, supplies, and services.
- Awardees may purchase basic (non-motorized) trailers with prior approval from the CDC OGS.
- HPP and PHEP funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts
- HPP and PHEP funds may not be used to purchase or support (feed) animals for labs, including mice. Any requests for such will receive prior approval of protocols from the Animal Control Office within CDC and subsequent approval from the CDC OGS.
- Recipients may not use funds to purchase a house or other living quarters for those under quarantine.
- HPP and PHEP awardees may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award.
- PHEP awardees cannot use funds to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
- PHEP awardees can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts.
- PHEP awardees can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles will be of a type not licensed to travel on public roads.
- PHEP awardees can use funds to purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.



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- PHEP awardees can use funds to support appropriate accreditation activities that meet the Public Health Accreditation Board’s preparedness-related standards.
- HPP awardees cannot use funds to support standalone, single-facility exercises.
- HPP awardees cannot spend HPP funds on training courses, exercises, and planning resources when similar offerings are available at no cost.

PROGRAM REQUIREMENTS

MEETINGS

1. ADHS Sponsored Grant Meetings (2 events annually)
 - a. Attend semi-annual ADHS sponsored All-Partners Workshop
 - b. Attend your Regional ADHS sponsored Business Meeting
 - i. ADHS will hold one business meeting in each of the four Healthcare Coalition Regions within the State.
2. Healthcare Coalition Meeting
 - a. Will attend Healthcare Coalition meetings in your region (see Regions below)
 - i. Northern Region:
 1. County Representatives: Apache County, Coconino County, Navajo County, and Yavapai County
 2. Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe
 - ii. Western Region:
 1. County Representatives: La Paz County, Mohave County, and Yuma County
 2. Tribal Representatives: Cocopah Indian Tribe, Fort Mojave Indian Tribe, Kaibab-Paiute Tribe & Quechan Tribe
 - iii. Central Region:
 1. County Representatives: Gila County, Maricopa County, and Pinal County
 2. Tribal Representatives: Gila River Indian Community
 - iv. Southeastern Region:
 1. County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County
 2. Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O’odham Nation

FINANCIAL REQUIREMENTS

1. Match Requirement



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- a. The PHEP award requires a 10% “in-kind” or “soft” match from all the grant participants. Each recipient will include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.
- 2. Inventory
 - a. Upon request provide an inventory list to ADHS. The Inventory List shall include all capital equipment.
- 3. Budget Allocation
 - a. Complete the budget tool developed by ADHS, sign the document, and return to ADHS for review and approval. ADHS will not release funding to the County until ADHS has approved the budget.
 - b. All activities and procurements funded through the PHEP grant shall be aligned with your budget/spend plan and work plan that will help you reach the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities will be approved by ADHS before PHEP funds can be utilized on those activities/items.
 - c. Counties will follow the applicable Office of Management and Budget (OMB) Circulars and Cost Principles when developing the budget and throughout the period of performance.
- 4. Grant Activity Oversight
 - a. Each County will maintain a full-time, part-time, or appointed PHEP Coordinator that will have responsibility for oversight of all grant related activities. The PHEP Coordinator will be the main point of contact for ADHS with the County in regards to the PHEP grant. This individual will work closely with ADHS to ensure all deliverables and requirements are met. They will also coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.
- 5. Employee Certifications
 - a. PHEP Recipients are required to adhere to all applicable federal laws and regulations, including applicable OMB Circulars and semiannual certification of employees who work solely on a single federal award. These certification forms will be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms will be retained in accordance with 45 Code of Federal Regulation, Part 92.42
- 6. Performance
 - a. Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

EXERCISES

- 1. Emergency Operation Coordination
 - a. Maintain documentation of all collaborative efforts with local and State emergency management
 - b. The County PHEP program will establish and maintain a collaborative working relationship with emergency management. This will include but not be limited to; Emergency communication plan,



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strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.

- c. Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity
 - d. Provide appropriate documentation and justification to support an order request via the Web EOC order process.
2. Multi-Year Training and Exercise Workshop (MYTEP)
- a. Each County will attend the annual ADHS Training and Exercise Planning Workshop
 - i. DATE: TBD
 - b. Each County shall submit their final training and exercise plans
 - i. DUE DATE: no later than : TBD
 - c. Training and exercise plans will contain proposed events from: TBD.
 - i. Plans will be submitted on the ADHS provided templates.
 - d. Trainings and exercises will be gap based.
 - i. This means that the proposed training and/or exercises will be based on an identified gap from a previous exercise, response, risk assessment, or other documented source.

Exercise Implementation Criteria

1. Homeland Security Exercise and Evaluation Program
 - a. Sub-awardees will conduct preparedness exercises in accordance with the HSEEP fundamentals including:
 - i. Exercise Design and Development
 - ii. Exercise Conduct
 - iii. Exercise Evaluation and
 - iv. Improvement Planning
 - v. More information on the April 2013 HSEEP guidelines and exercise policy is available at <https://www.llis.hseep.gov/hseep>
2. ADHS Coordination
 - a. In order to meet the criteria to be a qualified exercise, all PHEP sub-awardee exercises will be coordinated with ADHS and receive approval prior to the initial planning meeting. Continue to keep ADHS updated throughout the remainder of the planning process.
 - b. The HSEEP process along with respective templates and guidance will be used to comply with exercise implementation criteria.
3. Healthcare Coalition Exercises:
 - a. Each Healthcare Coalition (Northern, Central, Western, and Southeastern) will have an exercise in BP3 that will require the County's participation.
 - i. DATE: TBD
4. At-Risk Individuals



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- a. Will include provisions for the needs of at-risk individuals within each exercise. HPP-PHEP sub-awardees will report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website:
<http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

5. Exemption:

- a. County response and recovery operations supporting real incidents could meet the criteria for this annual exercise requirement if the response was sufficient in scope and the AAR/IPs adequately detail which PHEP capabilities were tested and evaluated. This will be addressed on an as-requested basis.

Exercise Evaluation Criteria

1. PHEP exercises will address Public Health Preparedness (PHP) Capabilities in all qualifying exercises. If using FEMA Core Capabilities, a cross-walk will be produced mapping PHP capabilities with core capabilities.
2. At a minimum, each County will demonstrate and validate healthcare coalition participation in resource and information management as outlined in the HPP-PHEP aligned capabilities.
 - a. These capabilities are:
 - i. Capability 3: Emergency Operations Coordination and Capability 6: Information Sharing.
3. PHEP Qualifying Exercises:
 - a. An exercise that meets PHEP-specific qualifying exercise implementation criteria and the specific HPP evaluation criteria.

INFORMATION SERVICES

1. Will have or have access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/ text alerts.
2. Sub-recipient shall provide to ADHS a list of the system(s) that are utilized in EOC operations and for information sharing during their midyear report.
3. Sub-recipient shall participate in the Communication Pathway scenarios developed and sent out by ADHS Information Services Group.
4. Sub-recipient will be able to utilize the following Communication systems: HSP, EMResource, EMTrack, ESAR-VHP, AZHAN, IRMS (or equivalent), 800 MHz radios, and WebEOC. ADHS will provide training on the systems and platforms as needed.

REPORTING

Progress on the deliverables, performance measures, and activities funded through the PHEP grant will be reported on in a timely manner to ensure ADHS has adequate time to compile the information and submit to CDC.

1. Mid-Year Report



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133163**

Amendment No: 2

Procurement Officer:
Russell Coplen

- a. ADHS will send out the Mid-Year report templates in advance of the Due Date
 - i. DUE DATE: Est. TBD
 - b. ADHS will provide the CDC Performance Measures templates (if applicable) in advance of the Due Date
 - i. DUE DATE: TBD
 - c. Each County will provide ADHS with an updated Public Health Emergency Contact list semi-annually. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.
 - i. The contact information for each individual shall include:
 1. Individual's name
 2. ICS title
 3. Non-emergency position title
 4. telephone numbers (Office, Mobile, & Home), and
 5. primary email address
2. Annual Report
 - a. ADHS will send out the Annual Report template in advance of the Due Date
 - i. DUE DATE: TBD
 3. After Action Report/Improvement Plan
 - a. Each County shall submit an AAR/IP for any public health emergency exercise or real world event in which the public health entity participates and has a role.
 - b. After a stand-alone DSNS drill, an After Action Report and an Improvement Plan will be provided to the ADHS SNS Coordinator
 - c. AARs will be submitted to ADHS within 120 days after the exercise.
 4. Training Validation Reports
 - a. By the end of Budget Period 1, provide ADHS a training validation report using the ADHS template located in the Health Service Portal (a summary report for trainings actually conducted in BP1).



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
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HPP and PHEP awardees use these inputs:

- HPP and PHEP funding
- Technical assistance
- Field staff
- Capacity standards
- Legislative mandates (PHE Act, NHCSS and PPD-1)
- Subject matter experts (clinicians, epi, lab etc.)
- Financial preparedness

Federal Partners



Arizona Partners



Capabilities

HPP and PHEP awardees use capabilities to focus on these preparedness strategies and conduct these activities for the private health care system (HPP) and taxpayer-funded public health system (PHEP)

- Strengthen Community Resilience**
- Partner with stakeholders by developing and maturing health care coalitions (HCCs)
 - Characterize possible risk of the jurisdiction and the HCC
 - Characterize populations at risk
 - Engage communities and health care systems
 - Operationalize response plans

- Strengthen Incident Management**
- Coordinate emergency operations
 - Develop/revise incident command structures for public health
 - Establish incident command structures for health care organizations and HCC
 - Ensure HCC integration and collaboration with EPHS
 - Have expedited focal procedures in place for ensuring funding reaches impacted communities during an emergency response

- Strengthen Information Management**
- Share situational awareness across health care and public health systems
 - Share emergency information and warnings across disciplines and jurisdictions and HCCs and their members
 - Conduct external communication with public

- Strengthen Countermeasures and Mitigation**
- Manage access to and administration of pharmaceutical/non-pharmaceutical interventions
 - Ensure safety and health of responders
 - Operationalize response plans

- Strengthen Surge Management**
- To manage public health surge:
- Address mass care needs, e.g., shelter monitoring
 - Address surge needs, e.g., family reunification
 - Coordinate volunteers
 - Prevent/mitigate injuries and fatalities
- To manage medical surge:
- Conduct health care facility evaluation planning and execute evacuations
 - Address emergency department and inpatient surge
 - Develop alternate care systems
 - Address specialty surge including pediatric, chemical/radiation, burn/trauma, behavioral health, and highly infectious diseases

- Strengthen Biosurveillance**
- Conduct epidemiological surveillance and investigation
 - Detect emerging threats/injury
 - Conduct laboratory testing

to work together to produce these readiness Outputs

- Assessments conducted, e.g., risk/MIA, JRA, resource, supply chain
- Established HCC and public and private partnerships
- Preparedness plans that address community-specific needs and vulnerable populations
- Coordinated trainings and exercises and continuous quality improvement

- Risk communication systems
- Emergency operation centers primary/alternate
- Incident management systems
- Response plans
- Recovery plans
- Continuity of operations (COOP) plans

- Information sharing platforms for HCC members
- Defined essential elements of information
- Risk communication materials
- Social media monitors
- Health care situational awareness protocols and systems
- Trained risk communication staff
- Message and report templates

- Storage and distribution centers
- Inventory management systems
- Points of dispensing (PODs)/alternate nodes
- Trained POD staff
- Stockpiled personal protective equipment (PPE)
- Safety and "just in time" trainings

- Electronic volunteer registry systems
- Coordinated public health and health care agencies
- Patient tracking systems
- Population monitoring systems
- Real time monitoring of patient acuity for rapid decompression
- Medical surge plans at the systems level
- Coordinated patient distribution and movement based on patient needs
- Plan for implementing crisis standards of care

- Electronic disease surveillance systems
- Laboratory response networks
- Laboratory testing capability
- Integrated laboratory and epidemiology systems

to achieve these Outcomes that could not be achieved alone during public health and health care responses as a result of improved public health and health care system capabilities...

Timely assessment and sharing of essential elements of information

Earliest possible identification and investigation of an incident

Timely implementation of intervention and control measures

Timely communication of situational awareness and risk information

Continuity of emergency operations management throughout the surge of an emergency or incident

Timely coordination and support of response activities with partners

Continuous learning and improvements are systematic

Reduced exposure to risk

Established public health recommendations and control measures in place for all hazards

Institutionalized preparedness and response capabilities

Prioritized emergency public health and health care services and resources sustained throughout all phases of emergencies and public health and medical incidents

Continuity of essential public health and health care services and supply chain during an emergency response and recovery

Immediate care for incoming patients and continuity of care for existing patients during an incident

Prevent or reduce morbidity and mortality from public health incidents whose scale, rapid onset, or unpredictability stresses the public health and health care systems

Earliest possible recovery and return of the public health and health care systems to pre-incident levels or improved functioning

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Public Health Services District

Date/Signature: August 15, 2017 *Chris S. Sexton*

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

Discussion and possible approval of the Well Site Endorsement Policy. Well site endorsement fee was adopted March 3, 2008 by the Board of Supervisors.

BOS Meeting Date Requested: August 21, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature *[Handwritten Signature]*

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT

Policy and Procedure

Title: Well Site Endorsement

Page: 1

Scope: Environmental Staff

Effective: August 21, 2017

Source: Public Health Director

Revised:

Policy:

Residents desiring to install a domestic well on their property will need to ensure there is at least 100 feet of separation between their proposed well location and any sewage tank, septic tank and leach area, or sewer system on their property and adjacent properties.

The resident may submit the application to drill a well (Notice of Intent to Drill, Deepen, Replace or Modify a Well) directly to the Apache County Public Health Services District (ACPHSD) or through their well driller to ACPHSD. Two checks need to accompany the application, one check written to Arizona Department of Water Resources (ADWR) for the application fee and one check written to the Apache County Public Health Services District for the County well site endorsement.

ACPHSD will research sewage tanks, septic tank and leach area and sewer systems on adjacent parcels and make a site visit to the property to certify the proposed well does not infringe on the 100 foot setback requirement.

After the field inspection is performed, ACPHSD will sign the application and send the application and ADWR check to ADWR. The driller or applicant may choose to submit an online application in which case the driller or applicant will send the check directly to ADWR.

The applicant may request a variance from the ADWR 100 foot setback requirement by making a written request to ADWR. A variance request will require an extensive investigation and certification by a professional engineer or a registered geologist. Contact ADWR for additional information.

The applicant may complete and submit to ADWR, Certification of Proposed Well, Septic Tanks and Sewer Systems forms if ACPHSD has insufficient information to make a decision on the proposed well setback from sewage tanks, septic tank and leach field, or sewer system.

March 6, 2008 Board of Supervisors Meeting Minutes

Milton Ollerton, Community Development Director presented the request for a public hearing and possible approval of the new Environmental Health Schedule. Mr. Ollerton stated that the fees have been updated and average of 15% increase across the board and includes septic fees and restaurant fees and recommend approval. Chairman White opened the floor for public comment. Hearing no response, **Mr. Brown moved to approve, seconded by Mr. White.** Motion passed


ACTIVITY/SERVICE	Fee	Description	Proposed Change 2006	Estimated for Change
Alternative septic system (General permit 4.03-4.05, 4.08-4.09, 4.14, 4.17)	\$500	Includes plan review & up to three inspections	\$550	Average minimum fee of eight counties = \$492
Alternative system-commercial > 1000-gpd	\$650	Includes plan review & up to three inspections	Redundant	
Extend construction authorization beyond two years	\$120	extends existing construction authorization beyond 2 years	Redundant	
Inspections - Additional Septic Site Inspection - Generalizations on ISDS-	\$140	Each-Inspection	Redundant	
Inspections - Additional septic system inspections due to incomplete or faulty installation	\$110	Each inspection in excess of those included with permit	\$120	Average minimum fee of eight counties = \$139
Inspections - Annual Inspection of Alternative Systems	\$125			
Operate without a valid septic permit	\$420	2x regular fee	2x-regular fee	
Renewal of Expired Standard Septic with No Changes	\$100	Per Hour (1/2 Hour Minimum)	Delete Fee - Redundant	
Septic System - Additional plan review for revisions made after approval	\$30	1/2 of new installation fee	\$50/hour (1/2 hour minimum)	
Septic System - Observed Soil Testing & Analysis	\$30		Delete Fee - Redundant	
Septic System - Repair or other existing system	\$480		Delete Fee - Redundant	
Septic System - Single-Family Residence without Gravel	\$250		Delete Fee - Redundant	
Septic System - Standard - Alternative	\$250		Delete Fee - Redundant	
Septic System - Standard-system-commercial < 1000-Gallons Per-Day	\$300		Delete Fee - Redundant	
Septic System - Transfer of ownership	\$0		\$50	
Septic System - Verification for County Clearance of ISDS System	\$240		Delete Fee - Redundant	
Standard septic system (General permit 4.02)	\$370	Includes plan review & up to three inspectors	Delete Fee - Redundant	Average fee of (thirteen) counties = \$329
Standard system-commercial > 1000-Gallons Per-Day				
Food Service Fees				
Bar / Lounge	\$107		\$200	Average minimum of 10 counties = \$222
Bar/Lounge Located in a Food Service Establishment - Class A - (1)	\$200		Delete Fee - Redundant	
Bar/Lounge Located in a Food Service Establishment - Class B - (1)	\$270		Delete Fee - Redundant	
Bed & Breakfast	\$160		\$200	Average minimum of 5 counties = \$204
Beverage Plant / Bottled Water	\$200		\$250	Average minimum of 6 counties = \$284
Caterer (Includes inspection of catering vehicle & must utilize licensed commissary)	\$80		\$200	Average minimum of 8 counties = \$231
Day Care (Food Service)	\$240		Delete Fee - Redundant	Average minimum fee of 8 counties = \$259
Delicatessen	\$100		Delete Fee - Redundant	
Delinquency Fee Charged When Annual Fee is Delinquent > 30 Days	\$0		\$10	11/15 counties charge fee ranging from \$10-20/year
Food Handlers Certification (1 Year)	\$0		\$10	
Food Handlers Re-Certification (1 Year)	\$240		\$200	Average minimum fee of 5 counties = \$193
Food Processor (Hot Cream & Non-Potentially Hazardous Food)	\$210		\$230	Average minimum of 8 counties = \$231
Food Processor	\$240		\$200	Average minimum of 10 counties = \$182
Food Service Establishment - Mobile	\$200		\$250	Average minimum fee of eight counties = \$250
Food Service Establishment/Commissary - Fixed - Class A - (Scored excellent or satisfactory on last inspection)	\$270		\$350	Average minimum fee of 7 counties = \$348
Food Service Establishment/Commissary - Fixed - Class B - (Scored below satisfactory on last inspection)	\$200		\$290	Average minimum fee of 4 counties = \$295
Food Warehouse with or without refrigeration	\$210		Delete Fee - Redundant	Average minimum fee of 6 counties = \$262
Ice Manufacturing Plant	\$9		Delete Fee - Redundant	
Inspections - Food Establishment Re-Inspection	\$9		Delete Fee - Redundant	
Inspections - Other Required Re-inspection	\$170		\$250	Average minimum fee of 8 counties = \$262
Meal Establishment	\$0	Fee waived	Fee waived	
Non-profit food service establishment	\$300		\$100	
Operate without a valid food service permit	\$300		\$300	
Plan Review for Fixed Food Establishment Remodeling	\$300		\$400	Average minimum fee of 7 counties = \$302
Plan Review for Fixed Food Establishments < 25 Seats	\$350		\$350	Average minimum fee of 7 counties = \$408
Plan Review for Fixed Food Establishments 25-99 Seats	\$300		\$100	Average minimum fee of 4 counties = \$99
Plan Review for Food Service (Mobile)	\$9		Delete Fee - Redundant	
Plan Review-Other-Food Establishments < 1000-Sq.-Ft.	\$0		Delete Fee - Redundant	
Plan Review-Other-Food Establishments > 1000-Sq.-Ft.	\$0		Delete Fee - Redundant	
Plan Review-Other-Food Establishments to 2500-Sq.-Ft.	\$30		Delete Fee - Redundant	
Plan Reviews - All Others	\$200	Per Hour (1/2 Hour Minimum)	Delete Fee - Redundant	
Refrigerated Warehouses	\$170		\$200	Average minimum fee of 7 counties = \$194
Retail Food Establishment < 2000 Sq. Ft.	\$170		\$250	Average minimum fee of 7 counties = \$247
Retail Food Establishment > 2000 Sq. Ft.	\$0		Delete Fee - Redundant	
Retail Food Establishment-Licensed-Within-a-Food-Service-Establishment	\$40		\$50	Average minimum of 10 counties = \$89
Temporary Food Service Establishment				
Miscellaneous Fees				
Campground	\$100			
Chemical Total Services	\$9		Delete Fee - Redundant	
Delinquency Fee-Charged-When Annual Fee is Delinquent > 60 Days	\$100		\$200	8 county average = \$204; 4 counties charge per truck
Garbage / Refuse Hauler Permit	\$100			
Mobile Home / RV Parks	\$110			
Model / Hotel	\$1	Per Page		
Photocopy	\$20			
Plan Review Trailer Park	\$100			
Renewal of Expired Well with No Changes	\$100			
Septic Tank Pumper / Hauler Permit	\$100			
Swimming Pool / Jacuzzi Inspection	\$150			7 county average = \$133; 3 counties charge per truck
Tattoo / Body Art Facility	\$200			
Well Site Endorsement				

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Finance Department

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 adoption of the property tax levy for 2017-2018.


BOS Meeting Date Requested August 21, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature 

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials 

APACHE COUNTY
RESOLUTION SETTING FY2017-2018 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX
AUTHORITY
NUMBER

APACHE COUNTY

	FY18 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY17 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2017/2018	RATE % INCREASE (DECREASE) 2017/2017
02000	0.5857	461,828,178	2,704,928	0.5642	0.0215	3.81%
02001	0.4875	461,828,178	2,251,412	0.5010	(0.0135)	-2.69%
	1.0732			1.0652	0.0080	0.75%

Primary:						
52000	General Fund Override	-	-	-	-	-
14900	Library District	0.3094	461,828,178	1,428,896	0.3101	(0.0007)
29999	Public Health District	0.2500	461,828,178	1,154,570	0.1961	0.0539
28000	Jail District	0.1996	461,828,178	921,809	0.2000	(0.0004)
28002	Juvenile Jail District	0.0897	461,828,178	414,260	0.0899	(0.0002)
58000	Jr. College Tuition	0.3750	461,828,178	1,731,856	0.2985	0.0765
56000	Post Secondary Education	0.1400	461,828,178	646,559	0.1400	-
15000	Flood Control	0.0845	186,679,335	157,744	0.0845	-
14901	Library Construction Bond	0.1221	461,828,178	563,892	0.1233	(0.0012)
11900	Fire Dist. Assistance	0.0824	461,828,178	380,546	0.0815	0.0009
	Total Secondary Rate	1.6527		7,400,134	1.5239	0.1288

04106	04106	Primary	-	-	-	-	0.00%
54106	54106	Secondary	-	-	-	-	0.00%

04103	04103	Primary	-	-	-	-	0.00%
54103	54103	Secondary	-	-	-	-	0.00%

04150	04150	Primary	-	-	-	-	0.00%
54150	54150	Secondary	-	-	-	-	0.00%

07001	07001	Primary	3.7170	30,591,926	1,137,102	3.6025	0.1145	3.18%
57001	57001	Secondary	0.6340	30,591,926	193,953	0.2907	0.3433	108.84%
			0.3176			-	0.3176	100.00%
			0.3164			0.2907	0.0257	8.64%

67001	67001	Class A Bonds	-	-	-	-	-	0.00%
77001	77001	Class B Bonds	-	-	-	-	-	0.00%
87001	87001	Adjacent Ways	-	-	-	-	-	0.00%

05006	05006	Primary	6.4510	20,349,791	1,312,765	6.7289	(0.2779)	-4.13%
55006	55006	Secondary	-	-	-	-	-	0.00%
65006	65006	Class A Bonds	-	-	-	-	-	0.00%
75006	75006	Class B Bonds	0.5944	20,349,791	120,959	0.5613	0.0331	5.90%

APACHE COUNTY
RESOLUTION SETTING FY2017-2018 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX AUTHORITY NUMBER	RESOLUTION NO.	Description	FY18 TAX RATE		PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY17 TAX RATE		ACTUAL RATE INCREASE (DECREASE) 2017/2018	RATE % INCREASE (DECREASE) 2017/2017
85006		Adjacent Ways	-	-	-	-	-	-	-	0.00%
ALPINE SCHOOL #7										
05007		Primary	2.8554	-	15,807,829	451,377	1.6774	-	1.1780	70.23%
55007		Secondary	-	-	-	-	-	-	-	0.00%
65007		Class A Bonds	-	-	-	-	-	-	-	0.00%
75007		Class B Bonds	-	-	-	-	-	-	-	0.00%
85007		Adjacent Ways	-	-	-	-	-	-	-	0.00%
WINDOW ROCK SCHOOL #8										
07008		Primary	-	-	-	-	-	-	-	0.00%
57008		Secondary	-	-	-	-	-	-	-	0.00%
67008		Class A Bonds	-	-	-	-	-	-	-	0.00%
77008		Class B Bonds (payable 2009 - 2022)	2.7414	-	12,166,555	333,534	2.4248	-	0.3166	13.06%
87008		Adjacent Ways	-	-	-	-	-	-	-	0.00%
VERNON SCHOOL #9										
05009		Primary	6.9657	-	17,180,290	1,196,727	5.9589	-	1.0068	16.90%
55009		Secondary	-	-	-	-	-	-	-	0.00%
65009		Class A Bonds	-	-	-	-	-	-	-	0.00%
75009		Class B Bonds	-	-	-	-	-	-	-	0.00%
85009		Adjacent Ways	-	-	-	-	-	-	-	0.00%
ROUND VALLEY SCHOOL #10										
07010		Primary	1.8040	-	322,805,797	5,823,417	1.3078	-	0.4962	37.94%
57010		Secondary (M&O Override approved 2012)	0.2663	-	322,805,797	859,632	0.2599	-	0.0064	2.46%
67010		Class A Bonds	-	-	-	-	-	-	-	0.00%
77010		Class B Bonds (payable 2009 - 2023)	0.0782	-	322,805,797	252,434	0.1593	-	(0.0811)	-50.91%
87010		Adjacent Ways	-	-	-	-	-	-	-	0.00%
07999		Millinum School Tax	0.3233	-	322,805,797	1,043,631	0.4074	-	(0.0841)	-20.64%
SANDERS SCHOOL #18										
07018		Primary	-	-	18,666,004	-	-	-	-	0.00%
57018		Secondary	-	-	-	-	-	-	-	0.00%
67018		Class A Bonds	-	-	-	-	-	-	-	0.00%
77018		Class B Bonds	-	-	-	-	-	-	-	0.00%
87018		Adjacent Ways	-	-	-	-	-	-	-	0.00%
GANADO SCHOOL #20										
07019		Primary	2.0911	-	19,259,831	402,742	-	-	2.0911	100.00%
57019		Secondary	-	-	-	-	-	-	-	0.00%
67019		Class A Bonds	-	-	-	-	-	-	-	0.00%
77019		Class B Bonds	-	-	-	-	-	-	-	0.00%
87019		Adjacent Ways	-	-	-	-	-	-	-	0.00%
MCMARY SCHOOL #23										

APACHE COUNTY
RESOLUTION SETTING FY2017-2018 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX AUTHORITY NUMBER	DESCRIPTION	FY18 TAX RATE		PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY17 TAX RATE		ACTUAL RATE INCREASE (DECREASE) 2017/2018	RATE % INCREASE (DECREASE) 2017/2017	
05023	Primary	-	-	739,250	-	-	-	-	0.00%	
55023	Secondary	-	-	-	-	-	-	-	0.00%	
65023	Class A Bonds	-	-	-	-	-	-	-	0.00%	
75023	Class B Bonds	-	-	-	-	-	-	-	0.00%	
85023	Adjacent Ways	-	-	-	-	-	-	-	0.00%	
CHINLE SCHOOL #24										
07024	Primary	4.0921	-	2,631,162	107,670	-	-	4.0921	100.00%	
57024	Secondary	-	-	-	-	-	-	-	0.00%	
67024	Class A Bonds	-	-	-	-	-	-	-	0.00%	
77024	Class B Bonds	-	-	-	-	-	-	-	0.00%	
87024	Adjacent Ways	-	-	-	-	-	-	-	0.00%	
RED MESA SCHOOL #27										
07027	Primary	1.6075	-	1,629,743	26,198	-	-	1.6075	100.00%	
57027	Secondary	-	-	-	-	-	-	-	0.00%	
67027	Class A Bonds	-	-	-	-	-	-	-	0.00%	
77027	Class B Bonds	-	-	-	-	-	-	-	0.00%	
87027	Adjacent Ways	-	-	-	-	-	-	-	0.00%	
CONCHO FIRE DISTRICT										
11603	GREER FIRE DISTRICT	3.2500	-	3,655,817	118,814	3,1400	-	0.1100	3.50%	
11604	PUERCO VALLEY FIRE DISTRICT	2.7245	-	18,149,875	494,493	2,6400	-	0.0845	3.20%	
11618	GANADO FIRE DISTRICT	3.2500	-	14,766,828	479,922	3,2500	-	-	0.00%	
11619	ALPINE FIRE DISTRICT	3.2500	-	19,259,831	625,945	3,2472	-	0.0028	0.09%	
11605	ALPINE FIRE DISTRICT	2.1000	-	14,769,551	310,161	1,9000	-	0.2000	10.53%	
11620	VERNON FIRE DISTRICT	3.2500	-	14,962,325	486,276	3,2500	-	-	0.00%	
11621	NUTRIOSO FIRE DISTRICT	1.4775	-	7,950,134	117,463	1,4775	-	-	0.00%	
ALPINE SANITARY DISTRICT										
21701	ALPINE DOMESTIC W/D	2.3180	-	5,409,004	125,381	2,2268	-	0.0912	4.10%	
16002	NAVAPACHE HOSPITAL DISTRICT	-	-	-	-	-	-	-	0.00%	
10251	OJO BONITO WATER DISTRICT	-	-	-	-	-	-	-	0.00%	
16000	VERNON WATER DISTRICT	-	-	-	-	-	-	-	0.00%	
16001	LITTLE COLO. SANITARY	0.2977	-	16,794,518	-	0.2985	-	(0.0008)	-0.27%	
21710	WHITE MOUNTAIN HCD	0.4550	-	108,121,429	491,953	0,4550	-	-	0.00%	
10260	NO. APACHE COUNTY HCD	3.8406	-	54,353,295	2,087,493	3,7789	-	0.0637	1.69%	
10270	NO. ARIZONA VIT	0.0500	-	353,397,723	176,699	0,0500	-	-	0.00%	
30001	NATIVE	0.0500	-	54,353,295	27,177	0,0500	-	-	0.00%	
CONCHO COUNTY IMPROVEMENT										
28003		80.00	-	681	54,480	80	-	-	0.00%	

APACHE COUNTY
RESOLUTION SETTING FY2017-2018 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX
AUTHORITY
NUMBER

FY18 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY17 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2017/2018	RATE % INCREASE (DECREASE) 2017/2017

APPROVED:

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1056936	08/08/2017	Accounts Payable	ACTIVE PARENTING PUBLISHERS INC	358.00
Open	NBAZ - Warrant Clearing Account	Check	1056937	08/08/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0301	520.15
Open	NBAZ - Warrant Clearing Account	Check	1056974	08/08/2017	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	1,085.03
Open	NBAZ - Warrant Clearing Account	Check	1056975	08/08/2017	Accounts Payable	APACHE COUNTY FSA	225.21
Open	NBAZ - Warrant Clearing Account	Check	1056976	08/08/2017	Accounts Payable	APACHE COUNTY HSA	3,226.67
Open	NBAZ - Warrant Clearing Account	Check	1056977	08/08/2017	Accounts Payable	APACHE COUNTY MEDICAL	159,002.08
Open	NBAZ - Warrant Clearing Account	Check	1056978	08/08/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	136,630.80
Open	NBAZ - Warrant Clearing Account	Check	1056979	08/08/2017	Accounts Payable	ASRS LEGACY EORP	1,089.96
Open	NBAZ - Warrant Clearing Account	Check	1056980	08/08/2017	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1056981	08/08/2017	Accounts Payable	AZ STATE RETIREMENT SYSTEM	95,130.78
Open	NBAZ - Warrant Clearing Account	Check	1056982	08/08/2017	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	222.00
Open	NBAZ - Warrant Clearing Account	Check	1056983	08/08/2017	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1056984	08/08/2017	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,256.35
Open	NBAZ - Warrant Clearing Account	Check	1056985	08/08/2017	Accounts Payable	CORRECTIONS OFFICER RET PLAN	7,037.32
Open	NBAZ - Warrant Clearing Account	Check	1056986	08/08/2017	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,833.82
Open	NBAZ - Warrant Clearing Account	Check	1056987	08/08/2017	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1056988	08/08/2017	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1056989	08/08/2017	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1056990	08/08/2017	Accounts Payable	GURSTEL LAW FIRM PC	178.85
Open	NBAZ - Warrant Clearing Account	Check	1056991	08/08/2017	Accounts Payable	INTERNAL REVENUE SERVICE	339.31
Open	NBAZ - Warrant Clearing Account	Check	1056992	08/08/2017	Accounts Payable	NATIONWIDE	1,955.00
Open	NBAZ - Warrant Clearing Account	Check	1056993	08/08/2017	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1056994	08/08/2017	Accounts Payable	NATIONWIDE TRUST FSB	767.00
Open	NBAZ - Warrant Clearing Account	Check	1056995	08/08/2017	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1056996	08/08/2017	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	7,699.10
Open	NBAZ - Warrant Clearing Account	Check	1056997	08/08/2017	Accounts Payable	PUBLIC SAFETY SHERIFF RET	40,401.03
Open	NBAZ - Warrant Clearing Account	Check	1056998	08/08/2017	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1056999	08/08/2017	Accounts Payable	SECURITY BENEFIT GROUP	650.00
Open	NBAZ - Warrant Clearing Account	Check	1057000	08/08/2017	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	2,279.89
Open	NBAZ - Warrant Clearing Account	Check	1057001	08/08/2017	Accounts Payable	CDW GOVERNMENT LLC	475.65
Open	NBAZ - Warrant Clearing Account	Check	1057002	08/08/2017	Accounts Payable	CORONADO LAW FIRM PLLC	2,047.00
Open	NBAZ - Warrant Clearing Account	Check	1057003	08/08/2017	Accounts Payable	DUGDALE, BEN	10.99
Open	NBAZ - Warrant Clearing Account	Check	1057004	08/08/2017	Accounts Payable	OFFICE DEPOT	407.30
Open	NBAZ - Warrant Clearing Account	Check	1057005	08/08/2017	Accounts Payable	POWERLINE TECHNOLOGIES INC	967.68
Open	NBAZ - Warrant Clearing Account	Check	1057006	08/08/2017	Accounts Payable	QUILL CORP	820.37
Open	NBAZ - Warrant Clearing Account	Check	1057007	08/09/2017	Accounts Payable	24 HOUR GAS-N-GO	52.21
Open	NBAZ - Warrant Clearing Account	Check	1057008	08/09/2017	Accounts Payable	4IMPRINT	4,092.87
Open	NBAZ - Warrant Clearing Account	Check	1057009	08/09/2017	Accounts Payable	A 1 ENERGY	470.00
Open	NBAZ - Warrant Clearing Account	Check	1057010	08/09/2017	Accounts Payable	ADLERHORST INTERNATIONAL LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1057011	08/09/2017	Accounts Payable	ALLEGRA	2,089.53
Open	NBAZ - Warrant Clearing Account	Check	1057012	08/09/2017	Accounts Payable	ALLEN, JULIE MERRILL	11.00
Open	NBAZ - Warrant Clearing Account	Check	1057013	08/09/2017	Accounts Payable	ALPINE WATER AND SANITARY	258.73
Open	NBAZ - Warrant Clearing Account	Check	1057014	08/09/2017	Accounts Payable	ALSCO INC	467.25
Open	NBAZ - Warrant Clearing Account	Check	1057015	08/09/2017	Accounts Payable	AMIGO CHEVROLET	700.87

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057016	08/09/2017	Accounts Payable	APACHE COUNTY	31.50
Open	NBAZ - Warrant Clearing Account	Check	1057017	08/09/2017	Accounts Payable	APACHE COUNTY	322.80
Open	NBAZ - Warrant Clearing Account	Check	1057018	08/09/2017	Accounts Payable	APACHE COUNTY FAIR	100.00
Open	NBAZ - Warrant Clearing Account	Check	1057019	08/09/2017	Accounts Payable	APACHE COUNTY FAIR	100.00
Open	NBAZ - Warrant Clearing Account	Check	1057020	08/09/2017	Accounts Payable	ARIZONA ASSOCIATION OF CONSERVATION DISTRICT	225.00
Open	NBAZ - Warrant Clearing Account	Check	1057021	08/09/2017	Accounts Payable	ASTRO DISTRIBUTING	292.98
Open	NBAZ - Warrant Clearing Account	Check	1057022	08/09/2017	Accounts Payable	AT&T MOBILITY	140.02
Open	NBAZ - Warrant Clearing Account	Check	1057023	08/09/2017	Accounts Payable	AZ ASSN OF COUNTIES	325.00
Open	NBAZ - Warrant Clearing Account	Check	1057024	08/09/2017	Accounts Payable	AZ ASSN OF COUNTIES	325.00
Open	NBAZ - Warrant Clearing Account	Check	1057025	08/09/2017	Accounts Payable	AZ BRAKE & CLUTCH SUPPLY	432.23
Open	NBAZ - Warrant Clearing Account	Check	1057026	08/09/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	100.00
Open	NBAZ - Warrant Clearing Account	Check	1057027	08/09/2017	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,415.00
Open	NBAZ - Warrant Clearing Account	Check	1057028	08/09/2017	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	592.71
Open	NBAZ - Warrant Clearing Account	Check	1057029	08/09/2017	Accounts Payable	AZ DEPT OF TRANSPORTATION	76.39
Open	NBAZ - Warrant Clearing Account	Check	1057030	08/09/2017	Accounts Payable	BAHE, IRENE R	124.12
Open	NBAZ - Warrant Clearing Account	Check	1057031	08/09/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	234.04
Open	NBAZ - Warrant Clearing Account	Check	1057032	08/09/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	1,605.86
Open	NBAZ - Warrant Clearing Account	Check	1057033	08/09/2017	Accounts Payable	BEGAY, MARLEITA	460.54
Open	NBAZ - Warrant Clearing Account	Check	1057034	08/09/2017	Accounts Payable	BEGAY, RAMON	99.12
Open	NBAZ - Warrant Clearing Account	Check	1057035	08/09/2017	Accounts Payable	BEGAY, SARAH MAE	600.00
Open	NBAZ - Warrant Clearing Account	Check	1057036	08/09/2017	Accounts Payable	BEGAY, SILAS	132.04
Open	NBAZ - Warrant Clearing Account	Check	1057037	08/09/2017	Accounts Payable	BENALLY, THERESA	99.12
Open	NBAZ - Warrant Clearing Account	Check	1057038	08/09/2017	Accounts Payable	BENDER, JUDITH A	6,500.00
Open	NBAZ - Warrant Clearing Account	Check	1057039	08/09/2017	Accounts Payable	BERGE FORD INC	120,800.50
Open	NBAZ - Warrant Clearing Account	Check	1057040	08/09/2017	Accounts Payable	BEST WESTERN INN OF TEMPE	189.90
Open	NBAZ - Warrant Clearing Account	Check	1057041	08/09/2017	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	2,147.28
Open	NBAZ - Warrant Clearing Account	Check	1057042	08/09/2017	Accounts Payable	BLACK DIAMOND AUTO GLASS II	185.01
Open	NBAZ - Warrant Clearing Account	Check	1057043	08/09/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,606.02
Open	NBAZ - Warrant Clearing Account	Check	1057044	08/09/2017	Accounts Payable	BOB BARKER COMPANY INC	64.50
Open	NBAZ - Warrant Clearing Account	Check	1057045	08/09/2017	Accounts Payable	BOWMAN, GLORIA	191.58
Open	NBAZ - Warrant Clearing Account	Check	1057046	08/09/2017	Accounts Payable	BRADCO	15,995.07
Open	NBAZ - Warrant Clearing Account	Check	1057047	08/09/2017	Accounts Payable	BRISCOE-GEORGE, VALERIE	202.12
Open	NBAZ - Warrant Clearing Account	Check	1057048	08/09/2017	Accounts Payable	BROWN'S PARTMASTER INC	759.42
Open	NBAZ - Warrant Clearing Account	Check	1057049	08/09/2017	Accounts Payable	BUCHANAN, THERESA	99.12
Open	NBAZ - Warrant Clearing Account	Check	1057050	08/09/2017	Accounts Payable	BURBANCK, LAVINA M	192.52
Open	NBAZ - Warrant Clearing Account	Check	1057051	08/09/2017	Accounts Payable	BURNHAM MORTUARY	2,743.70
Open	NBAZ - Warrant Clearing Account	Check	1057052	08/09/2017	Accounts Payable	BURNHAM MORTUARY	2,163.65
Open	NBAZ - Warrant Clearing Account	Check	1057053	08/09/2017	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	160.99
Open	NBAZ - Warrant Clearing Account	Check	1057054	08/09/2017	Accounts Payable	C AND K HOSE COMPANY	190.17
Open	NBAZ - Warrant Clearing Account	Check	1057055	08/09/2017	Accounts Payable	CARROT-TOP INDUSTRIES	22.74
Open	NBAZ - Warrant Clearing Account	Check	1057056	08/09/2017	Accounts Payable	CASTILLO, TAMARA S	129.80
Open	NBAZ - Warrant Clearing Account	Check	1057057	08/09/2017	Accounts Payable	CDW GOVERNMENT LLC	850.45
Open	NBAZ - Warrant Clearing Account	Check	1057058	08/09/2017	Accounts Payable	CELLULAR ONE NE AZ	96.94
Open	NBAZ - Warrant Clearing Account	Check	1057059	08/09/2017	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	5.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057060	08/09/2017	Accounts Payable	CENTRAL ARIZONA SUPPLY	229.88
Open	NBAZ - Warrant Clearing Account	Check	1057061	08/09/2017	Accounts Payable	CENTRAL RESTAURANT PRODUCTS	3,050.72
Open	NBAZ - Warrant Clearing Account	Check	1057062	08/09/2017	Accounts Payable	CMS COMMUNICATIONS INC	713.00
Open	NBAZ - Warrant Clearing Account	Check	1057063	08/09/2017	Accounts Payable	COCONINO COUNTY	110.80
Open	NBAZ - Warrant Clearing Account	Check	1057064	08/09/2017	Accounts Payable	COLEMAN, DANIELLE	432.32
Open	NBAZ - Warrant Clearing Account	Check	1057065	08/09/2017	Accounts Payable	CONCHO SUPPLY LLC	410.00
Open	NBAZ - Warrant Clearing Account	Check	1057066	08/09/2017	Accounts Payable	COREMRLC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1057067	08/09/2017	Accounts Payable	COURTESY CHEVROLET	102,197.71
Open	NBAZ - Warrant Clearing Account	Check	1057068	08/09/2017	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	480.98
Open	NBAZ - Warrant Clearing Account	Check	1057069	08/09/2017	Accounts Payable	CURTIS, HEATHER	95.46
Open	NBAZ - Warrant Clearing Account	Check	1057070	08/09/2017	Accounts Payable	DEFENSE FINANCE & ACCOUNTING SERVICE, DEPT C	438.73
Open	NBAZ - Warrant Clearing Account	Check	1057071	08/09/2017	Accounts Payable	DELL COMPUTER CORPORATION	384.07
Open	NBAZ - Warrant Clearing Account	Check	1057072	08/09/2017	Accounts Payable	DISH NETWORK	135.96
Open	NBAZ - Warrant Clearing Account	Check	1057073	08/09/2017	Accounts Payable	DISH NETWORK	130.22
Open	NBAZ - Warrant Clearing Account	Check	1057074	08/09/2017	Accounts Payable	DISH NETWORK	63.48
Open	NBAZ - Warrant Clearing Account	Check	1057075	08/09/2017	Accounts Payable	DUGDALE, KIMBERLY	340.76
Open	NBAZ - Warrant Clearing Account	Check	1057076	08/09/2017	Accounts Payable	DURHAM COMMUNICATIONS INC	3,267.74
Open	NBAZ - Warrant Clearing Account	Check	1057077	08/09/2017	Accounts Payable	EAGAR, BRANNON	55.05
Open	NBAZ - Warrant Clearing Account	Check	1057078	08/09/2017	Accounts Payable	EL CUPIDOS EXPRESS	87.27
Open	NBAZ - Warrant Clearing Account	Check	1057079	08/09/2017	Accounts Payable	ELECTRONIC CENTER INC	2,794.53
Open	NBAZ - Warrant Clearing Account	Check	1057080	08/09/2017	Accounts Payable	ELMER, DIANNA W	351.22
Open	NBAZ - Warrant Clearing Account	Check	1057081	08/09/2017	Accounts Payable	EMPIRE MACHINERY	44,793.51
Open	NBAZ - Warrant Clearing Account	Check	1057082	08/09/2017	Accounts Payable	ERHART, ANNA COLETTE	128.00
Open	NBAZ - Warrant Clearing Account	Check	1057083	08/09/2017	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	126.58
Open	NBAZ - Warrant Clearing Account	Check	1057084	08/09/2017	Accounts Payable	FLEET PRIDE	627.71
Open	NBAZ - Warrant Clearing Account	Check	1057085	08/09/2017	Accounts Payable	FLORES, VANESSA DIANE	11.00
Open	NBAZ - Warrant Clearing Account	Check	1057086	08/09/2017	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	5,671.30
Open	NBAZ - Warrant Clearing Account	Check	1057087	08/09/2017	Accounts Payable	FRONTIER	122.00
Open	NBAZ - Warrant Clearing Account	Check	1057088	08/09/2017	Accounts Payable	FRONTIER	164.35
Open	NBAZ - Warrant Clearing Account	Check	1057089	08/09/2017	Accounts Payable	FRONTIER	163.81
Open	NBAZ - Warrant Clearing Account	Check	1057090	08/09/2017	Accounts Payable	FRONTIER	65.02
Open	NBAZ - Warrant Clearing Account	Check	1057091	08/09/2017	Accounts Payable	FRONTIER	777.39
Open	NBAZ - Warrant Clearing Account	Check	1057092	08/09/2017	Accounts Payable	GALLUP CUSTOM TINTING	1,827.17
Open	NBAZ - Warrant Clearing Account	Check	1057093	08/09/2017	Accounts Payable	GALLS INC	844.34
Open	NBAZ - Warrant Clearing Account	Check	1057094	08/09/2017	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,288.76
Open	NBAZ - Warrant Clearing Account	Check	1057095	08/09/2017	Accounts Payable	REDACTED	707.21
Open	NBAZ - Warrant Clearing Account	Check	1057096	08/09/2017	Accounts Payable	REDACTED	279.20
Open	NBAZ - Warrant Clearing Account	Check	1057097	08/09/2017	Accounts Payable	GRAVES PROPANE CO INC	69.82
Open	NBAZ - Warrant Clearing Account	Check	1057098	08/09/2017	Accounts Payable	GREGORY, MARSHA ANN	32.77
Open	NBAZ - Warrant Clearing Account	Check	1057099	08/09/2017	Accounts Payable	GRIMSLEY, DONNA J	62.01
Open	NBAZ - Warrant Clearing Account	Check	1057100	08/09/2017	Accounts Payable	GUINN, RICHARD C	840.00
Open	NBAZ - Warrant Clearing Account	Check	1057101	08/09/2017	Accounts Payable	GUY, LINAKA	99.12
Open	NBAZ - Warrant Clearing Account	Check	1057102	08/09/2017	Accounts Payable	HALWOOD, LORENA T	145.52
Open	NBAZ - Warrant Clearing Account	Check	1057103	08/09/2017	Accounts Payable	HART, REBECCA	11.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057104	08/09/2017	Accounts Payable	HAUSER, DONNA K	344.80
Open	NBAZ - Warrant Clearing Account	Check	1057105	08/09/2017	Accounts Payable	HAWKER AND EVANS ASPHALT CO	127,376.22
Open	NBAZ - Warrant Clearing Account	Check	1057106	08/09/2017	Accounts Payable	HEINFELD MEECH AND CO PC	80.00
Open	NBAZ - Warrant Clearing Account	Check	1057107	08/09/2017	Accounts Payable	HERRICK, TAMERA S	14.17
Open	NBAZ - Warrant Clearing Account	Check	1057108	08/09/2017	Accounts Payable	HILL AZ GROCERY STORE	423.01
Open	NBAZ - Warrant Clearing Account	Check	1057109	08/09/2017	Accounts Payable	HILL YARD/FLAGSTAFF	2,780.86
Open	NBAZ - Warrant Clearing Account	Check	1057110	08/09/2017	Accounts Payable	HOME DEPOT	1,293.27
Open	NBAZ - Warrant Clearing Account	Check	1057111	08/09/2017	Accounts Payable	HUBBELL, ROCHELLE	13.00
Open	NBAZ - Warrant Clearing Account	Check	1057112	08/09/2017	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	1,804.63
Open	NBAZ - Warrant Clearing Account	Check	1057113	08/09/2017	Accounts Payable	INGRAM LIBRARY SERVICES	449.62
Open	NBAZ - Warrant Clearing Account	Check	1057114	08/09/2017	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	3,681.13
Open	NBAZ - Warrant Clearing Account	Check	1057115	08/09/2017	Accounts Payable	JAMESON, MICHELLE	419.32
Open	NBAZ - Warrant Clearing Account	Check	1057116	08/09/2017	Accounts Payable	JCG TECHNOLOGIES INC	2,304.17
Open	NBAZ - Warrant Clearing Account	Check	1057117	08/09/2017	Accounts Payable	KELLER, CLETA	346.15
Open	NBAZ - Warrant Clearing Account	Check	1057118	08/09/2017	Accounts Payable	KIRK, TOMMY	191.00
Open	NBAZ - Warrant Clearing Account	Check	1057119	08/09/2017	Accounts Payable	KONICA MINOLTA	194.28
Open	NBAZ - Warrant Clearing Account	Check	1057120	08/09/2017	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	376.65
Open	NBAZ - Warrant Clearing Account	Check	1057121	08/09/2017	Accounts Payable	LARSON WASTE INC	50.00
Open	NBAZ - Warrant Clearing Account	Check	1057122	08/09/2017	Accounts Payable	REDACTED	88.80
Open	NBAZ - Warrant Clearing Account	Check	1057123	08/09/2017	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	452.51
Open	NBAZ - Warrant Clearing Account	Check	1057124	08/09/2017	Accounts Payable	LEWIS, FRANCES O	181.37
Open	NBAZ - Warrant Clearing Account	Check	1057125	08/09/2017	Accounts Payable	LIVCO WATER & SEWER COMPANY	81.69
Open	NBAZ - Warrant Clearing Account	Check	1057126	08/09/2017	Accounts Payable	LOOMIS	573.58
Open	NBAZ - Warrant Clearing Account	Check	1057127	08/09/2017	Accounts Payable	MICHALSKI, STEPHANIE ANN	11.00
Open	NBAZ - Warrant Clearing Account	Check	1057128	08/09/2017	Accounts Payable	MOORE LAW FIRM PLLC	407.00
Open	NBAZ - Warrant Clearing Account	Check	1057129	08/09/2017	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	54.00
Open	NBAZ - Warrant Clearing Account	Check	1057130	08/09/2017	Accounts Payable	NACOG	169.00
Open	NBAZ - Warrant Clearing Account	Check	1057131	08/09/2017	Accounts Payable	NAPA	42.97
Open	NBAZ - Warrant Clearing Account	Check	1057132	08/09/2017	Accounts Payable	NATIONAL BUSINESS FURNITURE	2,189.65
Open	NBAZ - Warrant Clearing Account	Check	1057133	08/09/2017	Accounts Payable	NAVAJO NATION FAIR	325.00
Open	NBAZ - Warrant Clearing Account	Check	1057134	08/09/2017	Accounts Payable	NAVAJO NATION FAIR	325.00
Open	NBAZ - Warrant Clearing Account	Check	1057135	08/09/2017	Accounts Payable	NAVAJO NATION FAIR	325.00
Open	NBAZ - Warrant Clearing Account	Check	1057136	08/09/2017	Accounts Payable	NAVAJO NATION FAIR	250.00
Open	NBAZ - Warrant Clearing Account	Check	1057137	08/09/2017	Accounts Payable	NAVAJO SANITATION INC	326.55
Open	NBAZ - Warrant Clearing Account	Check	1057138	08/09/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	144.01
Open	NBAZ - Warrant Clearing Account	Check	1057139	08/09/2017	Accounts Payable	NAVAJO WESTERNERS	48.86
Open	NBAZ - Warrant Clearing Account	Check	1057140	08/09/2017	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	10,512.42
Open	NBAZ - Warrant Clearing Account	Check	1057141	08/09/2017	Accounts Payable	NICHOLSON, JULIE ANN	221.84
Open	NBAZ - Warrant Clearing Account	Check	1057142	08/09/2017	Accounts Payable	O'REILLY AUTO PARTS	6,389.33
Open	NBAZ - Warrant Clearing Account	Check	1057143	08/09/2017	Accounts Payable	OFFICE DEPOT	49.97
Open	NBAZ - Warrant Clearing Account	Check	1057144	08/09/2017	Accounts Payable	OMNISOURCE UNITED INC	1,056.76
Open	NBAZ - Warrant Clearing Account	Check	1057145	08/09/2017	Accounts Payable	PATTERSON, RYAN N	405.67
Open	NBAZ - Warrant Clearing Account	Check	1057146	08/09/2017	Accounts Payable	PELT, SHARON	537.18
Open	NBAZ - Warrant Clearing Account	Check	1057147	08/09/2017	Accounts Payable	PERFECT PRINTZ LLC	318.85

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057148	08/09/2017	Accounts Payable	PERKINS, CEPHAS ALLAN	298.26
Open	NBAZ - Warrant Clearing Account	Check	1057149	08/09/2017	Accounts Payable	PIMA COUNTY MEDICAL	6,900.00
Open	NBAZ - Warrant Clearing Account	Check	1057150	08/09/2017	Accounts Payable	PLATT DDS, RANDOLPH	222.00
Open	NBAZ - Warrant Clearing Account	Check	1057151	08/09/2017	Accounts Payable	POWERLINE TECHNOLOGIES INC	6,113.84
Open	NBAZ - Warrant Clearing Account	Check	1057152	08/09/2017	Accounts Payable	QUILL CORP	4,047.47
Open	NBAZ - Warrant Clearing Account	Check	1057153	08/09/2017	Accounts Payable	RDO EQUIPMENT CO	520.04
Open	NBAZ - Warrant Clearing Account	Check	1057154	08/09/2017	Accounts Payable	REDWOOD TOXICOLOGY LABORATORY INC	312.54
Open	NBAZ - Warrant Clearing Account	Check	1057155	08/09/2017	Accounts Payable	RIM COUNTRY MECHANICAL	470.88
Open	NBAZ - Warrant Clearing Account	Check	1057156	08/09/2017	Accounts Payable	RIVERA, REBECCA	210.00
Open	NBAZ - Warrant Clearing Account	Check	1057157	08/09/2017	Accounts Payable	RUSH TRUCK CENTER	278.81
Open	NBAZ - Warrant Clearing Account	Check	1057158	08/09/2017	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1057159	08/09/2017	Accounts Payable	SAFEMWAY INC	93.49
Open	NBAZ - Warrant Clearing Account	Check	1057160	08/09/2017	Accounts Payable	SANDOVAL, PATRICK J	528.22
Open	NBAZ - Warrant Clearing Account	Check	1057161	08/09/2017	Accounts Payable	SANOFI PASTEUR INC	1,853.48
Open	NBAZ - Warrant Clearing Account	Check	1057162	08/09/2017	Accounts Payable	SATCOM GLOBAL INC	171.22
Open	NBAZ - Warrant Clearing Account	Check	1057163	08/09/2017	Accounts Payable	SCOTT-RUGG, KATHLEEN	37.96
Open	NBAZ - Warrant Clearing Account	Check	1057164	08/09/2017	Accounts Payable	SHAMLEY, JOHN DOYEL	323.00
Open	NBAZ - Warrant Clearing Account	Check	1057165	08/09/2017	Accounts Payable	SHEPHERD, ALTON JOE	109.14
Open	NBAZ - Warrant Clearing Account	Check	1057166	08/09/2017	Accounts Payable	SHERWOOD, JAMES	11.00
Open	NBAZ - Warrant Clearing Account	Check	1057167	08/09/2017	Accounts Payable	SIERRA PROPANE	238.72
Open	NBAZ - Warrant Clearing Account	Check	1057168	08/09/2017	Accounts Payable	SILVA, TRACI	334.13
Open	NBAZ - Warrant Clearing Account	Check	1057169	08/09/2017	Accounts Payable	SMR PROMOTIONS	643.46
Open	NBAZ - Warrant Clearing Account	Check	1057170	08/09/2017	Accounts Payable	SPARKLETT'S WATER	100.11
Open	NBAZ - Warrant Clearing Account	Check	1057171	08/09/2017	Accounts Payable	ST JOHNS CITY	3,109.58
Open	NBAZ - Warrant Clearing Account	Check	1057172	08/09/2017	Accounts Payable	ST JOHNS UNITED DRUG	10.20
Open	NBAZ - Warrant Clearing Account	Check	1057173	08/09/2017	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1057174	08/09/2017	Accounts Payable	STERICYCLE INC	160.09
Open	NBAZ - Warrant Clearing Account	Check	1057175	08/09/2017	Accounts Payable	STREET CRIMES	399.00
Open	NBAZ - Warrant Clearing Account	Check	1057176	08/09/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	573.79
Open	NBAZ - Warrant Clearing Account	Check	1057177	08/09/2017	Accounts Payable	THE LAW OFFICE OF ELIZABETH M HALE	675.95
Open	NBAZ - Warrant Clearing Account	Check	1057178	08/09/2017	Accounts Payable	TJP COMMUNICATIONS	727.45
Open	NBAZ - Warrant Clearing Account	Check	1057179	08/09/2017	Accounts Payable	TOWN OF EAGAR	256.14
Open	NBAZ - Warrant Clearing Account	Check	1057180	08/09/2017	Accounts Payable	TOWN OF SPRINGERVILLE	261.84
Open	NBAZ - Warrant Clearing Account	Check	1057181	08/09/2017	Accounts Payable	TOWNE, TYRONE	132.04
Open	NBAZ - Warrant Clearing Account	Check	1057182	08/09/2017	Accounts Payable	TRINITY SERVICES GROUP INC	18,781.98
Open	NBAZ - Warrant Clearing Account	Check	1057183	08/09/2017	Accounts Payable	TSINAJINIE, LEMONTE	156.96
Open	NBAZ - Warrant Clearing Account	Check	1057184	08/09/2017	Accounts Payable	TSOSIE, CRAIG	155.82
Open	NBAZ - Warrant Clearing Account	Check	1057185	08/09/2017	Accounts Payable	UDALL, W JEFFORY	162.97
Open	NBAZ - Warrant Clearing Account	Check	1057186	08/09/2017	Accounts Payable	VALLEY AUTO PARTS	1,664.62
Open	NBAZ - Warrant Clearing Account	Check	1057187	08/09/2017	Accounts Payable	WAGNER EQUIPMENT CO	882.83
Open	NBAZ - Warrant Clearing Account	Check	1057188	08/09/2017	Accounts Payable	WENGERT, DELWIN	349.46
Open	NBAZ - Warrant Clearing Account	Check	1057189	08/09/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	12.27
Open	NBAZ - Warrant Clearing Account	Check	1057190	08/09/2017	Accounts Payable	WINNEY, LYLE B	11.00
Open	NBAZ - Warrant Clearing Account	Check	1057191	08/09/2017	Accounts Payable	WOOD, ANTONIA	87.26

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057192	08/09/2017	Accounts Payable	WOOD, SAMUEL A	215.48
Open	NBAZ - Warrant Clearing Account	Check	1057193	08/09/2017	Accounts Payable	WOODLAND BUILDING CENTER	221.62
Open	NBAZ - Warrant Clearing Account	Check	1057194	08/09/2017	Accounts Payable	WRIGHT EXPRESS FSC	1,913.21
Open	NBAZ - Warrant Clearing Account	Check	1057195	08/09/2017	Accounts Payable	XEROX CORP	0.95
Open	NBAZ - Warrant Clearing Account	Check	1057196	08/09/2017	Accounts Payable	YAZZIE, LESTER EMPLOYEE	204.50
Open	NBAZ - Warrant Clearing Account	Check	1057197	08/09/2017	Accounts Payable	YELLOWHAIR, RUDY B Junior	132.04
Open	NBAZ - Warrant Clearing Account	Check	1057198	08/09/2017	Accounts Payable	YOUNGS FUTURE TIRE	1,363.30
Open	NBAZ - Warrant Clearing Account	Check	1057199	08/09/2017	Accounts Payable	BALDWIN, YOLANDA	29.00
Open	NBAZ - Warrant Clearing Account	Check	1057200	08/09/2017	Accounts Payable	EARL, HELENE J	29.44
Open	NBAZ - Warrant Clearing Account	Check	1057201	08/09/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	240.42
Open	NBAZ - Warrant Clearing Account	Check	1057202	08/10/2017	Accounts Payable	AT&T MOBILITY	140.02
Open	NBAZ - Warrant Clearing Account	Check	1057203	08/10/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	3,358.45

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 minutes dated August 7, 2017.

BOS Meeting Date Requested 8/21/17

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 ML

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
August 7, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr., Vice Chairman Doyel Shamley and Supervisor Alton Joe Shepherd. Also present were County Manager/Clerk of the Board Delwin Wengert and County Attorney Michael Whiting.

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

Glenn Joy led the Pledge of Allegiance.

SueAn Stradling-Collins gave the invocation.

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

Chairman Shirley stated he was deferring the item to the Apache County Board of Supervisors Agenda of the same date, public hearing for Truth in Taxation notification of property tax levy as presented with tax rates to be set at the August 21, 2017 Board of Supervisors meeting.

Chris Sexton, Heath Discussion and possible approval of changing one full-time 40 hour a week Health Educator II position to 32 hours per week, due to a decline in Women, Infants and Children (WIC) clients and a reduction in funding for the WIC grant. Mr. Sexton stated this will result in a savings of \$4,700.00. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Shirley called for the Library District item.

SueAn Stradling-Collins requested approval of a lease agreement between the Sanders Unified School District #18 and the Apache County Library District, effective July 1, 2017 through June 30, 2018 in the amount of three hundred twenty-five dollars (\$325.00) per month. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

The Board of Supervisors sat as the Board of Directors for the Apache County Public Health Services District and following a public hearing, discussion and possible approval of the Truth in

Taxation notification of property tax levy as presented with tax rates to be set at the August 21, 2017 Board of Supervisors meeting. **Mr. Shepherd moved to go into a public hearing, seconded by Mr. Shamley.** Vote was unanimous. There was no one wanting to address the Board. **Mr. Shamley moved to close the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. **Mr. Shamley moved to approve the Truth in Taxation of the property tax levy, seconded by Mr. Shepherd.** James and Arlene Aiton, residents of Concho stated they received a tax bill from the Assessor's Office and they had questions. Mr. Wengert stated the letter the Aiton's received was regarding the intent to reclassify their residential property, which is separate from today's item before the board and referred the Aitons to the Assessor's Office so staff could explain the letter they received. Vote was unanimous.

The Board of Supervisors sat as the Board of Directors and following a public hearing, discussion and possible approval of the 2017-2018 Final Budgets for the Apache County Library District, the Apache County Public Health Services District, the Apache County Flood Control District, the Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and Post-Secondary Education. **Mr. Shamley moved to open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the Board. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Shamley.** Vote was unanimous. **Mr. Shepherd moved to approve the final budgets for the special districts, seconded by Mr. Shamley.** Vote was unanimous.

The Board resumed as the Board of Supervisors.

Chairman Shirley presented the item following a public hearing, discussion and possible approval of the Truth in Taxation notification of the primary property tax levy as presented, with tax rates to be set at the August 21, 2017 Board of Supervisors meeting. **Mr. Shepherd moved to go into a public hearing, seconded by Mr. Shamley.** Vote was unanimous. There was no one wanting to address the Board. **Mr., Shepherd moved to close the public hearing, seconded by Mr. Shamley.** Vote was unanimous. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Chairman Shirley presented the item following a public hearing, discussion and possible adoption of the 2017-2018 Final Budget for Apache County. **Mr. Shepherd moved to open the public hearing, seconded by Mr. Shamley.** Vote was unanimous. There was no one wanting to address the Board. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Shamley.** Vote was unanimous. **Mr. Shepherd moved to approve the final budget, seconded by Mr. Shamley.** Vote was unanimous.

Devon Brown, Community Development Director, presented the item following public hearing, discussion and possible approval of amended versions of the Subdivision Ordinance Section 10 Reversion to Acreage and the Zoning Ordinance Section 740 Lot Combination with associated applications and fees. The Reversion to Acreage amendment would create three (3) separate processes: minor plat amendment, major plat amendment, and abandonment - all which apply only to lots with subdivisions and the Lot Combination Amendment only applies to parcels outside of a subdivision. Mr. Brown stated this was approved unanimously by the Planning and Zoning Commission on June 1, 2017. Mr. Brown stated last week the Recorder's Office changed

the requirements and no longer require Mylar copies for surveys, and now allow paper copies of surveys so on the minor plat amendment, there is a change to reflect the new requirement. **Mr. Shepherd moved to open the public hearing, seconded by Mr. Shamley.** Vote was unanimous. There was no one wanting to address the Board. **Mr. Shamley moved to close the public hearing, Seconded by Mr. Shepherd.** Vote was unanimous. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley asked if this will speed up the process for the applicants. Mr. Brown stated yes, this will greatly alleviate the length of time it takes to process. Vote was unanimous.

Mr. Wengert presented the Consent Agenda items A-C. **Mr. Shepherd 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 July 18, 2017 to August 7, 2017. Payee Amount AMERICAN FENCE CO OF AZ 5,420.00 ARIZONA HIGHWAY SAFETY SPECIALIST INC 25,442.25 AZ DEPT OF REVENUE 4,222.28 BLUE HILLS ENVIRONMENTAL 28,211.90 CRIBS FOR KIDS INC 1,627.15 DEMCO 6,464.37 DIAMOND DRUGS INC 1,906.59 HEINFELD MEECH AND CO PC 9,750.00 KONICA MINOLTA 4,749.94 LESUEUR ADVANCE AUTOMOTIVE LLC 1,227.69 MOORE LAW FIRM PLLC 1,188.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,289.06 NAVOPACHE ELECTRIC COOPERATIVE 1,874.55 PUBLIC SECTOR PERSONNEL CONSULTANTS INC 4,000.00 QUILL CORP 2,840.90 REIDHEAD SAND AND ROCK 7,026.51 SOUTHWEST ROCK PRODUCTS LLC 64,047.56 ST JOHNS CITY 16,039.66 THOMSON REUTERS WEST 1,208.04 TOWN OF EAGAR 3,537.25 VERIZON WIRELESS 1,265.64 WILLIAMS BROTHERS AUTO SERVICE, LLC 4,248.44 ADHS AZ HEALTH CARE COST 22,400.00 AZ COUNTIES WORKERS COMPENSATION PLAN 51,840.67 BLUE HILLS ENVIRONMENTAL 1,283.55 BREWER LAW OFFICE PLLC 8,500.00 EMPIRE MACHINERY 1,535.27 HAMBLIN LAW OFFICE PLC 8,500.00 HOME DEPOT 1,426.83 LAW OFFICE OF DIRK LEGATE PLLC 8,500.00 MCCOOK BOILER AND PUMP COMPANY 7,809.70 NAVAJOLAND INN AND SUITES 1,084.40 NAVOPACHE ELECTRIC COOPERATIVE 9,838.67 NEXTRAQ 16,678.30 OCLC INC 2,386.00 PATTERSON, DANA BRYCE 8,500.00 QUILL CORP 1,511.74 RUSH TRUCK CENTER 2,526.02 SANDERS UNIFIED SCHOOL DISTRICT 4,225.00 VALLEY AUTO PARTS 1,994.96 TOWN OF EAGAR 3,000.00 Kirk, Bob 1,686.84 Hext, Christina 4,920.83 McCoo, Marvin 2,017.13 Arviso, Katherine D 2,904.48 Begay, Pauline 2,718.47 Shirley, Joe 2,079.37 Rogers, Kent 1,179.07 Stradling, Reed 1,491.56 Wilkins, Lane R 1,015.45 King, Walter Scott 1,239.76 Begay, Bernice Y 1,013.79 Burbank, Lorenzo 1,119.29 Elwood, Julius R 1,057.23 Bia, Johnnie 1,026.99 AMERICAN FAMILY LIFE ASSURANCE 1,125.05 APACHE COUNTY HSA 3,226.67 APACHE COUNTY MEDICAL 160,588.90 APACHE COUNTY TAX WITHHOLDING 144,421.23 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 95,179.62 COLONIAL LIFE AND ACCIDENT INS 1,256.35 CORRECTIONS OFFICER RET PLAN 7,272.14 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,833.82 EORP LEGACY 1,288.26 NATIONWIDE 1,955.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,699.10 PUBLIC SAFETY SHERIFF RET 45,309.57 SUPPORT PAYMENT CLEARINGHOUSE 2,279.89 AMAZON COM INC 1,069.61 CDW GOVERNMENT LLC 1,792.29 COIN & PROFESSIONAL EQUIPMENT CO 5,624.50 DANT CLAYTON CORPORATION 75,999.30 DELL COMPUTER CORPORATION

2,859.09 HAWKER AND EVANS ASPHALT CO 161,798.53 QUILL CORP 1,911.57 SUN RIDGE SYSTEMS, INC 5,420.00 UNITED RENTALS 2,793.03 VECTOR RESOURCES INC 14,052.66 VERIZON WIRELESS 1,213.47 A AND B TOWING AUTO BODY REPAIR 1,610.00 AMIGOS LIBRARY SERVICES 1,750.00 AVAYA COMMUNICATIONS 1,603.62 AZ DEPT OF ECONOMIC SECURITY 10,079.28 AZLGEBT 306,039.66 BRADCO 14,994.58 BURNHAM MORTUARY 1,000.00 CHANGEPOINT INTEGRATED HEALTH 3,300.00 COUNTY SUPERVISORS ASSOCIATION OF ARIZONA 55,353.00 COURTESY CHEVROLET 31,161.50 DELL COMPUTER CORPORATION 4,121.72 ELECTIONS SYSTEMS AND SOFTWARE 121,417.79 EMPIRE MACHINERY 2,310.00 HATCH CONSTRUCTION 2,177.13 HILLYARD/FLAGSTAFF 1,126.24 INGRAM LIBRARY SERVICES 3,882.23 LEADSONLINE LLC 1,188.00 MARQUEZ, EVA 1,120.95 NAVOPACHE ELECTRIC COOPERATIVE 2,776.84 PERFECT PRINTZ LLC 1,094.57 QUILL CORP 3,144.64 SCOTT HAMBLIN MD PC 3,050.00 SW ECOLOGY LLC 3,060.00 VERIZON WIRELESS 3,048.97 REDW LLC 4,400.00 OFFICE DEPOT 1,260.91 PINAL COUNTY ARIZONA 1,750.00 SHELL OIL 1,253.82 AZ DEPT OF REVENUE 74,067.26 BRADCO 31,748.85 BURNHAM MORTUARY 1,200.00 EM WHITING HOMESTEAD INC 15,390.00 EMPIRE MACHINERY 8,832.78 EXHIB-IT! TRADESHOW MARKETING EXPERTS 7,602.70 FIREFIGHTERS AND POLICE OFFICERS CANCER INSURANCE 1,500.00 FLEET PRIDE 4,350.73 FRANK'S SUPPLY COMPANY INC 2,006.56 FRONTIER 1,761.02 GMCO CORPORATION 7,467.32 HOME DEPOT 3,388.25 INGRAM LIBRARY SERVICES 3,230.34 INLAND KENWORTH INC (FARMINGTON) 3,235.34 KATHLEEN M MCGUIRE PSY D LLC 2,525.00 KIMBALL EQUIPMENT COMPANY 3,709.90 LESUEUR ADVANCE AUTOMOTIVE LLC 1,524.83 NATIONAL BANK OF ARIZONA 0127 1,101.47 NATIONAL BANK OF ARIZONA 1389 1,934.02 NATIONAL BANK OF ARIZONA 0085 2,986.07 NATIONAL BANK OF ARIZONA 0202 1,545.58 NATIONAL BANK OF ARIZONA 0285 1,165.71 NORTHLAND PIONEER COLLEGE 39,340.00 PACIFIC PONDEROSA CO INC 8,112.00 PTS OF AMERICA LLC 1,210.95 QUILL CORP 5,838.43 SECURUS TECHNOLOGIES INC 1,791.02 STAPLES CREDIT PLAN 1,453.60 SUMMIT HEALTHCARE MEDICAL ASSOCIATES 1,000.00 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS 2,696.17 TRAK ENGINEERING INC 14,823.00 UDALL, W JEFFORY 1,098.22

Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated July 18, 2017. Personnel Items: C. District I: Request approval to create a Road Maintenance Worker II (Range 26) and an Administrative Coordinator (Range 38) position, retroactive to July 18, 2017 and the positions have been budgeted for in the 2017-2018 budget. Vote was unanimous.

Devon Brown, Community Development Director, requested approval of a reduction or waiver of building permit fees and variance application fees for the Faith Fellowship of Concho. Mr. Brown stated the property owner, Kenneth Luttrell, is expanding the chapel in his existing church, and is requesting a waiver of both the building permit fee of one thousand, four hundred ninety-nine dollars and 85 cents (\$1,499.85) and the variance application fee of three hundred dollars (\$300.00). Mr. Brown stated the Community Development Department is requesting the fees be reduced for both, for a combined fee of one hundred fifty dollars (\$150.00) to help cover

some of the costs incurred by doing inspections and processing the variance application. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley stated he would like to see a policy developed to address waiving fees for applicants with nonprofit status. Mr. Luttrell asked the Board to approve of his request and agreed with the \$150.00 fee. Vote was unanimous.

Bonnie Stallings, Public Fiduciary, requested approval of the Indigent Cremation Agreement between Apache County and the Burnham Mortuary. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brannan Eagar, Chief Deputy Sheriff, on behalf of Emergency Management, requested approval to ratify the decision to rescind Stage One Fire Restrictions effective July 17, 2017. Chief Eagar stated all applicable agencies have also rescinded the Stage 1 fire restrictions. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brannan Eagar, Chief Deputy Sheriff, requested approval to enter into a one (1) year lease agreement with Sanders Unified School District #18, to terminate June 30, 2018, for the use of the Apache County Sheriff's Office Sub-Station, at a cost of three hundred twenty-five dollars (\$325.00) per month. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shepherd and Chief Eagar held a discussion regarding the use of office space in District I and District II and the activities of the deputies north of I-40. Vote was unanimous.

Brannan Eagar, Chief Deputy Sheriff, requested approval to enter into a Firearms Range Use Agreement between the Town of Eagar, through the Eagar Police Department and the Apache County Sheriff's Office and is a renewal of an existing agreement and is at no cost to Apache County. Chief Eagar stated the deputies utilize the firearms range for training. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Mr. Shepherd asked if the agreement has been reviewed by the County Attorney. Mr. Whiting stated he has approved it and each agency has their own liability carrier. Vote was unanimous.

Brannan Eagar, Chief Deputy Sheriff on behalf of the Sheriff's Office, requested approval to enter into an Intergovernmental Agreement with the Navajo Nation, City of Holbrook, City of St. Johns, City of Show Low, Town of Pinetop-Lakeside, Town of Snowflake, Town of Taylor, Town of Eagar, Town of Springerville and the City of Winslow, for the implementation, deployment, equipping, governance and maintenance of the White Mountain Regional Special Response Team. (SRT). County Attorney Michael Whiting stated the agenda item was incorrect and should be with Navajo County Not Navajo Nation. Chairman Shirley tabled the item until it could be properly posted.

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

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

Approved this 21st day of August 2017.

ATTEST:

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

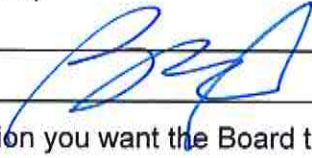
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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 Fireworks Permit for Concho Fire Department for a fireworks display on September 4, 2017, located at Cinder Mountain in Concho Valley.

BOS Meeting Date Requested 8/21/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



APPLICATION FOR SUPERVISED FIREWORKS DISPLAY PERMIT

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

Name of Applicant Organization: Concho Fire Dept
Address of Organization: P.O. Box 538 Concho AZ 85924
Phone Number of Organization: STATION 928 337 2681 CELL 423 826 1815
Date/Time of Display: SEPT 4th 0900
Address of Display Location: CRISLER MOUNTAIN EAST OF Concho School
Name of Property Owner at Site of Display: MIKE SCOTT 928 521 3107
Place of Storage of Fireworks: Concho Fire Station

1.) Information Regarding Pyrotechnic Operator:

Name (IC. DANIEL CARR) (FIRE CHIEF JOHN GILBERT)
Phone Number: 928 245 5326 423 826 1815

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

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

- a.) See Attached "A"
b.)
c.)
d.)

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

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

Documentation is attached: Yes [checked] No "C"

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

Map of display area is hereby attached: Yes [checked] No "D"

PERMIT FOR SUPERVISED FIREWORKS DISPLAY

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

GROUP/ORGANIZATION: Concho Fire Dept

Date/Time of Event: Sept 4th 2017

Location of Fireworks Display: George Mountain

Pyrotechnic Expert: Daniel Cooney & Concho Fire Members

Special Conditions of Permit: _____

Standard Terms of Permit:

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

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

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

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

Clerk of the Board

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



Signature of Applicant

Date: 7-27-17

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

CERTIFICATION OF SHERIFF:

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

Approve of the display with standard conditions.

Approve the display with the following special conditions:

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



Sheriff or Designee

Date: 7-31-17

Exhibit A



CONCHO FIRE DEPARTMENT

Monday, September 4, 2017



Total Aerial Effects 854

Opening:

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

Aerial Display:

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

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

Grande Finale:

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

Grande Finale consists of 37 aerial shells:

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

ATTACHMENT "B"

GENERAL LIABILITY

This coverage contains the following four sections:

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

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

<u>Optional Coverages (apply only if checked)</u>	
<input type="checkbox"/>	Employer's (Stop Gap) Liability <ul style="list-style-type: none"> • Provides General Liability and Auto Liability coverage to you (the insured organization) if a volunteer or employee alleges they were injured on the job and are entitled to sue the organization and seek damages beyond the benefits available under the applicable Workers' Compensation statute. • Needed when the insured's Workers' Compensation policy provided for your volunteers and/or employees does not contain Part Two — Employer's Liability.
<input type="checkbox"/>	Owned Watercraft Liability (boats exceeding 100 horsepower)

Attachment C
CONCHO FIRE DEPARTMENT

P.O. BOX 538, CONCHO AZ. 85924
*CONCHO FIRE DEPARTMENT IS A DRUG FREE WORKPLACE
EQUAL OPPORTUNITY EMPLOYER*

July 27, 2017

To whom it may concern:

The Concho Fire Department will be providing trained pyrotechnic personnel for the September 4, 2017 display in honor of Labor Day.

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

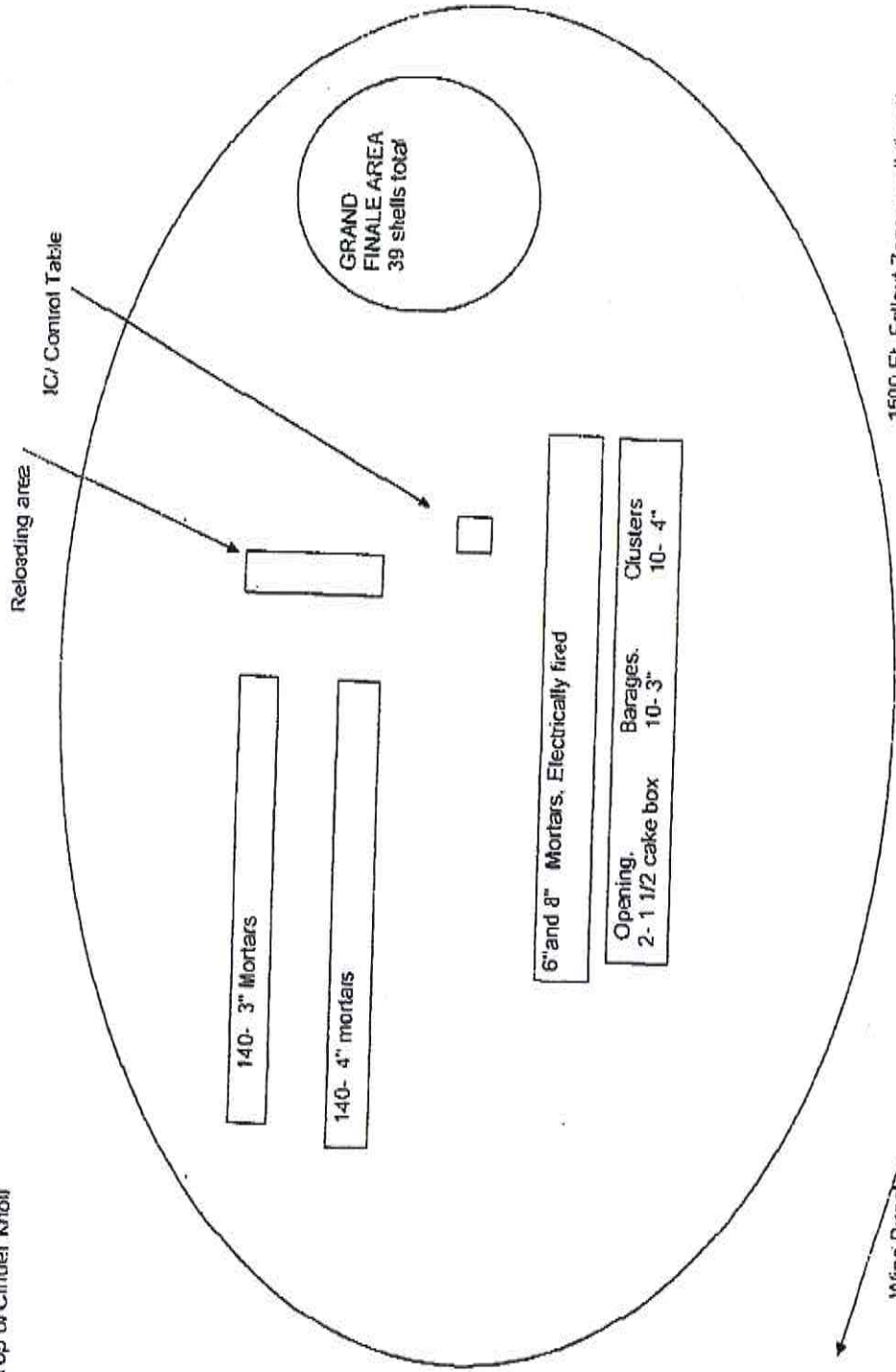
Respectfully,

John Gilbert, Chief
Concho Fire Department
(928) 245-5326



Apprehension

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



1500 Ft. Fallout Zone in all directions

Wind Direction
modifications to layout MAY be made depending on current wind direction

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 annual proclamation designating August as Child Support Awareness Month.

BOS Meeting Date Requested 8/21/17

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 AW

Beth Bond

From: Sweet, J. Daren <JSweet@azdes.gov>
Sent: Thursday, June 08, 2017 9:44 AM
To: clerkboard@mail.maricopa.gov; ginny.anderson@mohavecounty.us; melissa.buckley@navajocountyaz.gov; cob_mail@pima.gov; sheri.cluff@pinalcountyaz.gov; mmeek@co.santa-cruz.az.us; web.clerkofboard@yavapai.us; christy.isbell@yumacountyaz.gov; arios@cochise.az.gov; tcooper@graham.az.gov; ypearson@co.greenlee.az.us; dgreen@co.la-paz.az.us; Beth Bond; msheppard@gilacountyaz.gov; msheppard@gilacountyaz.gov; wescoffier@coconino.az.gov
Subject: August is Child Support Awareness Month (Proclamation attached)
Attachments: Governor Ducey 2017 Proclamation.pdf; Community Partner Letter.pdf; Mayoral Proclamation Draft.docx; County Proclamation Draft.docx; City of Tucson.jpg; Pima County.jpg; City of Winslow.jpg

Dear Colleague:

Governor Ducey has proclaimed August Child Support Awareness Month (Proclamation attached). I am seeking your help and community assistance in promoting Child Support Awareness throughout the month of August.

The Department of Economic Security, Division of Child Support Services is kindly asking for you to issue a Proclamation in support of Child Support Awareness Month.

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

I have provided a Word document template, as well as previous city, town, and county Proclamations from the previous year of 2016, to help aid you in the drafting of your respective Proclamation.

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

I thank you for your assistance, and I look forward to hearing from you. **Please feel free to contact me at (602) 771-6212 and/or JSweet@azdes.gov.**

J Daren Sweet
Division of Child Support Services
CIR (Community Initiatives Region) Outreach Supervisor
125 East Elliot Rd
Chandler, AZ 85225
Mail Drop 7411

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

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

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



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

CHILD SUPPORT AWARENESS MONTH

Proclamation No. 2017-___

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

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

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

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

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

WHEREAS, an informed parent can help make the child support system work, and with the state, local, and tribal child support programs, legislatures, and courts rallying to improve collaborative efforts for families; and

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

NOW THEREFORE, the Apache County Board of Supervisors hereby proclaim the month of August 2017 as

CHILD SUPPORT AWARENESS MONTH

PASSED AND ADOPTED this 21st day of August 2017.

Joe Shirley, Jr.
Chairman of Board of Supervisors

ATTEST:

Delwin Wengert
Clerk of the Board of Supervisors



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Michael Traylor
Director

June 5, 2017

Dear Child Support Community,

The Division of Child Support Services (DCSS) is committed to serve our child support families and encourage both parents to be engaged in every stage of a child's life. We partner with many organizations to promote parental responsibility so that children receive support from the parents, even when they live in separate households.

While DCSS is charged with being a fiduciary for establishing legal parentage and establishing and enforcing support orders, the ultimate goal is to improve the lives of the children and families we serve.

We are grateful for Governor Ducey's acknowledgement of August 2017 as Child Support Awareness Month. We appreciate the many organizations that contribute to the child support mission and work tirelessly to ensure a successful future for the children and families of Arizona.

We invite you to join us throughout August in promoting Child Support Awareness Month. We also welcome your ideas for promoting Child Support Awareness within your community. Please contact Daren Sweet with any ideas or event information at (602) 771-6212.

Thank you for your commitment in lending a helping hand for our children and families.

Sincerely,

Heather D. Noble
Interim Assistant Director, IV-D Director
Division of Child Support Services

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA
★
PROCLAMATION

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

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

WHEREAS, the Arizona Department of Economic Security, Division of Child Support Services collaborates with the Office of the Attorney General, federal and state agencies, tribal governments, County Attorney Offices, County Clerks of Court, faith-based and community organizations, fatherhood groups, enforcement agencies, the business community and employers, and other interested parties in sustaining a stalwart community that assists parents in establishing a financial partnership to support their children; and

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

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

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

NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim August 2017 as

CHILD SUPPORT AWARENESS MONTH



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

Douglas A. Ducey
GOVERNOR

DONE at the Capitol in Phoenix on this twenty-fifth day of April in the year Two Thousand and Seventeen and of the Independence of the United States of America the Two Hundred and Forty-First.

ATTEST: *Michele Reagan*

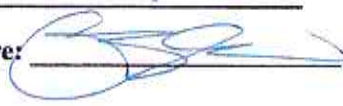
SECRETARY OF STATE



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Alton Joe Shepherd DISTRICT 2

Date: August 14, 2018

Signature: 

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

Change existing Administrative Coordinator position to Senior Planner.

BOS Meeting Date Requested

8/21/2017

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Alton Joe Shepherd DISTRICT 2

Date: August 14, 2018 Signature: 

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

Change existing Administrative Coordinator position to Community Resource Liaison.

BOS Meeting Date Requested 8/21/2017

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Alton Joe Shepherd DISTRICT 2

Date: August 14, 2018 Signature: [Handwritten Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:
Change existing Administrative Coordinator position to Community Resource Liaison.

BOS Meeting Date Requested 8/21/2017

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

Legal Review: _____ Signature: _____

Finance Review: _____ Signature: _____

Purchasing Review: _____ Signature: _____

Human Resources Review: _____ Signature: [Handwritten Signature]

Other Review: _____ Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III

Date/Signature: _____

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

Request approval to change an existing Administrative Coordinator position (range 38) to a Economic Development Director (range 60).

BOS Meeting Date Requested 8/21/17

PRE-AGENDA ITEM REVIEW

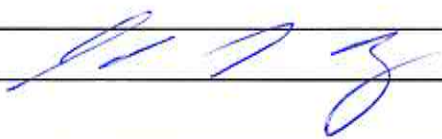
Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature 

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials HW



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Alton Joe Shepherd **DISTRICT 2**

Date: August 8, 2018 **Signature:** Alton Joe Shepherd

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

Approval of whole & retail Network, Services Agreement between Apache County & NTUA.

BOS Meeting Date Requested _____

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 AW

BOARD ACTION TAKEN

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

Signature Clerk of Board



WHOLESALE and RETAIL NETWORK SERVICES AGREEMENT

THIS WHOLESALE AND RETAIL NETWORK SERVICES AGREEMENT (the "Agreement") is made and entered into this 10 day of July, 2017 (the "Effective Date") by and between the **Navajo Tribal Utility Authority** ("NTUA"), an enterprise of the Navajo Nation, having an address at Post Office Box 170, Fort Defiance, Arizona 86504 (NTUA), and **Apache County District II** having a corporate address at Ganado Road Yard, P. O. Box 994, Ganado, Arizona 86505 (the "Customer"). NTUA and Customer collectively referred to herein as the "Parties" and individually as "Party".

WHEREAS, NTUA owns, operates and maintains a communications system and is in the business of providing communications services ("Services").

WHEREAS, NTUA desires to provide Services to Customer pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, Customer desires to purchase and receive Services from NTUA pursuant to the terms and conditions within this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term** – The initial term of this Agreement shall be effective as of the Effective Date and shall continue in effect for **five (5)** years (the "Initial Term"). Thereafter, this Agreement shall automatically renew on a yearly basis (each a "Renewal Term") unless terminated by either Party upon thirty (30) days written notice to the other Party or a new Agreement is executed by and between the Parties. The combination of the Initial Term and Renewal Term shall be referred to as the "Term".
2. **Responsibilities of NTUA** – NTUA shall provide Customer with Services, as set forth in Exhibit A-Service Order ("Service Order") or NTUA Service Order Form ("NTUA Service Order") for the locations specified as well as accommodate any special requirement(s) identified by the Parties in writing and specified within Exhibits B and C. To facilitate Service, NTUA shall install, operate, repair, maintain and control all necessary equipment to provide service to Customer, including but not limited to radio, antenna and cable (the "NTUA Equipment"), at the locations identified in the Service Order or NTUA Service Order. Neither Party shall adjust, remove, relocate, align or attempt to repair the other Party's equipment except as expressly authorized in advance in writing by the other Party.

3. **Responsibilities of Customer** – Customer agrees to provide NTUA with access to the locations identified in the Service Order or NTUA Service Order that Customer either owns or otherwise has control over the physical premises for the purposes of (i) installing, maintaining, troubleshooting or removing NTUA Equipment necessary to provide Service and (ii) fulfilling any special requirements as outlined in Exhibit B. For those locations identified in the Service Order or NTUA Service Order that Customer does not own or have control over, Customer shall use reasonable efforts to assist NTUA in obtaining access to such locations for the purposes of installing, maintaining, troubleshooting and removing NTUA Equipment necessary to provide Service, and fulfilling any special requirements outlined in Exhibit B. In the event Customer is unable to obtain for NTUA access to or approval specified in Section 4 hereof for any location identified in the Service Order or NTUA Service Order, NTUA and Customer must mutually agree to select an alternate location to provide Service, or the location will be automatically be deleted from this Agreement without any further action by the Parties. Customer is solely responsible for ensuring that its equipment (“Customer Equipment”) has the minimum hardware and operating system requirements necessary to receive Service as specified by industry standards for the Services NTUA has agreed to provide. Each Party agrees to immediately notify the other Party if the other Party’s equipment is lost, damaged, or stolen, or a Party is aware at any time that Service is being stolen or fraudulently used.

4. **Approval to Install Equipment** – Customer will assist NTUA by providing any documents or information necessary to obtain any required permits or licenses necessary to complete the installation of NTUA’s Equipment on Customer’s property. Customer shall reasonably assist NTUA to obtain approval for the installation of NTUA Equipment on property not owned by Customer or property subject to any access restriction or building code provision requiring a building permit for the installation of NTUA Equipment. NTUA and Customer shall use commercially reasonable efforts to provide necessary documents or information and Parties shall use commercially reasonable efforts to obtain approval of any necessary permits or licenses. In the event that Parties are unable to obtain a required permit and/or approval for any one or more locations identified in the Service Order or NTUA Service Order, then NTUA and Customer must mutually agree to select an alternate location to provide Service, or each such location shall be deleted automatically from this Agreement without any further action by the Parties.

5. **Acceptable Use** – Services may only be used for lawful purposes. Transmission of any material in violation of any Navajo Nation, Federal, state or other local regulation is prohibited. This includes without limitation material protected by trade secret, copyrighted material, and material legally judged to be threatening or obscene. >

6. **Order, Delivery and Acceptance of Service** >
 - a. **Service Order** – Customer may, from time to time, place orders for Services by the execution and delivery to NTUA of a Service Order or NTUA Service Order generally in the form that is executed contemporaneous with this Agreement, as such forms may be agreed to or updated from time to time by the Parties. The Service Order or NTUA Service Order shall include a minimum Term for which Customer shall be committed to purchase the specified Service and a date Customer desires the Service to be available (“Customer Desired Delivery

Date"). The Service Order or NTUA Service Order shall be executed by the respective authorized company representatives for Customer and NTUA prior to NTUA's commencement of delivery of the Service to Customer.

- b. **Service Order Processing** – NTUA shall exercise commercially reasonable efforts to deliver to Customer acknowledgement of receipt of the Service Order or NTUA Service Order. NTUA shall notify Customer of any additional relevant information needed to process the Service Order or NTUA Service Order.
- c. **Service Order Acceptance and Issuance of FOC Date** – If NTUA elects to accept the Service Order or NTUA Service Order, NTUA shall provide written notice of acceptance by delivery of the fully executed Service Order or NTUA Service Order to Customer in a reasonably timely manner. At the time of delivery of the fully executed Service Order or NTUA Service Order by NTUA to Customer for On-Net Services, NTUA shall also identify a Firm Order Commitment Date for On-Net Services ("FOC Date"). FOC Dates for an Off-Net Service or for services which require construction, shall be issued on an individual case basis ("ICB"). NTUA shall commence billing for Services provided hereunder upon Service Acceptance by Customer, or five (5) business days after written notification to Customer that Services have been installed ("Service Completion Notification").
- d. **Service Order Rescission and Cancellation** – In the event that the FOC Date for any Service ordered by Customer is thirty (30) days or more beyond the Customer Desired Delivery Date as set forth in the Service Order or NTUA Service Order, Customer may by written notice to NTUA rescind the Service Order or NTUA Service Order for such Service with no liability; provided that, such notice of rescission is delivered to NTUA within five (5) business days following Customer's receipt of the FOC Date from NTUA. Customer may cancel a Service Order or NTUA Service for a Service prior to the FOC Date by providing NTUA with written notice at least five (5) days prior to the FOC Date; provided, however, that Customer will reimburse NTUA for all reasonably incurred expenses and those unavoidable expenses not yet incurred but which NTUA is obligated to pay as a result of Customer's cancellation, including, without limitation, any third party-imposed termination liability.
- e. **Acceptance of Service** – When NTUA believes that a Service is ready for use by Customer, NTUA shall notify Customer by emailing an NTUA Service Completion Notification email. The Service Completion Notification will include NTUA Test Results, Service Delivery Date, and an In-Service/Billing Date, which will either be the date of Customer Acceptance or five (5) business days after the Service Completion Notification is sent to Customer. Customer shall, within five (5) business days of receipt of the NTUA Service Completion Notification, specify non-conformance, if any, of the Service with the Technical Specifications. If it is determined there is non-conformance with the Technical Specifications, NTUA shall promptly undertake appropriate corrective action and the testing and Acceptance process shall be repeated. If Customer fails to deliver a notice of Acceptance or notice specifying non-conformance within said five (5) business day period, Customer shall be deemed to have Accepted the subject Service and said fifth day shall be the In-Service Date ("Acceptance").

f. Service Order Term – Each NTUA Service Order will indicate the Service Term, for that order. If the NTUA Service Order Term exceeds the Agreement Term, then the Agreement shall automatically be deemed to extend for the duration of the provision of that Service.

7. **Service Outages and Credits**

a. **Trouble Ticket Procedures** – NTUA shall maintain a point of contact for Customer to report a Service Outage to NTUA twenty-four (24) hours a day, seven (7) days a week. A trouble ticket shall be opened by NTUA upon the earlier of (a) when Customer believes that a Service Outage has occurred and Customer contacts NTUA's Network Operations Center ("NOC") at 928-729-4700 or email address NOC@NTUA.COM to report the Service degradation or (b) NTUA on its own recognizes that a Service Outage has occurred ("Trouble Ticket"). Upon initiation of a Trouble Ticket, NTUA will undertake activities to identify the source and severity of the Service degradation. If there is a Service Outage, Customer will provide its reasonable cooperation to NTUA to allow it to restore Service. If the cause of the Service Outage is a failure of Customer's equipment or facilities or the facilities or equipment of Customer's agent, Customer will be responsible for the repair of it or its agent's equipment or facilities. In such event, NTUA will provide its reasonable cooperation to allow Customer to restore Service. If the Service Outage is caused by a failure of the NTUA Network, then NTUA will be responsible for the repair and restoration. A Service Outage ends when the affected Service is fully operative in material conformance with the applicable Technical Specifications.

b. **Service Outage Credits** – In the event of a Service Outage that is caused by the failure of the NTUA Network, the Customer is entitled to an outage credit for the length of time of the outage, based upon the date and time the outage was reported to the NTUA NOC to the time that service is restored. To receive an outage credit, the Customer must request an outage credit within five (5) days following service restoration of the outage. The outage credit will be calculated by dividing the monthly recurring charge by the total minutes within that month and multiplying the per-minute rate by the total outage minutes. In no event shall NTUA's total credit liability for Service Outages for an affected Service for a given month exceed one hundred percent (100%) of the applicable MRC. Notwithstanding the foregoing, Customer shall not be entitled to receive a credit to the extent a Service Outage arises from or is caused by the following events:

- i. Customer's intentional acts or negligence;
- ii. NTUA's inability, due to action or inaction by Customer or persons acting on behalf of Customer, including employees, agents, and contractors;
- iii. The failure of hardware, equipment, circuits, applications, or systems not owned or controlled by NTUA;
- iv. NTUA's inability to contact Customer or NTUA's lack of access to Customer premise as a result of Customer's limited availability;
- v. Scheduled system maintenance coordinated with Customer and performed by NTUA within the agreed upon time period;
- vi. Scheduled upgrade of the Service at the request of Customer;
- vii. Force Majeure Event;

viii. NTUA's temporary or permanent termination of Service for cause.

Prior to Customer being entitled to receive any credits pursuant to this Section 7(b), any Service Outage (i) impacting any of the Tolani Lake, Twin Arrows or Navajo Mountain sites shall be given an additional four (4) hours of response time to correct Service Outages and or (ii) impacting any of the Yale Point, Navajo Mountain or Roofe Butte sites shall be given an additional twenty four (24) hours of response time to correct Service Outages occurring at any time where snow is present and impedes travel to such sites.

8. **Invoices and Payment** – The Parties understand and agree that Customer is responsible for the monthly recurring charges (“MRC”) and non-recurring charges (“NRC”) for the Services identified in the Service Order or NTUA Service Order commencing on the In-Service Date. The Services will be invoiced in advance of the Services being provided. The initial invoice shall be issued at the beginning of the next bill cycle, normally the 1st day of the month, after the In-Service Date and shall include the invoice for the period including the In-Service Date until that month ends and the month immediately following the In-Service Date. When Service is initiated on a day other than the last day of the month, the charge for that particular month will be calculated by pro-rating the monthly payment by the number of days Service was received for that particular month. Thereafter, payments are due thirty (30) days after the date of invoice. Payments received more than thirty (30) days after the date of the invoice are subject to a late fee not to exceed one and one half percent (1 ½ %). Customer is responsible for payment of Services delivered, even if an invoice is not given to Customer in any given month. However, NTUA’s failure to provide Customer an invoice by the fifteenth (15th) day of the month preceding the month for which payment is due will negate Customer’s obligation to pay a late fee for that month. Delinquent accounts are accounts for which payment is sixty (60) days past due and are subject to immediate suspension or termination of the Services at the sole discretion of NTUA. If Services to Customer has been suspended for a delinquent account, Customer shall pay NTUA a \$150.00 reconnection fee per location identified in the Service Order or NTUA Service Order to have Services reactivated.
9. **Billing Disputes** – Billing disputes shall not be cause for Parties’ non-performance under this Agreement. Customer may dispute any charges for a period not to exceed ten (10) days from the due date (the “Dispute Period”) according to the provisions of Section 31 below. In the event Customer disputes any bill, Customer shall notify NTUA in writing with an explanation for the dispute and pay any undisputed charges. The Parties will cooperate in good faith to resolve any such disputes within a thirty (30) day period after the dispute is submitted to NTUA.
10. **Taxes** – Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other Navajo Nation, local, state and Federal taxes or charges, imposed on or based solely upon the use of the NTUA Services. Customer acknowledges and agrees that any goods or services provided within the territorial jurisdiction of the Navajo Nation are subject to the applicable Navajo Nation tax. 24 N.N.C. §601 *et seq.* As of January 1, 2013, the Navajo Nation tax rate is 5%, but is subject to change.

11. **Termination**

a. Either Party may terminate, or suspend its performance obligations of this Agreement upon providing the defaulting Party written notice and a thirty (30) day period to cure the defect if defaulting Party breaches any obligations under this Agreement not mentioned in paragraph 11(b). In the event the breach results in a Service Outage, Customer may exercise its right to terminate in accordance with the provisions of this Agreement without regard to this provision.

b. Either Party may terminate this Agreement immediately upon written notice to the other Party upon the occurrence of any of the following events:

i. Consistent with applicable law then in force, (i) any voluntary or involuntary filing of a petition in bankruptcy with respect to the other Party, (ii) a petition or response seeking reorganization, dissolution, or similar relief with respect to the other Party, (iii) the appointment of any trustee, receiver, or liquidator for the other Party, or any general assignment for the benefit of creditors by the other Party, or (iv) any failure of the other Party to provide adequate assurance of performance under this Agreement following the filing of a petition in bankruptcy or similar filing.

ii. The unauthorized assignment of this Agreement, or any part of this Agreement.

iii. The unauthorized use of the Party's service marks, trademarks, tradename, or name without prior written permission of that Party.

iv. As otherwise set forth in this Agreement.

12. **Termination Charges** – In the event Customer cancels or terminates Service(s) prior to the end of the Term and such termination is not in compliance with the provisions of Section 11a or 11b, Customer agrees to pay NTUA a termination fee (the "Early Termination Fee") equal to (i) one hundred percent (100%) of all remaining MRCs for the first three (3) years of the Term, (ii) seventy-five percent (75%) of all remaining MRCs for the and fourth year of the Term, and (iii) fifty percent (50%) of all remaining MRCs for the fifth year of the Term.

13. **Equipment** – Customer hereby acknowledges and agrees that all NTUA Equipment used in providing the Services shall remain the sole property of NTUA and shall not be removed or replaced by Customer without NTUA's prior written consent. Upon the termination of this Agreement for any reason, NTUA shall have the right, and Customer shall afford NTUA reasonable access to its facilities to remove the NTUA Equipment from Customer's premises.

14. **Customer Equipment and Facilities** – Customer shall, at its own expense, undertake all necessary preparations to comply with NTUA's installation instructions for Customer Equipment. Customer is responsible for the use, compatibility and maintenance of all Customer Equipment.

15. **Independent Agent** – In performing services under this Agreement, NTUA and its employees shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of Customer or its parent or their affiliates.
16. **No Authority to Bind** – Parties will have no authority, and will not represent to any person or entity that it has any authority, to bind the other Party to any agreement or obligation with any potential customer or any other third party, or to commit the other Party to any price quotation or proposal.
17. **Local Exchange Carriers** – Customer will reasonably cooperate with NTUA in working with local exchange carriers and others for the provisioning of local access required as part of the Service Order.
18. **Service Access Security** – Customer shall be responsible for user access security. NTUA provides no user access security with respect to any of its customers or facilities of others connected to the internet.
19. **Pricing and Installation fee** – See Service Order or NTUA Service Order.
20. **Assignment** – The Parties shall not, without prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed, assign, transfer or in any other manner dispose of, any of its rights, privileges, or obligations under this Agreement. Either Party may, upon written notice to the other Party, assign or transfer its rights arising under this Agreement to any of the following (each a “Permitted Assignee”): a corporation, partnership or other entity that accepts all of the terms and conditions of this Agreement and possesses creditworthiness or financial capacity sufficient to satisfy all of the requirements of assigning Party under this Agreement, which (i) is controlled by, controlling or under common control with assigning Party, (ii) shall merge or consolidate with or into assigning Party, (iii) shall succeed to all or substantially all the assets, property and business of assigning Party, or (iv) is an affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. “Control” (including the correlative terms “Controls”, “Controlled by”, and “under common Control with”) shall mean, with respect to any entity or enterprise, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such entity or enterprise for the election of directors or other governing body of such entity or enterprise, or (b) direct or cause the direction of the management and policies of such entity or enterprise, whether through the ownership of voting securities, by contract, or otherwise.
21. **Notices** – All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt mail requested, or nationally recognized overnight courier service, with a copy via facsimile to the address set forth below or as may subsequently in writing be requested.

Customer:

Company Name	Apache County District II
Contact Name	Flora Nez
Email	fnez@co.apache.az.us
Main Phone	928-7553881
Alternate Phone	928-7553882
Fax	928-755-3226
Address	Ganado District Office P. O. Box 994 Ganado, AZ 86505
Billing Address	Ganado District Office P. O. Box 994 Ganado, AZ 86505

NTUA:

Company Name	Navajo Tribal Utility Authority
Contact Name	Monroe Keedo
Email	Monroek@ntua.com
Main Phone	1-928-729-6282
Alternate Phone	1-928-729-5721
Fax	1-928-729-2135
Address	Post Office Box 170 Fort Defiance, Arizona 86504

22. **Indemnification** – Customer agrees to defend, indemnify and hold NTUA and its affiliates, officers, directors, employees, agents, successors and assigns harmless from any and all losses, liabilities, damages and claims and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) (“Loss” or “Losses”) related to or arising from any third-party demand, claim or suit for damages, injunction, or other relief, on account of or arising from any actual or alleged: (i)

breach of any representation, warranty, covenant or provision of this Agreement; (ii) damage to any property; (iii) infringement of any intellectual property rights or ownership rights; (iv) public charges and penalties; or (v) demand, liability or lien, provided the foregoing arise in connection with (1) negligent acts or omissions or willful misconduct of Customer or any of its, officers, directors, employees, and agents (other than those acting in a capacity for NTUA) in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by NTUA which are connected or are to be connected to Services; and (2) claims for infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, arising from the use of equipment and software, apparatus and systems not provided by or approved for use in connection with the Services by NTUA. Customer shall not, however, be responsible for any Losses caused by the sole negligence or willful misconduct of the NTUA and its officers, directors, employees, agents, successors and assigns (other than those acting in capacity for Customer).

As conditions to an indemnifying Party's obligations under this Section, an indemnitee shall (i) give the indemnifying Party prompt written notice of the claim, action or suit (provided that the failure by the indemnitee to provide prompt written notice shall not relieve the indemnifying Party from any of its obligations hereunder, except to the extent the indemnifying Party is actually prejudiced thereby), (ii) reasonably cooperate with the indemnifying Party in the defense and settlement of such claim, action or suit, and (iii) give the indemnifying Party authority to control the defense of the claim, action or suit and any settlement negotiations, provided the indemnifying Party will not agree to any non-financial settlement or terms or any admission of fault by the indemnitee without the indemnitee's prior written consent.

23. **Insurance** – Throughout the term of this Agreement, Customer shall maintain comprehensive liability insurance and workers compensation insurance on all its employees, and Customer shall carry coverage of not less than the following amounts: (i) commercial general liability insurance (including contractual liability coverage) with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence, naming NTUA as an additional insured thereunder; (ii) auto liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence, naming NTUA as an additional insured thereunder and (iii) workers compensation insurance as required by law. At the time of execution of this Agreement, Customer shall provide NTUA with a certificate of insurance evidencing the insurance coverages required under this Section, and thereafter Customer shall provide NTUA with certificates evidencing any renewal thereof. Any modification, renewal, replacement or cancellation of such insurance coverages to the extent feasible by Customer's insurer, will be provided to NTUA with thirty (30) days prior written notice to NTUA. Approval of Customer's insurance shall not relieve Customer of any obligation contained herein, including without limitation, Customer's defense and indemnity obligations. Customer's insurance shall be primary and non-contributory and is required to respond and pay prior to any other insurance or self-insurance available.
24. **Force Majeure** – Parties shall not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is from causes outside the reasonable control of a Party ("Force Majeure"). Such Force Majeure events include fiber cuts not caused by NTUA or its contractors, fire, flood, earthquake, natural

disasters or other acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like, provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means (including disaster recovery services). However, the non-performing Party shall not be excused from its obligations to protect the other Party's Confidential Information or to provide disaster recovery and business continuity services as may be required under this Agreement. In such event the non-performing Party shall be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail, provided such Party continues to use commercially reasonable efforts to recommence performance or observance without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within twenty-four (24) hours of the inception of such delay) and describe with a reasonable level of detail the circumstances causing such delay. Should any event delay the performance by a Party for thirty (30) days or more, the other Party may terminate this Agreement upon written notice to the delayed Party; this right of termination for delay may be shortened with respect to any Service Order if stated in such Service Order.

25. **Confidential Information** – "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving party, (iii) is approved by the disclosing party, in writing, for release, or (iv) is required to be disclosed by applicable law or proper legal, governmental or other competent authority (provided that the party whose information is to be disclosed shall be notified sufficiently in advance of such requirement so that it may seek a protective order (or equivalent) with respect to such disclosure, which the other party shall fully comply with), (v) is developed independently by the receiving party without reference to any of the information, technical data or know-how disclosed by the disclosing party.
26. **Nondisclosure of Confidential Information** – Neither party will disclose any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than employees who are required to have the information in order to carry out the discussions regarding the Relationship. Each party will inform employees to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the confidential nature of the Confidential Information and have such employees agree to abide by the obligations of confidentiality provided in this Agreement. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from

falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the disclosing party which may come to the receiving party's attention.

27. **CHOICE OF LAW AND JURISDICTION** – THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH LAWS OF THE NAVAJO NATION, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE NAVAJO NATION AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS TO THE EXTENT AUTHORIZED BY THE NAVAJO SOVEREIGN IMMUNITY ACT. Furthermore, nothing herein shall be construed as limiting or waiving NTUA's sovereign immunity rights except to the limited extent provided in the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §551 *et seq.*
28. **Entire Agreement** – This Agreement supersedes all prior representations, agreements and understandings related to the Services whether oral, written or implied, with the exception of an executed Non-Disclosure Agreement between the Parties (if executed), and may only be modified in writing. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to any party or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
29. **WAIVER OF CONSEQUENTIAL DAMAGES** – EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF CONFIDENTIALITY OBLIGATIONS AND/OR CLAIMS SUBJECT TO INDEMNIFICATION FOR INTELLECTUAL PROPERTY CLAIMS, EACH PARTY HERETO SHALL NOT BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICE, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
30. **No Warranty** – Services are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose, unless otherwise stated within this Agreement. No advice or information given by NTUA or its affiliates shall create a warranty. Neither NTUA nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on

the Service is free of harmful components. However, NTUA does warrant that the Services will be of a professional quality conforming to generally accepted industry standards and practices and the standards and service levels set forth on Exhibit C, and performed in a timely manner in accordance with the terms and conditions of this Agreement.

31. **Dispute Resolution** – The Parties shall endeavor to resolve all claims, disputes and any other matter in question between them first by informal good faith negotiation, which negotiation period shall not exceed thirty (30) calendar days. To initiate discussions pursuant to this Section 31, a Party shall provide written notice of a dispute to the other Party. Thereafter within ten (10) calendar days of receipt of the notice of the dispute, the dispute shall first be discussed and resolved by representatives of each Party having the authority to bind the Party they represent. Such representatives shall use their commercially reasonable efforts to amicably and promptly resolve the dispute. Pending resolution of any dispute, the Parties shall continue to perform their obligations hereunder. If the Parties are unable to resolve any dispute within twenty (20) calendar days of the first meeting where the dispute was discussed the Parties may proceed with any other legal rights or remedies afforded to them.

32. **Use of Trademarks** – A Party shall not use the other Party's trademarks, logos, service marks or any other proprietary identifier in connection sales of products or services, or with advertising, promotional events or materials, press releases, or any other promotional materials unless the other Party has given written consent for such use.

33. **Counterparts** – This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished personally or by facsimile, electronic mail, courier or mail. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

34. **Nonwaiver** – Either Party's failure to enforce any of the provisions of this Agreement or any Service Order, or to exercise any option, shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of this Agreement or any Service Order.

35. **Survival of Obligations** – The expiration or termination of this Agreement shall not affect those provisions that by the nature thereof are intended to survive any such expiration or termination, including but not limited to those regarding: Confidentiality/Non-Disclosure; Indemnification; and, Law to Govern and Consent to Jurisdiction.

Customer

NTUA

Signature: _____

Signature: _____

Printed Name: Joe Shirley, Jr.

Printed Name: _____

Title: Chairman

Title: _____

Date: _____

Date: _____

EXHIBIT A- Service Order

Service #	Location	Service Type	Planned Service Date	Quantity (Mbps)	Monthly Service Charge (MRC)	Non Recurring Charge (NRC) NN Tax Not Included
1.	Ganado District Office	DIA	TBD	50Mb	\$2,887.50	\$4986.62

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EXHIBIT B- Special Instructions

Special Instructions

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EXHIBIT C
Service Level Agreement (SLA)

This Exhibit C, Service Level Agreement (“SLA”), to the Network Services Agreement dated _____, 2017 between the **Navajo Tribal Utility Authority** (“NTUA” or “Company”) and **Apache County District II** (“Customer”) (the “Agreement”), establishes Company’s service level commitments applicable to the telecommunications services provided pursuant to the Agreement (the “Service(s”).

Technical Specifications and Performance Requirements for Network Services

Technical Specifications

A. LATENCY

Latency is the average roundtrip network delay measured using RFC 2544 and Y.1564 tests from A-Location to Z-Location within NTUA Network. Test is administered at time of circuit turn up. Any requests for Latency measurements will have to be coordinated and administered by NTUA. NTUA Network is expected to have an average round trip packet time within the NTUA Network of sixty (60) milliseconds or less.

B. THROUGHPUT (Bandwidth)

Bandwidth (usage) reports will be made available via email and will show monthly or other requested periods of bandwidth utilization and graphs.

“Throughput” will be measured relative to the theoretical maximum of the transport circuit measured in “bits per second” on a circuit between the Parties’ interconnection points. The Throughput test must validate 100% Throughput and will generally follow the methodology defined in the Internet Engineering Task Force (IETF) RFC 2544 and include validation with unicast and multicast Ethernet frames.

Throughput measurement testing will be performed prior to Customer acceptance of a Service and can be requested thereafter in the event Customer is experiencing Service impacting degradation issues. Any time after Acceptance, Customer shall initiate such request by opening a Trouble Ticket with NTUA. The Throughput measurement test is intended to validate network performance from end-to-end on NTUA’s facilities. Customer will be responsible for providing appropriate testing equipment and resources for requested Throughput testing.

NTUA Network is expected to have a maximum average packet loss of one percent (1%) or less during any calendar month.

C. NETWORK AVAILABILITY

End-to-end network availability (“Network Availability”) – Defined as the total number of minutes in a billing month during which a Service circuit is available and capable of exchanging data between the NTUA/Customer interconnection points divided by the total number of minutes in a billing month.

The calculation of Network Availability utilizes the Minutes Unavailable commencing after the earlier of (i) Customer advises NTUA to open a trouble ticket or (ii) NTUA becomes aware on its own of the outage or unavailability of the Service ("Trouble Ticket"), and is based on the availability of the Service during the monthly Service billing period in which the Trouble Ticket is applicable. Network Availability is calculated on reported or discovered Service Outages.

Network Availability is calculated as follows:

$$\text{Network Availability} = 100\% - \left(\frac{\text{total number of minutes unavailable}}{\text{total minutes per month}} \times 100 \right)$$

NTUA Network service availability objective is 99.99% Network Availability.

D. FAULT MANAGEMENT

a. Mean Time To Restore

The mean time to restore (MTTR) measurement for a Service is the average time between the time a Trouble Ticket is opened and the time the Service is restored. If Customer disputes NTUA's determination of when the Service is restored, the Parties shall work together in good faith to resolve any such dispute within thirty (30) days. The "average time" is determined based on all Trouble Tickets with the same severity level associated with the same Service Outage (as defined below).

There are two (2) priority levels of Trouble Ticket severity (Critical and Major).

MTTR objectives for each severity level is:

Severity 1 – Critical	Average within 5 hours
Severity 2 – Major	Average within 8 hours

"Severity 1 - Critical" is defined as a complete outage affecting Customer's Service.

"Severity 2 - Major" is defined as a partial outage or service degradation affecting Customer's Service.

b. Network Maintenance

NTUA will perform routine network maintenance for network improvements and preventive maintenance. NTUA will provide seven (7) days advance notice to Customer of all such maintenance that is expected to result in a Planned Service Outage. For Emergency Maintenance, NTUA shall notify Customer as soon as is commercially practical under the circumstances. Planned Service Outages will not be calculated against technical measurements. If routine network maintenance exceeds the time scheduled and results in a Service Outage, Customer will be entitled to Outage Credits as specified in Section 7, for outage periods outside the scheduled maintenance window.

E. ROUTINE NETWORK MAINTENANCE WINDOWS

Unless otherwise agreed to between the parties, routine network maintenance will only be performed during NTUA's standard maintenance windows. Maintenance windows are as follows:

12 a.m. - 6 a.m. Local Time, Monday through Friday

If Planned Service Outages are expected during these specified times, Customer will be notified via email to the contact designated by the Parties. This notification will inform Customer of the anticipated time, duration and reason for the network maintenance. While the specified maintenance window is six (6) hours in length, it is rare that a given maintenance would require use of this entire window.

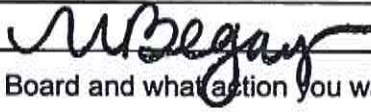
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Treasurer's Office

Date/Signature: 8/14/2017



Describe in detail what you want to say to the Board and what action you want the Board to take: Treasurers office request discussion and approval of the ratification of recorded Treasurer's Deed 2012-001588 and allow for this parcel (207-73-107) to be proceed through a tax deed action.

BOS Meeting Date Requested Immediately

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature N/A

Check if item does not require review

Finance Review:

Signature N/A

Check if item does not require review

Human Resources Review:

Signature N/A

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



2012-001588
Page 1 of 1
OFFICIAL RECORDS OF APACHE COUNTY
LENDRA Y. FULTON, RECORDER
03-29-2012 10:37 AM Recording Fee \$0.00

STATE OF ARIZONA
ARS 11-1134 A/3

TREASURER'S DEED

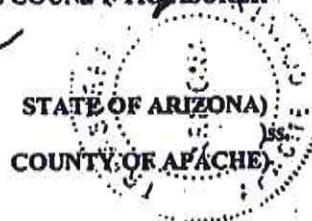
ON MARCH 26, 2012, I KATHERINE D. ARVISO, TREASURER OF APACHE COUNTY ARIZONA, WAS REQUESTED BY THE OWNER OF THE PROPERTY DESCRIBED HEREIN TO TAKE RECEIPT OF SUCH PROPERTY THROUGH THIS TREASURER'S DEED.

THE PROPERTY TAX LIEN IS THE SUBJECT TO CERTAIN TAX LIENS, AND BASED ON THE REQUEST OF THE OWNER, I FORECLOSE THE RIGHT TO REDEEM SAID TAX LIENS AND CONVEY TO THE STATE OF ARIZONA THE FOLLOWING REAL PROPERTY LOCATED IN APACHE COUNTY, ARIZONA:

PARCEL # 207-73-107
WESTERN SKIES ESTATES, LOT 107

IN WITNESS WHEREOF, I, KATHERINE D. ARVISO, TREASURER OF THE COUNTY OF APACHE, STATE OF ARIZONA, BY VIRTUE OF LAW HAVE HEREUNTO SET MY HAND AND SEAL THIS 26 DAY OF March 2012

Katherine D. Arviso
APACHE COUNTY TREASURER



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF March, 2012 BY KATHERINE D. ARVISO, AS TREASURER OF THE COUNTY OF APACHE, STATE OF ARIZONA, WHO THEN AND THERE STATED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED.

Landra Y. Fulton
OFFICIAL CAPACITY

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/28/2015

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

Apache County Treasurer

Date/Signature: 8/14/2017 M. Begay

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351, 42-18352 and 42-18353. Total tax to be abated: 510.60, Total Interest to be abated: 239.93; Total fees to be abated: 0. For a total of 750.53. For a list of parcels included in the abatement, see the attached backup.

BOS Meeting Date Requested August 29, 2017

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 MB



Apache County Treasurer Certificate of Removal and Abatement

August 29, 2017

AB #	ACCOUNT #	PARCEL #	OWNER	LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	ARS
				LOW SW COR SEC 8						
				T9N R29E N1520.28'						
				TO POB NELY370.87						
				NELY 590.96						
				NELY468.86' WLY TO						
				W4 COR SEC 8 SLY TO						
				POB & BEG CW 1/16						
				COR S 55.04' E231.65'						
				SELY81.59' E111.27'						
				NELY310' NWLY550'						
				NWLY416.98' TO N/S						
				1/16 LINE S TO CW						
				1/16 COR AND THE						
				POB NE 1/16 COR SEC						
				8 S TO A POINT						
				472.64' NORTH CE						
				1/16 COR W 100'						
				NWLY 518.91'						
				SWLY417.17'						
				NWLY682.55'						
				NWLY67.69' E TO NE						
				1/16 COR AND POB						
				BEG SE COR SEC 8						
				W1320' S1320'						
				W1320' S1320'						
				W1748.16' N 169.24'						
				NWLY 445.64' N						
238	R007469	105010011	Wenima Development LLC	1/16 SW COR SEC 8	2016	\$ 192.10	\$ 14.08	\$ -	\$ 206.18	42-18351(2)
				Sub-Total of Real Property		\$ 192.10	\$ 14.08	\$ -	\$ 206.18	
239	P0880024	10669001H	Show Low Connection Inc	1072 CR 3144	2011	\$ 121.82	\$ 89.33	\$ -	\$ 211.15	42-18351(1)
239	P0880024	10669001H	Show Low Connection Inc	1072 CR 3144	2012	\$ 99.34	\$ 76.82	\$ -	\$ 176.16	42-18351(1)
239	P0880024	10669001H	Show Low Connection Inc	1072 CR 3144	2013	\$ 97.34	\$ 59.70	\$ -	\$ 157.04	42-18351(1)
				Sub-Total of Personal Property		\$ 318.50	\$ 225.85	\$ -	\$ 544.35	
			Total			\$ 510.60	\$ 239.93	\$ -	\$ 750.53	




Apache County Treasurer
Certificate of Removal and Abatement

Dr. Joe Shirley Jr.
Board Chairman


Date

File Year	File Month	Date Received	Reason Returned	Date Returned	Extension
2006	5	6/21/2006			
2005	5	3/2/2006			
2004	5	3/2/2006			
2003	5	9/24/2003			

Scanned Documents 

Click on a gold button below to view a document. If the button is gray, the document is not yet available. Please check back again later.

Document Number	Description	Date Received
02788464 (http://corporations.images.azcc.gov/02788464.pdf)	09 ANNUAL REPORT	5/14/2009
02474706 (http://corporations.images.azcc.gov/02474706.pdf)	08 ANNUAL REPORT	6/18/2008
02053520 (http://corporations.images.azcc.gov/02053520.pdf)	07 ANNUAL REPORT	6/12/2007
01658380 (http://corporations.images.azcc.gov/01658380.pdf)	06 ANNUAL REPORT	6/21/2006
01495312 (http://corporations.images.azcc.gov/01495312.pdf)	04 ANNUAL REPORT	3/2/2006
01495301 (http://corporations.images.azcc.gov/01495301.pdf)	05 ANNUAL REPORT	3/2/2006
00787429 (http://corporations.images.azcc.gov/00787429.pdf)	03 ANNUAL REPORT	9/24/2003

Notices of Pending Administrative Dissolution 

Date	Reason
9/2/2010 (http://corporations.images.azcc.gov/D05328601.pdf)	DELINQUENT ANNUAL REPORT

Administrative Dissolutions and Reinstatements 

Administrative Dissolutions Date	Administrative Dissolutions Reason	Reinstatement Date
11/9/2010 (http://corporations.images.azcc.gov/R06176781.pdf)	AD-DISSOLVED - FILE A/R	
3/9/2005 (http://corporations.images.azcc.gov/R06065962.pdf)	AD-DISSOLVED - FILE A/R	9/24/2003

Microfilm

Location	Entered	Description
11537015022	5/28/2002	ARTICLES
20310006029	9/30/2002	PUB OF ARTICLES
20334009050	9/24/2003	CERTIFICATE OF REINSTATEMENT
31759000636	9/24/2003	03 ANNUAL REPORT
31902005891	10/20/2004	NOTICE OF PENDING ADMINISTRATIVE DISSOLUTION
11689033046	11/5/2004	DELINQUENT NOTICE/MAIL RETURNED
11706024039	2/21/2005	CERT OF DISSOLUTION/MAIL RETURNED
31904006239	3/9/2005	CERTIFICATE OF DISSOLUTION
31946000302	3/2/2006	04 ANNUAL REPORT
31946000309	3/2/2006	05 ANNUAL REPORT
31962000493	6/21/2006	06 ANNUAL REPORT
32048002626	6/12/2007	07 ANNUAL REPORT
32136001966	6/18/2008	08 ANNUAL REPORT
32257045035	5/14/2009	09 ANNUAL REPORT

Print Details

Privacy Policy (<http://www.azcc.gov/Divisions/Administration/Privacy.asp>) | Contact Us (<http://www.azcc.gov/divisions/corporations/contact-us.asp>)

Agent Physical Address:

172 COUNTY RD. 3144
 VERNON, AZ 85940

Agent Status: APPOINTED 05/28/2002

Agent Last Updated: 03/07/2006

Additional Entity Information

Entity Type: BUSINESS	Business Type: CONSTRUCTION
Incorporation Date: 5/28/2002	Corporation Life Period: PERPETUAL
Domicile: ARIZONA	County: APACHE
Approval Date: 5/28/2002	Original Publish Date: 9/30/2002
Status: AD-DISSOLVED-FILE ANNUAL REPORT	Status Date: 11/9/2010

Officer Information

Name	Title	Address	Date of Taking Office	Last Updated
MICHAEL C SCOTT	PRESIDENT/CEO	P.O. BOX 762 VERNON, AZ 85940	05/28/2002	06/11/2009

Director Information

Name	Title	Address	Date of Taking Office	Last Updated
MICHAEL C SCOTT	DIRECTOR	P.O. BOX 762 VERNON, AZ 85940	05/28/2002	06/11/2009

Annual Reports

File Year	File Month	Date Received	Reason Returned	Date Returned	Extension
2009	5	5/14/2009			
2008	5	6/18/2008			
2007	5	6/12/2007			

Please Note

Information listed in the History Corporate Inquiry may not reflect the most up to date information on record with the Commission. Please contact the Customer Service Call Center at 602-542-3026 for additional information.

Search Date and Time:
7/12/2017 2:33:48 PM

File Number:
10318775

Corporation Name:
SHOW LOW CONNECTION, INC. AD-DISSOLVED-FILE ANNUAL REPORT 11/9/2010

Collapse | Expand

Corporate Inquiry

File Number

10318775

Corporation Name

SHOW LOW CONNECTION, INC.

Domestic Address

P.O. BOX 762
VERNON, AZ 85940

Secondary Address

,

Statutory Agent Information

Agent Name: MICHAEL C SCOTT

Agent Mailing Address:

P.O. BOX 762
VERNON, AZ 85940

AUG 17 2011 **FILED**
3:55 AM
MICHAEL K. JEANES, Clerk
By S. Brown
S. Brown, Deputy

1 **BANCROFT SUSA & GALLOWAY, PC**
2 1 East Camelback Road, Suite 550
3 Phoenix, AZ 85012
4 (602) 248-9652
5 mgalloway@bancroftlaw.com

6 Michael G. Galloway (011210)
7 Hadar L. Avraham (026192)
8 Attorneys for Plaintiff

COPY

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10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN THE ARIZONA TAX COURT**

12 **EAGLE COVE APARTMENTS**
13 **LLLP, an Arizona limited liability**
14 **limited company,**
15 **Plaintiff,**
16 **v.**
17 **APACHE COUNTY, a political**
18 **subdivision of the State of Arizona,**
19 **Defendant.**

No. TX 2009-000874
JUDGMENT

20 The parties having stipulated to the entry of Judgment and good cause appearing:
21 **IT IS ORDERED, ADJUDGED AND DECREED,**

- 22 1. That the full cash values of Apache County tax parcel number 104-24-002H
23 shall be changed to \$1,119,435 for the 2010 tax year.
24 2. That the limited property value of the said parcel for the 2010 year shall be
25 derived in accordance with the provisions of A.R.S. §42-13301 to 42-13304, as
26 applicable.
27 3. Plaintiff shall pay property taxes levied and assessed against the Subject
28 Property for the 2010 tax year in accordance with A.R.S. §42-16210. Plaintiff is
29 responsible for timely payment of taxes for the 2010 tax years regardless of whether a

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property tax statement is issued which is consistent with this judgment.

4. In the event that Plaintiff pays all of the property taxes that were levied and assessed on the Subject Property for the 2010 tax year, the Treasurer's Office will determine the amount of such taxes due on the Subject Property based upon the full cash and limited property values as set forth herein, and shall calculate the excess taxes that have been paid for the 2010 tax year. Defendant shall refund such excess taxes to Plaintiff's attorney, Bancroft Susa and Galloway, PC, with interest thereon to be calculated in accordance with A.R.S. §42-16214.

5. In the event Plaintiff pays only the first half of the 2010 taxes due on the subject property for the 2010 tax year, as provided by A.R.S. §42-16210, any refund due Plaintiff shall first be applied to the second-half of taxes due for the 2010 tax year, and shall then be applied to any prior year's taxes, interest and penalties that are unpaid and delinquent on the property.

Any remaining balance due Plaintiff after deduction of second-half taxes and delinquent prior tax year's taxes, interest and penalties shall be refunded to Plaintiff's attorney, Bancroft Susa and Galloway, PC, with interest thereon to be calculated in accordance with A.R.S. § 42-16214.

6. That the above amounts shall be calculated by the Apache County Treasurer and shall be paid by Apache County.

7. That the parties shall bear their own costs and attorney's fees.

8. This judgment is the result of a settlement between the parties and shall not be used by either party for any other purpose except as a determination of values for the tax year indicated herein.

9. This judgment shall not prevent the Apache County Assessor from changing the valuation of the above tax parcels for the 2010 tax year pursuant to the provisions of

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A.R.S. §42-15105.

DONE IN OPEN COURT this 16 day of Aug, 2011.

Dean M. Fink

Dean M. Fink
Judge of the Arizona Tax Court

APPROVED AS TO FORM AND SUBSTANCE

MICHAEL B. WHITING
APACHE COUNTY ATTORNEY



Michael G. Galloway
For and as authorized by
Joseph Young
Attorneys for Defendant Apache County

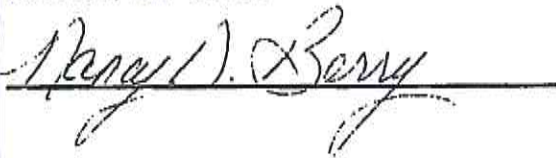
BANCROFT, SUSA & GALLOWAY



Michael G. Galloway
Hadar L. Avraham
Attorneys for Plaintiff Eagle Cove Apartments LLLP

ORIGINAL, TWO COPIES of the foregoing and envelopes LODGED this 15th day of August, 2011 with:

Honorable Dean M. Fink
Judge of the Arizona Tax Court
125 W. Washington
Courtroom 202
Phoenix, AZ 85003



1 COPIES mailed by the Tax Court to:

2 Joseph Young
3 P.O. Box 637
4 St. Johns, AZ 85936

5 Michael G. Galloway
6 Hadar L. Avraham
7 1 E. Camelback Rd., Suite 550
8 Phoenix, AZ 85012

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SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE of claims ("Agreement") is entered into by and between Apache County, a political subdivision of the State of Arizona (the "County") and Wenima Development, LLC an Arizona limited liability company ("Claimant").

WITNESSETH:

WHEREAS, Claimant disputes the assessed classification made by the County in reference to certain property owned by Claimant both currently, and in previous years; and

WHEREAS, the County believes that Claimant's demand that County return previously paid taxes is legally insufficient; and

WHEREAS, the parties wish to settle all disputes which may exist between them; and

WHEREAS, the parties have agreed to certain settlement terms; and

WHEREAS, the parties have agreed to enter into this Settlement Agreement and General Release,

NOW, THEREFORE, for the consideration established in this Agreement, the sufficiency of which is hereby agreed to by the parties, the parties agree as follows:

A. The County and Claimant agree that Claimant's real property located near Springerville, Arizona and described in Exhibit A hereto (the "Real Property"), shall be classified as Agricultural for the current year, and for all years since 2003. County and Claimant agree that County has previously refunded Claimant with overpayment of taxes for tax years 2010, 2011, 2012, such amount representing the excess real property tax based for those years due to Claimant's property not being classified as Agricultural. Additionally, County and Claimant agree that for the tax years 2003, 2004, 2005, 2006, 2007, 2008, and 2009, Claimant shall be credited the difference between the amount actually taxed, and the amount that would have been taxed had the Real Property been classified as Agricultural, that amount equaling \$76,629.37. This amount shall be credited to future tax bills that become due and owing by Claimant, but shall not be refunded in cash. County's obligation to credit said amount shall be forgiven in its entirety in the event Claimant sells or otherwise becomes dispossessed of the entirety of the Real Property. The credit contemplated in this agreement is a negotiated settlement, and does not run with the land. However, as long as claimant retains ownership of any portion of the Real Property, and the property is used for agricultural purposes or in the same manner as its current use, the Real Property shall continue to be classified as agricultural.

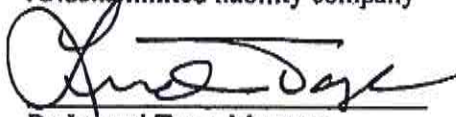
B. Claimant for himself, his heirs, executors, administrators, assigns, and successors, agrees as follows:

1. To forever fully release, remise, acquit and discharge the County, Apache County, and its and their predecessors and successors, and its agents, attorneys, employees and assigns (hereafter collectively referred to as ("Releases")), and covenant not to sue or otherwise institute or cause to be instituted or any way participate in (except at the request of the County) legal or administrative proceedings against Releases with respect to any matter, including, without limitation, any matter arising out of or connected with any dispute relating to property classification or valuation for the tax year 2013 or earlier and causes of action of every nature, kind and description, in law, equity, or otherwise which heretofore do or may exist.
 2. That it is waiving any rights it may have had or now has to pursue any and all remedies available to it under any cause of action in relation to the classification of the Real Property for 2013 or any preceding years.
 3. That Claimant will not, except as may be mandated by statutory or regulatory requirements or as may be required by legal process, disclose to others the fact or terms of this settlement, the amounts or terms referred to in this Agreement, or the fact of settlement or the existence of a dispute, including the facts giving rise to the dispute. Claimant understands that this covenant of non-disclosure is a material inducement to the County for the making of this settlement and that, for the breach thereof the County will be entitled to pursue its legal and equitable remedies, including, without limitation, the right to seek injunctive relief.
 4. Nothing in this Section B shall prevent either party to initiate a court action or otherwise sue to enforce the provisions of this Agreement.
- C. The County and Claimant, for itself, any owner or member, any heirs, executors, administrators, assigns, and successors, jointly agree as follows:
1. That nothing contained in this Agreement shall constitute or be treated as an admission by County or Claimant of liability, of any wrongdoing, or of any violation of law.
 2. That if any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce all remaining provisions to the extent permitted by law.
 3. That this Agreement shall bind and benefit Claimant's members, owners, administrators, successors, assigns, and each of them; it shall also bind and benefit the County and its successors and assigns.
 4. That this Agreement shall be deemed to have been entered into in the State of Arizona and shall be construed and interpreted in accordance with the laws of that state.
 5. That each party hereby agrees that, even in the event facts or laws used to reach the settlement constituting the basis of this Agreement may change, or be revealed to be different than currently understood, this Agreement shall be and will remain effective notwithstanding any such difference in fact or change in law.

6. That this Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

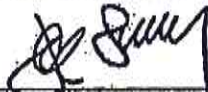
7. That they have read and understand this Agreement, and that they affix their signatures hereto voluntarily and without coercion.

Wenima Development, LLC, an
Arizona limited liability company



By Leonard Toys, Manager

Apache County, a political subdivision
of the State of Arizona



By Joe Shirley, Jr.
Its Chairman

LEGAL DESCRIPTION

PARCEL NO. 1:

That portion of Section 8 and 17, Township 9 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap stamped "¼ S.8/S.9-1986 LS 13014;
THENCE: S 02°38'49" W Measured, (South 02°38'29" West Record) along the East line of said Section 8, a distance of 1839.68 feet (Measured) (1839.55 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped -LS 13014, being the POINT OF BEGINNING;
THENCE: Continuing S 02°38'59" W Measured, (South 02°38'29" West Record) along said East line, 745.68 feet Measured, 745.52 feet (Record) to the Southeast corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap stamped "T.8 N. R.29 E. S.8/S.9-S.17/ S.16-1986 LS 13014",
THENCE: S 89°24'16" W Measured, (South 89°50'00" West Record) along the South line of said Section 8, a distance of 1329.40 feet Measured, (1329.25 feet Record) to the East 1/16 corner common to said Section 8 and 17, being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped E-1/16 S.8/S.17-LS 13014;
THENCE: S 00°00'57" E 1307.14 feet Measured (South 00°00'10" East 1305.65 feet Record) to the North East 1/16 corner of said Section 17 being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped NE1/16 S.17- LS 13014;
THENCE: S 89°28'45" W 1330.97 feet Measured (South 89°25'43" West 1330.85 feet Record) to the Center North 1/16 corner of said Section 17, being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped C-N1/16 S.17-LS 13014;
THENCE: S 00°05'56" W 1304.51 feet Measured (South 00°04'25" West 1304.65 feet Record) to the center of said Section 17, being a 5/8" Rebar with a 2" Aluminum Cap stamped "T.9 N. R.29 E. C-¼ S.17-1 LS 13014";
THENCE: S 89°28'36" W Measured (South 89°28'20" West Record) along the East-West midsection line of said Section 17, a distance of 1773.50 feet Measured (1773.06 feet Record) to the Southwest corner of Lot 194, Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona being a 5/8" Rebar;
THENCE: N 00°15'47" West 169.41 feet Measured (North 00°31'40" West 169.24 feet Record) to the back angle point corner of Lot 193 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;
THENCE: N 29°19'21" W 445.25 feet Measured (North 29°11'19" West-Deed 445.64 feet North 29°19'11" West-Plat Record) to the NW corner of Lot 190 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;
THENCE: N 04°03'59" E 147.73 feet Measured (North 04°07'31" East 147.32 feet Record) to the NW corner of Lot 189 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;
THENCE: N 20° 31'08" W 707.00 feet Measured (North 20° 36'30" West 706.78 feet Measured) to the SW corner of Lot 168 (NW corner of Lot 189 Record), of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 37°19'06" W 122.93 feet Measured (North 37°19'54" West 123.03 feet Record) to the SW corner of Lot 169 (SE corner of Lot 169 Record) of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 89°29'40" W 161.62 feet Measured (North 89°13'25" West 162.59 feet Record) to the SW corner of Lot 170 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 15°51'29" W 290.98 feet Measured (North 15°42'24" West 290.09 feet Record) to the NW corner of Lot 172 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 14°46'31" E 253.07 feet Measured (North 14°44'00" East 252.94 feet Record) to the NW corner of Lot 174 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 29°11'59" E 187.02 feet Measured (North 29°16'05" East 187.12 feet Record) to the NW corner of Lot 176 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 01°44'27" E 60.27 feet Measured (North 01°41'24" East 60.45 feet Record) to the NW corner of Lot 177 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 04°26'21" E 109.40 feet Measured (North 04°29'15" East 109.17 feet Record) to NW corner of Lot 178 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 15°03'42" W 90.96 feet Measured (North 15°04'25" East 91.10 feet Record) to the SW corner of Lot 134 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857 and a PC of a non-tangent curve to the right, concave to the SE, having a central angle of 25° 40' 43", a radius of 931.52 feet (Measured & Record) and a radial bearing into the PC of N 89°42'20" W;

THENCE: Northeasterly along the arc of said curve, 417.49 feet Measured (417.52 feet Record) to the NW corner of Lot 131 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 29°02'52" E 104.49 feet Measured (North 29°10'58" East 104.45 feet Record) to the Northwest corner of said Lot 130, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 17°17'15" E 427.65 feet Measured (North 17°13'48" East 472.83 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 48°07'32" E 423.43 feet Measured (North 48°10'38" East 423.33 feet Record) to a 1/2" Rebar with a Brass Tag Stamped RLS 13014 and the most Westerly corner of Parcel No. 2 described in Docket 755, page 147 and being a point on a non-tangent curve to the left, concave to the NE, having a central angle of 08° 04' 05", a radius of 1500.00 feet (Measured & Record) and a radial bearing into the PC of S 32°17'42" W;

THENCE: Southeasterly along the arc of said curve, 211.22 feet Measured (210.64 feet Record);

THENCE: N 50°51'50" E 345.26 feet Measured (North 50°55'38" East 345.26 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 38°38'45" W 114.26 feet Measured (North 38°34'57" West 114.05 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 61°36'28" E 527.53 feet Measured (North 61°32'15" East 527.41 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 25°01'37" E 394.90 feet Measured (North 24°55'07" East 394.78 feet Record) to the most Southwesterly corner of Parcel No. 1 described in Docket 755, page 147, to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 84°57'50" E 102.66 feet Measured (North 84°51'36" East 102.68 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 80°01'39" E 723.95 feet Measured (South 80°02'20" East 724.77 feet Record) to the center of the cul-de-sac on Jeremy's Point as shown on the plat of said Wenima Village Amended, being a 1/2" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 50°14'56" E 198.20 feet Calculated (North 50°14'53" East 198.20 feet Record) to the NW corner of that Parcel 2, as described in the instrument recorded in Book 930, Pages 447-449;

THENCE: S 07°45'19" E along the Westerly line of said Parcel 2, a distance of 299.97 feet Calculated (S 07°45'19" E 300.00 feet Record) to the SW corner of said Parcel 2;

THENCE: N 50°14'53" E along the Southerly line of said Parcel 2, a distance of 439.97 feet Calculated (North 50°14'53" East 440.00 feet Record) to the SE corner said Parcel 2;

THENCE: N 07°45'19" E along the Easterly line of said Parcel 2, a distance of 299.97 feet Calculated (N 07°45'19" E 300.00 feet Record) to the NE corner of said Parcel 2;

THENCE: N 50°14'56" E 42.59 feet Calculated Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 58°53'44" E 341.96 feet Measured (North 58°54'47" E 341.78 feet Record) to a point on the Westerly line of that Parcel No. 1 as described in the instrument recorded in Book 765, Pages 355--358, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 31°05'02" E, along said Westerly line, 60.03 feet Measured (South 31°05'13" East 60.00 feet Record) to the SW corner of said Parcel No. 1 and a point on the Northwesterly line that Parcel No. 2 as described in the instrument recorded in Docket 932, Pages 41-42, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 58°54'01" W, along said Northwesterly line, 341.94 feet Measured (South 58°54'47" West 341.78 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 07°45'17" E, along the Westerly line of said Parcel No. 2, a distance of 300.68 feet Measured (South 07°45'19" East 300.81 feet Record) to the NE corner of that Parcel No. 1 as described in the instrument recorded in Docket 932, Pages 41-42, being a 1/2" Rebar with Brass Tag Stamped RLS 24516;

THENCE: S 50°16'13" W, along the Northwesterly line of said Parcel No. 1, a distance of 301.16 feet Measured (S 50°14'53" W 301.23 feet Record) to the NW corner of said Parcel No. 1, being a 1/2" Rebar with Brass Tag Stamped RLS 24516;

THENCE: S 07°45'19" E, along the Westerly line of said Parcel No. 1, a distance of 506.22 feet Measured (South 07°45'19" East 506.25 feet Record) to a point on the centerline of Wenima Way of Wenima Village Amended, according to Book 8 of Townsite Maps, Pages 2 through 7, records of Apache County, being the SW corner of said Parcel No. 1 and a 1/2" Rebar with Brass Tag Stamped RLS 24516;

THENCE: N 68°06'04" E (Record & Measured) along said centerline of Wenima Way, 270.99 feet Measured (271.00 feet Record) to a point on the Westerly line of that Parcel No. 2, as described in the instrument recorded in Docket 932, Pages 41-42;

THENCE: S 18°42'37" E along said Westerly line, 490.68 feet Measured (South 18°42'52" East 490.78 feet Record), to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 70°44'46" E along the Southerly line of said Parcel No. 2, a distance of 643.72 feet Measured (South 70°45'10" East 643.92 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 76°56'27" E along said Southerly line, 1267.96 feet Measured (North 76°55'57" East 1267.65 feet Record) to the **POINT OF BEGINNING**.

AND that portion of Wenima Way, Daniel Drive and Courtney Lane of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within Parcel No. 1 as described in the instrument recorded in Book 932, Pages 41-42, A.C.R.;

AND that portion of Wenima Way, Meadow Lane, Pueblo Lane and Jeremy's Point of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within that Parcel as described in the instrument recorded in Docket 708, Pages 208-216, A.C.R.;

AND that portion of Daniel Drive and Courtney Lane of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within Parcel No. 2 as described in the instrument recorded in Book 930, Pages 447-449, A.C.R.;

EXCEPT Lots 93 through 112 and Tract M, Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona;

EXCEPT that Parcel as described in the instrument recorded in Document 2001-10106 of records of Apache County, Arizona;

ENCLOSES 12,475,193. SQ.FT. / 286.39 ACRES

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

PARCEL NO. 2

That portion of the SW ¼ of the NW ¼ of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

BEGINNING at the West quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped "T.9 N. R.29 E. ¼ S.7/S.8-1986 LS 13014;

THENCE: N 89°38'16" E Measured (North 89°38'03" East Record) along the East-West midsection line of said Section 8, a distance of 812.97 feet Measured (812.87 feet Record) to a point which bears S 89°38'27" W a distance of 526.08 feet Measured (South 89°38'03" West a distance of 525.43 feet Record) from the Center West 1/16 corner of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped "MUTH LS 13014;

THENCE: S 57°24'55" W, leaving said East-West midsection line, 468.31 feet Measured (South 57°24'55" West 468.86 feet Record) to a 5/8" Rebar-NO ID;

THENCE: S 22°04'51" W 591.10 feet Measured (South 22°04'51" West 590.96 feet Record) a 1/2" Rebar with a Brass Tag Stamped RLS 24516;

THENCE: S 38°19'04" W 370.86 feet Measured (South 38°21'18" West 370.86 feet Record) to a point on the West line of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 01°46'56" E, along said West line, 1086.31 feet Measured (North 01°49'10" East 1086.30 feet Measured) to the **POINT OF BEGINNING**.

ENCLOSES 363,447. SQ.FT. /8.34 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

PARCEL NO. 3

That portion of the NW ¼ and the SW ¼ of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

COMMENCING at the West quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped "T.9 N. R.29 E. ¼ S.7/S.8-1986 LS 13014;

THENCE: N 89°38'20" E 1339.05 feet Measured (North 89°38'03" East 1338.30 feet Record) to the Center West 1/16 corner of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped "S.8 CW 1/16 LS 13014 and the **POINT OF BEGINNING**;

THENCE: N 01°59'59" East Measured (North 02°01'25" East Record) along the North-South 1/16 line of said Section 8, a distance of 920.88 feet Measured (920.54 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014 and which bears S 01°59'26" W a distance of 380.04 feet Measured (South 02°01'25" West a distance of 380.04 feet Record) from the North West 1/16 corner of said Section 8;

THENCE: S 27°26'06" East Measured, leaving said North-South 1/16 line, 417.02 feet Measured (South 27°25'53" East 416.98 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
 THENCE: S 43°57'18" E 549.96 feet Measured (South 43°58'37" East 550.00 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
 THENCE: S 37°34'06" W 309.98 feet Measured (South 37°32'54" West 310.00 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
 THENCE: S 89°24'09" W 111.27 feet Measured (South 89°26'38" West 111.27 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
 THENCE: N 70°18'29" W 81.42 feet Measured (North 70°21'28" West 81.59 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
 THENCE: N 87°24'33" W 231.85 feet Measured (North 87°27'17" West 231.65 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
 THENCE: N 02°39'14" E 54.71 feet Measured (North 02°01'23" East 55.04 feet Record) to the POINT OF BEGINNING.

ENCLOSES 314,657. SQ.FT. / 7.22 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

PARCEL NO. 4

That portion of the SOUTH ½ of the NORTH ½ of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

BEGINNING at the NE 1/16th corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped NE 1/16 S.8 LS 13014;
 THENCE: S 02°25'48" W 821.77 feet Measured (South 02°26'05" West 822.51 feet Record) to the NE corner of that Parcel No. 1 as described in the instrument recorded in Book 783, Pages 431-436, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
 THENCE: N 89°24'32" W 100.20 feet Measured (North 88°52'16" West 100.00 feet Record) to the East corner of that Parcel described in the instrument recorded in Book 783, Pages 444-447, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
 THENCE: N 36°59'02" W, along the Northeasterly line of said Parcel, 518.89 feet Measured (North 37°00'21" East 518.91 feet Record) to the North corner of said Parcel being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
 THENCE: S 65°28'18" W, along the Northwesterly line of said Parcel, 416.73 feet Measured (South 65°26'56" West 417.17 feet Record) to the West corner of said Parcel being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 49°29'24" W 741.64 feet Measured (North 49°28'18" West 741.66 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
 THENCE: N 12°21'06" E 93.02 feet Measured (North 45°14'41" West 67.69 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
 THENCE: N 89°45'14" E 1370.30 feet Measured (North 89°45'28" East 1370.59 feet Record) to the **POINT OF BEGINNING**.

ENCLOSES 659,640. SQ.FT. / 15.14 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

AND

ALONG with a Sixty Foot (60') Easement for Road and Utilities located within the E. 1/2 of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 8;

THENCE: N 02°25'48" E 473.43 feet Measured (North 02°26'05" East 472.64 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 89°24'32" W 30.00 feet Measured (North 88°52'16" West 30.00 feet Record) to the **POINT OF BEGINNING** of the centerline of said Sixty Foot (60')

Easement, lying thirty feet (30') on each side of the following described centerline;
 THENCE: S 02°25'48" W 456.82 feet Measured (South 02°26'05" West 456.32 feet Record);

THENCE: S 57°31'15" W 674.44 feet Measured (South 57°31'41" West 674.43 feet Record) to a point on the Westerly line of that parcel described in the instrument recorded in Docket 783, Pages 431-436, A.C.R. and being the **END** of said centerline.

The sidelines of said Sixty Foot (60") Easement shall commence and terminate at the adjoining.

Project No. 12-069



EXPIRES 09-30-2017

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature:

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

The Abandonment of the unopened portion of County Road #2140 in Alpine

as recorded in (7LS, PG198 APR.)

Request Disc.
+ possible Approval
to

Book 7 Land Surveys page 198 Apache County Record

BOS Meeting Date Requested August 21st 2017

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

AW



APACHE COUNTY ENGINEERING DEPARTMENT

APPLICATION FOR

Right-of-Way Abandonment

Easement Extinguishment

Case No. _____

Date: 09-12-16

DESCRIBE REASON FOR REQUEST See attached.

Applicant: Crespin O. Perez Phone No.: 602-526-6240
 Mailing Address: PO Box 3766
 City: Gilbert State: AZ Zip Code: 85299

LOCATION INFORMATION:
 LEGAL DESCRIPTION: Section 12 Township 5 North, Range 30 East
 Assessor's Parcel Number: 101 - 18 - 002 U
 Location (general) West and South Side Right-
 of-Way/Easement Width and Length: 40' Road
 Name: David T. Perez

Please submit the following with your application:

- COPY OF RECORDED DEED FOR THE PROPERTY
- DESCRIPTION OF RIGHT-OF-WAY/ EASEMENT
- APPLICATION FEE \$500.00
- RETURNED RECEIPTS FROM AFFECTED PROPERTY & UTILITY OWNERS

APACHE COUNTY ROAD ABANDONMENT POLICY

Public roads within Apache County may only be abandoned by the Board of Supervisors if those roads have been properly dedicated to the general public and properly accepted by the Board or by the public. Proper dedication and acceptance means that the dedication and acceptance were accomplished pursuant to Arizona law or the common law. The Board of Supervisors lacks authority to abandon any public road which is not properly dedicated or accepted and will decline to abandon those roads. Any person or persons desiring the Board to abandon a public road must sufficiently prove to the County Engineer and County Attorney that proper dedication and acceptance has been made, prior to any abandonment of a public road.

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:
David T. Perez and Maria Perez
P.O. Box 38
Clifton, AZ 85533

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, we, Crespin Omar Perez and Felicia A. Ramierz-Perez, husband and wife, as grantors, do hereby convey to

David T. Perez and Maria ^{MP}Perez, husband and wife, as community property with right of survivorship, as grantees, the following real property situated in Apache County, Arizona:

SEE EXHIBIT "A" ATTACHED

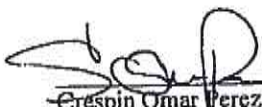

PURSUANT TO ARS 11-1134 (B)(3), exempt from Affidavit and filing fee

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record. And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: April 08, 2015

Grantor:

Refer to Acceptance attached hereto for Grantee signatures and notary acknowledgement


Crespin Omar Perez

Felicia A. Ramierz-Perez

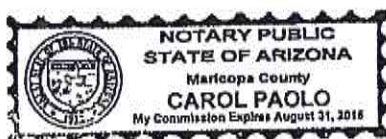
State of ARIZONA) ss:

County of MARICOPA) ss:

On April 9, 2015, before me the undersigned Notary Public, personally appeared Crespin Omar Perez and Felicia A. Ramierz-Perez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carol Paolo My Commission Expires 8/31/2015



Acceptance of Community Property with Right of Survivorship

Each being first duly sworn upon oath each for himself or herself and jointly but not one for the other deposes and says,

THAT I am one of the Grantees named in that certain Deed attached hereto and which is dated April 08, 2015, and executed by Crespin Omar Perez and Felicia A. Ramierz-Perez, husband and wife, as Grantors, to David T. Perez and Maris Perez, husband and wife, as Grantees, and which conveys certain premises described as:

SEE EXHIBIT "A" ATTACHED

APN: 302-96-187

To the Grantees named therein, not as Tenants in Common, not as Community Property Estate, not as Joint Tenants with Full Right of Survivorship, but as Community Property with Full Right of Survivorship.

THAT each of us individually and jointly as Grantees hereby asserts and affirms that it is our intention to accept said conveyance as such Community Property with Full Right of Survivorship and to acquire any interest we may have in said premises under the terms of said Deed as Community Property with Right of Survivorship.

Dated April 08, 2015

David T. Perez
David T. Perez

MP Maria Perez
Maria Perez

State of ARIZONA } ss:

County of Maricopa } ss:

On April 9, 2015, before me the undersigned Notary Public, personally appeared David T. Perez and Maria Perez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carol Paolo My Commission Expires 8/31/2015

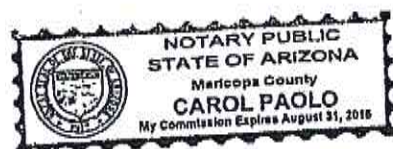


Exhibit A

That part of Section 12, Township 5 North, Range 30 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 12;
 THENCE South 89°45'27" East along the midsection line of said Section 12, a distance of 607 feet to a pin and cap;
 THENCE North 00°57'00" East, a distance of 404.60 feet to the POINT OF BEGINNING;
 THENCE continuing North 00°57'00" East, a distance of 20 feet to a pin and cap;
 THENCE West 37.64 feet to a pin and cap;
 THENCE North 406.46 feet to a pin and cap;
 THENCE East 158.93 feet to a pin and cap;
 THENCE South 439.68 feet to a pin and cap;
 THENCE West 101.79 feet to the POINT OF BEGINNING;

EXCEPT that part thereof described as follows:

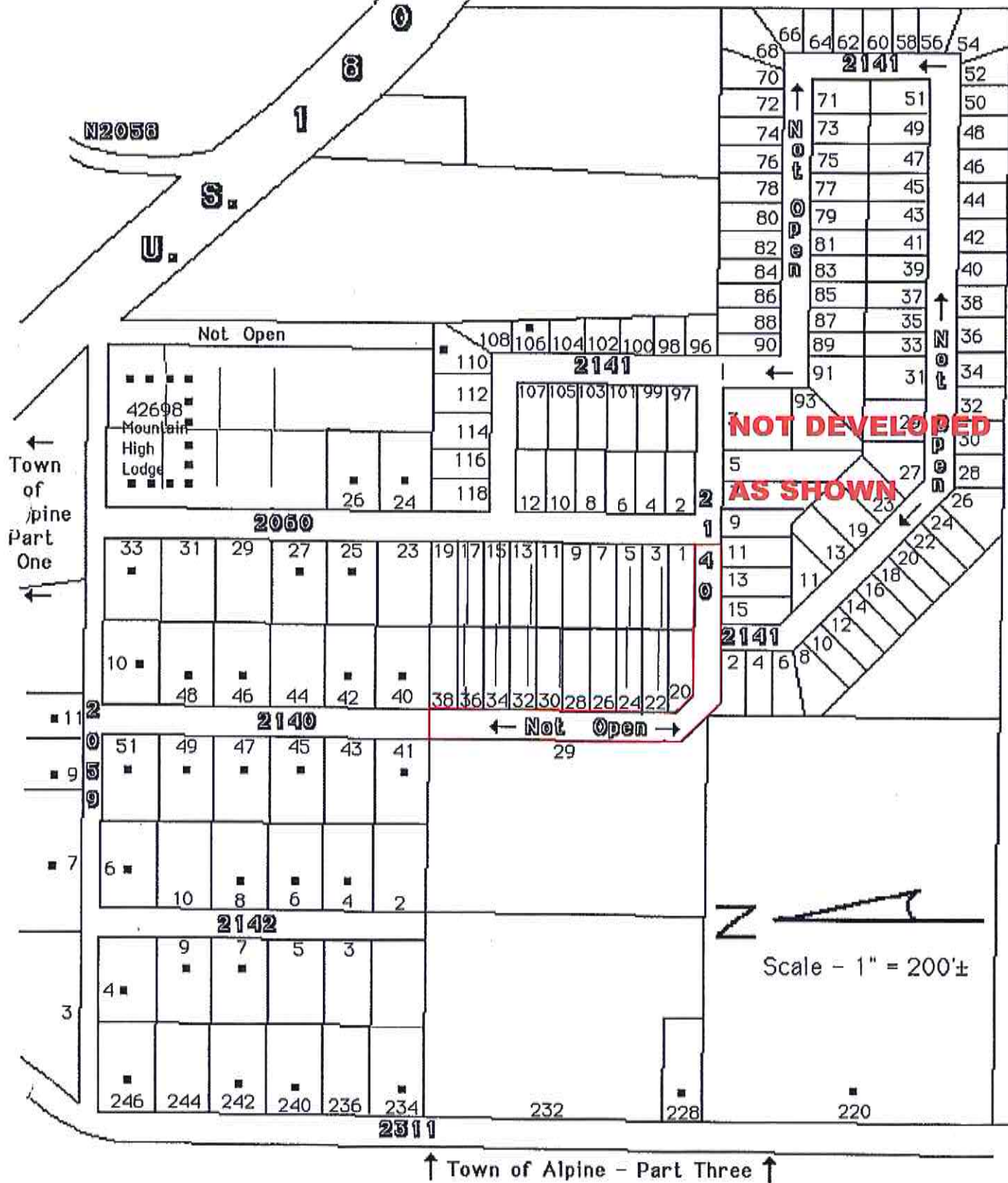
BEGINNING at the West quarter corner of said Section 12;
 THENCE South 89°46'43" East, along the mid-section line of said Section 12, a distance of 607.21 feet (South 89°45'27" East, a distance of 607 feet record) to a pin and cap;
 THENCE North 00°22'13" East along an existing fence line, a distance of 404.80 feet (North 00°57'00" East, 404.60 feet record);
 THENCE continuing North 00°22'13" East along an existing fence line, a distance of 20.00 feet (North 00°57'00" East, a distance of 20.00 feet record) to a fence corner and a pin and cap;
 THENCE South 89°31'42" West, along an existing fence line, a distance of 37.72 feet (West 37.64 feet record) to a fence corner and a pin and cap;
 THENCE North 00°22'04" West, along an existing fence line a distance of 290.94 feet (North record) to the POINT OF BEGINNING;
 THENCE continuing North 00°22'04" West along an existing fence line, a distance of 115.64 feet (North record) to the end of the existing fence line;
 THENCE North 89°44'22" East, a distance of 158.20 feet (East 158.93 feet record) to a fence corner and a pin and cap;
 THENCE South 00°26'17" East (South record), a distance of 115.64 feet;
 THENCE South 89°44'22" West, a distance of 158.34 feet to the POINT OF BEGINNING.

Describe Reason For Request:

This roadway easement was originally designed to be used in the Blue Spruce Phase II plan which was never developed. The unused easement has not been utilized by anyone to my knowledge for over 10 years. The unused easement limits the use of my property unnecessarily and there are not any impending uses proposed to my knowledge.

APACHE COUNTY RURAL ADDRESSING SYSTEM

TOWN OF ALPINE - PART TWO
Addressing Zone 2



BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Angela Romero/Election Department

Date/Signature: 8/7/17 Angela C. Romero

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

1. Request approval to conduct the Round Valley Unified School District Budget Override as an "All Mail" ballot election to be held on November 7, 2017.
2. Request approval and appointment of all tally board workers, replacements centers and Drop boxes for the upcoming November 7, 2017 Election.

BOS Meeting Date Requested 8/21/17

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: Submitted to Doyle Shamley.

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

AW

BOARD ACTION TAKEN

State of Arizona)

Affidavit of Publication

) ss.

County of Apache)

White Mountain Independent

NOTICE AND CALL OF SPECIAL ELECTION TO THE QUALIFIED ELECTORS OF ROUND VALLEY UNIFIED SCHOOL DISTRICT NO. 10 OF APACHE COUNTY, ARIZONA.

A special election has been called by, and will be held in, Round Valley Unified School District No. 10 of Apache County, Arizona (the District), on November 7, 2017 (Election Day). The purpose of the election is to permit the qualified electors of the District to vote on authorizing the District to continue to exceed the revenue control limit specified by law in an amount not to exceed fifteen percent (15%) per fiscal year for fiscal year 2018/19 and the next subsequent six (6) fiscal years thereafter. To fund the continuation of the Districts budget override would require an estimated tax rate of \$0.27 per \$100 of assessed valuation used for secondary property tax purposes, and is in addition to the School Districts tax rate that will be levied to fund the School Districts revenue control limit allowed by law.

The election will be a mailed ballot only election. No polling places will be provided. Ballots will be mailed to qualified electors residing within the District on October 11, 2017. The deadline for ballots to be returned/mailed to the Apache County Records Office is November 7, 2017 at 7:00 p.m. The Apache County Records Office is located at 75 West Cleveland Street / P.O. Box 425, St. Johns, Arizona 85938. If a ballot is destroyed, lost, spoiled or not received, a replacement ballot may be obtained by contacting the Apache County Records Office at 928-337-7832.

The deadline to submit statements to the Apache County Superintendent of Schools for or against the override continuation is August 14, 2017. The last day to register to vote in order to be eligible to vote in this election is Monday, October 9, 2017. Any qualified elector is eligible for early voting. Early voting materials and/or more information about the election may be obtained by contacting Angela Romero at the Apache County Elections Department, P.O. Box 428, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona 85938; telephone: (928) 337-7537.

Published in the White Mountain Independent: July 28, August 4, September 29, October 6, 2017
WMI 0857 F, 4x, 7/28, 8/4, 9/29, 10/6/17e

I, Sally Moreno being first duly sworn, depose and say: I am the agent of the White Mountain Publishing Company, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s)

July 28, 2017
August 4, 2017

White Mountain Independent

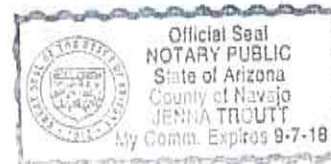
Sally Moreno

Sworn to me this

9th day of August 2017 A.D

Jenna Troutt

Notary Public



Beth Bond

From: Joe Young
Sent: Tuesday, August 8, 2017 2:14 PM
To: Angela Romero; Doyel Shamley
Cc: Beth Bond
Subject: RE: Election . Agenda Item RVUSD

This is good with me. I would prefer they be broken into two separate items though.

From: Angela Romero [mailto:aromero@co.apache.az.us]
Sent: Monday, August 07, 2017 8:20 AM
To: Joe Young; Doyel Shamley
Cc: Beth Bond
Subject: Election . Agenda Item RVUSD

Morning....

For your review and approval to place as an agenda item (Round Valley Unified School District budget override). The RVUSD requested to have an "All Mail" Election.

Angela C. Romero

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 8/7/17 Angela C. Romero

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

1. Request approval to conduct the Round Valley Unified School District Budget Override as an "All Mail" ballot election to be held on November 7, 2017.
2. Request approval and appointment of all tally board workers, replacements centers and Drop boxes for the upcoming November 7, 2017 Election.

_____ BOS Meeting Date Requested 8/21/17

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: Submitted to Doyle Shamley.

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

MW

BOARD ACTION TAKEN

ELECTION BOARD WORKERS

Last Name	First Name	Board(s)
Gordon	Steve	IT
Castillo	Liz	Tally/Duplication
Davis	Tammy	Tally/Duplication
Romero	Franchesca	Tally/Duplication
Smith	Holly	Tally/Duplication

Apache County Replacement Centers/Drop Box Master List

Round Valley Unified School District - "All Mail" Ballot Election

Election: November 7, 2017

Replacement Centers and or Drop Box		Physical Address		Phone No.
Name				
Apache County Recorder's Office	Recorder's Office	Replacement Center & Drop Box	75 West Cleveland Street St. Johns AZ 85936	928-337-7516
Apache County Recorder's Office - Springerville	Recorder's SUB Office	Replacement Center & Drop Box	323 S Mountain Ave Springerville AZ 85936	928-337-7516

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

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

County Attorney: Discussion and possible approval of the Office of the Arizona Attorney General Victims' Rights Program award agreement No. A.G. #: 2018-001 in the amount of \$26,800.00, for FY 2018 with no matching funds required.

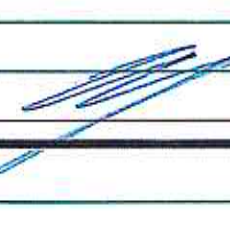
BOS Meeting Date Requested August 21, 2017

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

 8-10-17

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

MBW

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Beth Bond

From: Stephanie McCarthy
Sent: Thursday, August 10, 2017 4:07 PM
To: Beth Bond
Subject: Agenda Item (8/21/17)
Attachments: doc18985020170810161335.pdf

Beth,

Will you please include the attached agenda item on the BOS agenda for the August 21st meeting?

Thanks,

Steph

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

From: donotreply@apachelaw.net [mailto:donotreply@apachelaw.net]
Sent: Thursday, August 10, 2017 4:14 PM
To: Stephanie McCarthy
Subject:

TASKalfa 5551ci
[00:c0:ee:3d:41:94]



State of Arizona
Office of the Attorney General
FY 2018 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2018-001

RECIPIENT

<i>Name:</i>	Apache County Attorney's Office
<i>Contact:</i>	Yvette Greer
<i>Address:</i>	P.O. Box 637, St. Johns, AZ 85936
<i>Award Amount:</i>	\$26,800.00
<i>Purpose:</i>	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-118 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund

This AGREEMENT is made this first day of July 2017, by and between the Arizona Attorney General, and the Apache County Attorney's Office, the "Contractor", to commence on July 1, 2017 and terminate June 30, 2018. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$26,800.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7.
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$26,800.00 award budget as follows:

Personnel:	\$18,828.00	ERE/Benefits:	\$7,972.00
Title:	Legal Assistant	Percent:	20%
Title:	Legal Program Coordinator	Percent:	3%
Title:	Legal Secretary	Percent:	3%
Title:	Legal Assistant	Percent:	36%
Consulting:	\$0.00		
Operating:	\$0.00		
Equipment:	\$0.00		

- C. To complete and submit, on or before August 11, 2017, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2018 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 11, 2017, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2018, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL: _____
Jerry Connolly, Procurement Manager

Date:

FOR THE CONTRACTOR:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:

Legal Counsel (if applicable)

Date:


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manger _____

Date/Signature: _____

8/17/17 

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 allow Franchesca Romero to continue to use donated time beyond the 480 hours up to the time she receives her long-term disability benefits.

BOS Meeting Date Requested 8/21/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____



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

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

BOS Meeting Date Requested 8/21/17

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 _____

