



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

August 4, 2014

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

Invocation by Invitation.
Pledge of Allegiance.

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

August 4, 2014

1. Discussion and possible approval of a lease agreement for FY 2014-2015 between the Apache County Library District and the Vernon Domestic Water Improvement District.
2. Discussion and possible approval for Fiscal Year 2014-2015 to dispose of materials that have been donated to or withdrawn from our library collections, by offering them for sale at each of the library facilities.
3. Discussion and possible approval for Fiscal Year 2014-2015 to dispose of books that have been donated to or withdrawn from our collections, but which have not sold in the course of three months, by delivering them to Better World Books for sale. All proceeds will benefit the children's summer reading programs.

4. Discussion and possible approval for Fiscal Year 2014-2015 to make available to other libraries, local schools, senior centers, Boys and Girls Clubs, and prisons, discarded library materials and gift materials which are out of the scope of our collections.
5. Discussion and possible approval to authorize Judith Pepple or other library district employee blanket authority for Fiscal Year 2014-2015 to accept donations to our libraries in amounts up to \$1,000.
6. Discussion and possible approval to subscribe to OCLC World Cat Discovery Service, also known as FirstSearch for FY 2014-2015 in the amount of \$2173. This electronic service will allow library staff to search for, locate and borrow materials for our patrons which the library district does not collect or own.
7. In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.
8. In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
August 4, 2014**

1. Discussion and possible approval of the Intergovernmental Agreement between the Jail District and the Department of Public Safety regarding State Gang Task Force Detention Liaison Officer Program. This is an annual renewal of an ongoing contract since 2007.
2. In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.
3. In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
August 4, 2014**

1. In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.
2. In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY FLOOD CONTROL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
August 4, 2014**

1. In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.
2. In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JUVENILE JAIL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
August 4, 2014**

1. In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.
2. In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

**NOTICE OF PUBLIC MEETING AND
AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
August 4, 2014**

1. Following a public hearing, Discussion and possible approval of 2014-2015 Final Budget concurrently with the Special District meetings of Jail District, Juvenile Jail District, Public Health Services District, Flood Control District and Library District and notification of the Truth in Taxation increase.
2. Community Development Department: Discussion and possible consideration of approval of a Vicinity Plan and Preliminary Plat for CK Cabins Condominium Subdivision. Property is located at 84 North Main Street in Greer, Arizona Parcel # 102-08-021A. this was unanimous approved by the Planning and Zoning Commission.
3. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated July 7, 2014 and July 15, 2014.
- *B. Request approval of demands dated July 15, 2014 to August 4, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
- *C. Request approval of a Liquor License Extension of Premises/Patio Permit application recommendation for Dick Bruneau, Snowy Mountain Inn, located at 38721 Route 373 in Greer for an event on September 20, 2014.
- *D. District II: Request authorization to purchase furniture for the Sawmill Chapter House utilizing District II funds, at a not to exceed cost of \$2,000.

Personnel Items:

- *E. District II: Discussion and possible approval to increase the salary of Paula Claw to \$64,722.00. Paula Claw retroactive to June 23, 2014. Ms. Claw comes to Apache County with two masters degrees and supervisory experience. This is the same starting salary as the District Manager's salary in District I.

4. County Manager: Recognize August as Child Support Awareness Month.
5. County Manager: Discussion and possible appointment of Yvonne Stalling as the interim Public Fiduciary working under the direction of The County Attorney's Office.
6. County Engineer: Discussion and possible approval of a Memorandum of Understanding between Apache County and Tucson Electric Power to permit and participate in the reconstruction of County Road 4162.
7. Sheriff's Office: Following an update on the San Juan Fire, discussion and possible action related to the current state of emergency that was put into effect June 27, 2014.
8. Sheriff's Office: Discussion and possible approval of Agreement DC-15-001 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$235,316.00. The Grant required a 25% match that will be paid utilizing RICO funds.
9. County Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Victim Compensation Grant Agreement #VC-15-049 in the amount of \$65,778.00.
10. County Attorney's Office: Discussion and possible approval of the letter drafted by the County Attorney and under direction of the Board of Supervisors requesting the State Liquor Board deny the transfer of liquor license #09010003 and #09010016.
11. County Attorney's Office: Discussion of Open meeting Law updates and efforts to remain in compliance with such laws.
12. Treasurer's Office: Discussion and possible approval of a new line of revolving credit for Northern Apache County Special Health Care District in the amount of \$210,000.00.
13. Treasurer's Office: Discussion and possible approval of abatement of Personal Property Taxes in the amount of \$1,134,961.38 for all past due amounts from 2010 through 1981. Pursuant to ARS§42-18351, the cost of pursuing the statutory lien sale and collection procedures or the sale of lands under Article 7 of this chapter or the cost of the seizure and sale of personal property pursuant to section 42-18401 would equal or exceed the revenue that could be derived.
14. Malena Bazarro, Grant Manager: Discussion and possible approval of a Crew Use Agreement between Apache County and Arizona State Forestry for work under the WBB1 10-601 project in Crosby Acres.
15. Larry Lucero, Tucson Electric Power: Update of UNS Energy Corporation being acquired by Fortis and the transaction and benefit of the change.

16. 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: 7/31/14 at 8:00 a.m. p.m. by DS.

Delwin Wengert

Delwin Wengert, Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: July 23, 2014 *Judith Pepple*

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

Discussion and possible approval of a lease for FY 2014-2015 between the Apache County Library District and the Vernon Domestic Water Improvement District.

BOS Meeting Date Requested August 4, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: *Judith Pepple*

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Vernon Domestic Water Improvement District, Vernon, Arizona

LEASED PREMISES

In consideration of the covenants herein made, Lessor does lease to Lessee a portion of the building formerly known as the old Vernon School, which portion includes the entrance and the office on the northeast side of the building, and shared use of the men's and women's restrooms on the following described property:

VERNON TOWNSITE LOTS 2 & 3 BLK 10, APN 106-44-020

TERM

This lease shall be for a term of one (1) year commencing on the 1st day of July, 2014, and expiring on the 30th day of June, 2015.

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$25.00 per month, with the first payment to occur on or before the 1st day of July, 2014. Thereafter, rent shall become due and payable on the first day of every month.

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

BREACH

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

USE OF PREMISES

Lessee agrees to use the leased premises for the purpose of establishing an office for the Vernon Domestic Water Improvement District to conduct business and hold meetings. Lessee shall not substantially change from such type of business operations without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

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

INSPECTION OF PREMISES

From time to time during the existence of this Lease, Lessor shall have the right, at a reasonable time and upon reasonable notice to the Lessee and without interfering with the business of the Lessee, to enter and show the Leased Premises to any prospective buyer, mortgagees, or potential Lessees.

MAINTENANCE OF PREMISES

Lessee shall, during the term of the tenancy, maintain the interior of said premises in good and sanitary order, condition and repair; Lessor shall provide routine maintenance of the hallway, restrooms and grounds.

Lessee shall not make such alterations, additions, or improvements in such parts of the leased premises without the express permission of the Lessor. Lessee shall inform the Lessor in the event the leased premises needs regular or routine maintenance and the Lessor shall assume all costs associated with those necessary repairs. Lessee hereby waives the right to make repairs at the expense of the Lessor.

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

TERMINATION OF AGREEMENT

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

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

DESTRUCTION OF PREMISES

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

UTILITIES

Lessor shall be liable for electricity, gas, and water utility expenses associated with the leased premises. Lessee shall assume responsibility for telephone, internet, and garbage collection.

SIGNAGE

Lessee shall be allowed to place reasonable signage on the exterior of the building which designates the names of the Lessee. However, no signage may be placed on the building which would permanently alter the exterior appearance of the building, and the Library District reserves the right to approve any signage before it is permanently affixed.

INSURANCE

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

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

MEDIATION AND JURISDICTION

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

ENTIRE AGREEMENT

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


MODIFICATION

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

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

Executed this ____ day of _____, 2014, at Apache County, Arizona.

TOM WHITE, JR.
Chairman, Apache County Library Board



JUDY HUNTER
President, Vernon Domestic Water
Improvement District Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitters Name: Library District, Judith Pepple

Date/Signature: June 30, 2014

Judith Pepple

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

Discussion and possible approval for Fiscal Year 2014-2015 to dispose of materials that have been donated to or withdrawn from our library collections, by offering them for sale at each of our library facilities.

BOS Meeting Date Requested ~~07/15/2014~~ *August 4, 2014*

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: *[Signature]*

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

INVENTORY OF GIFTS AND DISCARDED MATERIALS

Library:	Apache County Library District			
Month and year:	July - September 2013			
	GIFTS DISCARDED	GIFTS DISCARDED	LIB. COLL. DISCARDED	LIB. COLL. DISCARDED
	Paperbacks	Hard covers	Paperbacks	Hard covers
Damaged/poor condition	408	335	24	67
Duplicates	38	33	5	16
Low demand/interest	337	205	346	1026
Out of date	93	133	1	4
Out of scope	718	242		
TOTALS	1594	948	376	1113
	GIFT VIDEOS/DVDs	226	LIB. COLL. VIDEOS/DVDs	176
	GIFT AUDIOS/CDs	15	LIB. COLL. AUDIOS/CDs	87
	GIFT MAGAZINES	466	LIB. COLL. MAGAZINES	233
	GIFT PUZZLES	7	LIB. COLL. PUZZLES	
	GIFT SOFTWARE		LIB. COLL. SOFTWARE	

INVENTORY OF GIFTS AND DISCARDED MATERIALS

Library:	Apache County Library District			
Month and year:	October - December 2013			
	GIFTS DISCARDED	GIFTS DISCARDED	LIB. COLL. DISCARDED	LIB. COLL. DISCARDED
	Paperbacks	Hard covers	Paperbacks	Hard covers
Damaged/poor condition	240	217	22	77
Duplicates	24	41		
Low demand/interest	347	111	377	703
Out of date	161	53	36	185
Out of scope	145	35		
TOTALS	917	457	435	965
		504	LIB. COLL. VIDEOS/DVDs	145
		25	LIB. COLL. AUDIOS/CDs	52
		540	LIB. COLL. MAGAZINES	329
		19	LIB. COLL. PUZZLES	
			LIB. COLL. SOFTWARE	

INVENTORY OF GIFTS AND DISCARDED MATERIALS

Library:	Apache County Library District			
Month and year:	January - March 2014			
	GIFTS DISCARDED	GIFTS DISCARDED	LIB. COLL. DISCARDED	LIB. COLL. DISCARDED
	Paperbacks	Hard covers	Paperbacks	Hard covers
Damaged/poor condition	99	50	108	396
Duplicates	77	34	3	55
Low demand/interest	146	105	117	447
Out of date	185	71	23	23
Out of scope	253	117		25
TOTALS	760	377	251	946
	GIFT VIDEOS/DVDs	68	LIB. COLL. VIDEOS/DVDs	84
	GIFT AUDIOS/CDs	29	LIB. COLL. AUDIOS/CDs	57
	GIFT MAGAZINES	303	LIB. COLL. MAGAZINES	405
	GIFT PUZZLES	91	LIB. COLL. PUZZLES	
	GIFT SOFTWARE		LIB. COLL. SOFTWARE	

INVENTORY OF GIFTS AND DISCARDED MATERIALS

Library:	Apache County Library District			
Month and year:	April - June 2014			
	GIFTS DISCARDED	GIFTS DISCARDED	LIB. COLL. DISCARDED	LIB. COLL. DISCARDED
	Paperbacks	Hard covers	Paperbacks	Hard covers
Damaged/poor condition	166	55	102	179
Duplicates	87	41	4	11
Low demand/interest	479	263	578	527
Out of date	61	12	3	13
Out of scope	83	39		
TOTALS	876	410	687	730
	GIFT VIDEOS/DVDs	173	LIB. COLL. VIDEOS/DVDs	84
	GIFT AUDIOS/CDs	122	LIB. COLL. AUDIOS/CDs	141
	GIFT MAGAZINES	475	LIB. COLL. MAGAZINES	234
	GIFT PUZZLES	36	LIB. COLL. PUZZLES	
	GIFT SOFTWARE		LIB. COLL. SOFTWARE	

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: June 30, 2014

Judith Pepple

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

Discussion and possible approval for Fiscal Year 2014-2015 to dispose of books that have been donated to or withdrawn from our collections, but which have not sold in the course of three months, by delivering them to Better World Books for sale. All proceeds will benefit children's reading programs.

BOS Meeting Date Requested ~~07/15/2014~~ August 4, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: *[Signature]*

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, Item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: June 30, 2014

Judith Pepple

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

Discussion and possible approval for Fiscal Year 2014-2015 to make available to other libraries, local schools, senior centers, Boys and Girls Clubs and prisons discarded library materials and gift materials which are out of scope for our collections.

BOS Meeting Date Requested ~~07/15/2014~~ August 4, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: *[Signature]*

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: June 30, 2014 *Judith Pepple*

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 authorize Judith Pepple or other library district employee blanket authority for Fiscal Year 2014-2015 to accept donations to our libraries in amounts up to \$1000.

BOS Meeting Date Requested ~~07/15/2014~~ *August 4, 2014*

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: *[Signature]*

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: Judith Pepple July 15, 2014

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

Discussion and possible approval to subscribe to OCLC WorldCat Discovery Services, also known as FirstSearch, for FY 2014-2015 in the amount of \$2173. This electronic service will allow library staff to search for, locate, and borrow materials for our patrons which the library district does not collect or own.

BOS Meeting Date Requested August 4, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, Item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: **Library District, Judith Pepple**

Date/Signature: Judith Pepple July 15, 2014

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

Discussion and possible approval to subscribe to OCLC WorldCat Discovery Services, also known as FirstSearch, for FY 2014-2015 in the amount of \$2173. This electronic service will allow library staff to search for, locate, and borrow materials for our patrons which the library district does not collect or own.

BOS Meeting Date Requested August 4, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

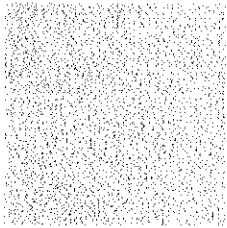
Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials _____

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Thursday, July 10, 2014 10:07 AM
To: Judith Pepple
Subject: RE: OCLC FirstSearch--Time sensitive

Judith, this is a good question, but I have generally held in regards to other situations like this that it does need to be approved by the board. The terms and conditions are contractual in nature, and only the board has the ability to enter into contracts.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Wednesday, July 09, 2014 12:43 PM
To: Joe Young
Subject: OCLC FirstSearch--Time sensitive



Dear Joe,

OCLC has given the library district a grace period to use their service through July 31, 2014. Will you please review the attached materials and let me know whether our direct subscription to this service requires me to obtain Board authorization first? The total cost of the subscription falls under the Board threshold. I'm simply not certain if the "contract—terms and conditions" requires Board authorization.

Thank you for your help with this.
Judith

Judith M. Pepple
Apache County Library District

From: Judith Pepple
Sent: Thursday, July 03, 2014 10:12 AM
To: Joe Young
Subject: OCLC FirstSearch

Dear Joe,

On July 1, 2014 the Arizona State Library cancelled its statewide subscription to OCLC FirstSearch.

Our libraries use this electronic service to search for materials for patrons. It allows us to search by author, title, subject and format so we can attempt to borrow materials that our libraries do not own. It is a backbone of our interlibrary loan service. Without access to the FirstSearch/Discovery database, our staff's ability to provide interlibrary loan services is severely limited.

I contacted OCLC in order to determine whether we could afford an annual subscription to this service. They sent me a quote in the amount of \$2173 and a contract which includes several pages of terms and conditions for their service. I have attached pdfs of both for your convenience.

Will you please review the attachments and let me know whether I may sign and submit the individual institution order/contract or whether I am required to submit the individual institution order/contract to the Board of Supervisors for their authorization?

Thank you for your help with this matter.
Judith

*Judith M. Pepple, Director
Apache County Library District
30 South 2nd West
PO Box 2760
St. Johns, Arizona 85936-2760*

928-337-4923 voice
928-337-3960 fax

Apache County Library District

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

SOLE SOURCE VENDOR

On July 1, 2014 the Arizona State Library cancelled its statewide subscription to OCLC FirstSearch. Our library staff uses this electronic service to search for and locate materials for our patrons. It allows us to search by author, title, subject and format so we can attempt to borrow materials that our libraries do not collect or own. It is critical to our interlibrary loan service. Without access to the FirstSearch/Discovery database, our staff's ability to provide interlibrary loan services is severely limited.

I contacted OCLC in order to determine whether we could afford an annual subscription to this service. They sent me a quote in the amount of \$2173. In the meantime OCLC has given the library district a grace period to use their service through July 31, 2014.

Since no other vendor offers this service or a comparable product, OCLC FirstSearch, which will be known as WorldCat Discovery January 1, 2016, is a sole source vendor. Therefore it is impossible to request or obtain competitive bids. We did receive a short discount in the amount of \$107 on our annual subscription because the library district is a member of Amigos Library Services.



Use this form to order WorldCat Discovery Services, add options to an existing WorldCat Discovery subscription, or order WorldCat Discovery Services with options.

Note: If you have not received a price quote, please use the [WorldCat Discovery Services Quote Request form](#).

DATE			
MONTH July	DAY 14	YEAR 2014	

YOUR INFORMATION			
INSTITUTION NAME Apache County Library District			
OCLC BILLING PARTNER OCLC		OCLC SYMBOL FV6	
CONTACT NAME (first, last) Judith Pepple		JOB TITLE Director	
ADDRESS ONE PO Box 2760		TELEPHONE NUMBER 928-337-4923	
ADDRESS TWO 30 South 2nd West		FAX NUMBER 928-337-3960	
CITY St. Johns	STATE OR PROVINCE Arizona	ZIP OR POSTAL CODE 85936-2760	
COUNTRY OR REGION United States		EMAIL jpepple@co.apache.az.us	

BILLING INFORMATION (if different from above)			
INSTITUTION NAME			
OCLC BILLING PARTNER Please select:		OCLC SYMBOL	
CONTACT NAME (first, last)		JOB TITLE	
ADDRESS ONE		TELEPHONE NUMBER	
ADDRESS TWO		FAX NUMBER	
CITY	STATE OR PROVINCE	ZIP OR POSTAL CODE	
COUNTRY OR REGION Please select:		EMAIL	

Continue to Page 2

WORLDCAT DISCOVERY SERVICES ORDER INFORMATION

I want the **WorldCat Discovery Services** options checked below.

Note: If you have not received a price quote, please use the [WorldCat Discovery Services Quote Request form](#).

WorldCat Discovery

Remote database search (option)

Real-time availability status (option) **Note:** If checked, please fill out the information below.

ILS PROVIDER

Polaris

WHAT PREFIX DO YOU USE TO REPRESENT OCLC NUMBERS?

ocm/ocn (OCoLC) None Other

ARE THE OCLC NUMBERS IN YOUR LOCAL MARC RECORDS PADDED (using leading 0's for numbers with 7 or fewer digits)?

Yes No

WHAT IS THE INDEX TERM THAT IS USED TO SEARCH BY OCLC NUMBER IN YOUR OPAC? (For example, .GW, UTILEX, CNTRLX, o, .KW, etc.)

Not applicable

WHAT WORDING IN YOUR OPAC REPRESENTS AVAILABLE/ON-SHELF ITEMS?

in

WHAT WORDING IN YOUR OPAC REPRESENTS CHECKED-OUT ITEMS?

out

PROVIDE A TITLE OF A MONOGRAPH THAT IS CURRENTLY AVAILABLE FOR CHECKOUT

The complete idiot's guide to Social Security and Medicare

PROVIDE A TITLE OF A MONOGRAPH THAT IS CURRENTLY CHECKED OUT

Mr. Mercedes : a novel

PROVIDE A TITLE OF A MONOGRAPH THAT IS A NON-CIRCULATING ITEM (i.e., from your reference collection)

The World Book encyclopedia (2013)

IF YOU USE EXLIBRIS ALEPH, POLARIS, OR KOHA: WHAT IS YOUR Z39.50 SERVER ADDRESS?

207.108.137.180

IF YOU USE EXLIBRIS ALEPH, POLARIS, OR KOHA: WHAT IS YOUR Z39.50 PORT?

80

IF YOU USE EXLIBRIS ALEPH, POLARIS, OR KOHA: WHAT IS YOUR DATABASE NAME?

catalog.gila.lib.az.us

IF YOU USE EXLIBRIS ALEPH, POLARIS, OR KOHA: TO WHICH Z39.50 ATTRIBUTE IS YOUR LOCAL MARC FIELD THAT CONTAINS THE OCLC NUMBER MAPPED? (Typical attributes are 1007, 1016, 12, or 2011.)

035 a

Group- or consortium-view of available resources (option)

Note: If checked, please fill out the information below. Requires purchase of the **Real-time Availability Status** option.

OCLC SYMBOLS OF THE LIBRARIES TO INCLUDE IN YOUR RELEVANCY GROUP [Directory of OCLC Libraries](#)

GROUP NAME TO DISPLAY IN WORLDCAT DISCOVERY

Customized traffic and usage reports (option) **Note:** If checked, please fill out the information below.

E-MAIL ADDRESS TO WHICH THE ACCOUNT USER NAME AND PASSWORD IS ASSIGNED

Note: One account per library. You may want to create a statistics e-mail address that can be shared by any appropriate staff.

Continue to Page 3

WORLDCAT DISCOVERY SERVICES ORDER INFORMATION

I want the **WorldCat Discovery Services** options checked below. (Continued)

Management of course reserves or reading lists (option) **Note:** If checked, please fill out the information below.

COURSE MANAGER PERMISSION

LIST STAFF MEMBER NAMES AND E-MAIL ADDRESSES WHO SHOULD BE ABLE TO CREATE/DELETE/MODIFY COURSES

COURSE MAINTAINER PERMISSION

LIST STAFF MEMBER NAMES AND E-MAIL ADDRESSES WHO SHOULD BE RESTRICTED TO ADDING/DELETING ITEMS FROM EXISTING COURSES ONLY

PAYMENT OPTION

INVOICING

Invoice me on my OCLC bill. Invoice me separately from my other OCLC services.

AUTHORIZATION

DO YOU AFFIRM THAT YOU ARE AUTHORIZED TO SUBMIT THIS ORDER FORM AND THEREBY ORDER WORLDCAT DISCOVERY SERVICES OR OPTIONS OR BOTH ON BEHALF OF THE INSTITUTION, AND DO YOU AGREE TO THE WORLDCAT DISCOVERY SERVICES TERMS AND CONDITIONS?

Yes No

NAME (first, last)

Judith Pepple

JOB TITLE

Director

E-MAIL

jpepple@co.apache.az.us

COMMENTS /QUESTIONS

Continue to Service Terms and Conditions

WorldCat® Discovery Service Terms and Conditions

Institution (as defined below) may order the WorldCat Discovery Service (the "Service") by completing the relevant portions of the WorldCat Discovery Service Order Form (the "Order Form") and agreeing to these OCLC WorldCat Discovery Service Terms and Conditions (these "Terms" or, together with the Order Form, this "Agreement"). Institution's use of the Service is governed by these Terms. OCLC reserves the right, within its sole discretion, to determine eligibility to subscribe to the WorldCat Discovery Service or portions of the WorldCat Discovery Service, as applicable.

1. DEFINITIONS

A. "Authorized User(s)" means End-Users of Institution's library accessing the Service while in the library or by remote access, provided that access for certain Service functionality requires the Authorized User to be authenticated using a current, authorized library card or other library-controlled or third party-controlled authorization before accessing such Service functionality.

B. "Data" means bibliographic data and other information (including, without limitation, text, images and other content contributed to the Service or WorldCat.org Services by users) made available by OCLC or its suppliers through the Service or WorldCat.org Services.

C. "Database(s)" means those OCLC and/or 3rd party databases made available through the Service.

D. "End-User" means: (i) an employee of Institution; and (ii) an end-user to whom Institution makes its library services available, including on the open Web.

E. "Enriched Content" means content, such as certain reviews or cover art, available through the Service that has been added, added to or improved within the Service.

F. "Institution" means the entity which subscribes to or is granted access to the Service.

G. "Other OCLC Service" means any additional services that OCLC may make available through the Service from time to time and which may or may not need to be specifically ordered and subscribed to by Institution.

H. "Other OCLC Service Terms" means terms and conditions for a service OCLC may make available through the Service, which will be available to End-Users via a link appearing in the Other OCLC Service interface.

I. "Schedule" means a mutually agreed upon schedule for Institution's performance of the responsibilities set forth in Section 4.A below.

J. "Service" means the WorldCat Discovery Service as made available by OCLC.

K. "Service Options" means optional, add-on functionality that Institution may order, if applicable. Once functional, Service Options are part of the Service.

L. "Specifications" means applicable Service documentation or, in the absence of such documentation, OCLC's then-current, published product descriptions for the Service.

M. "WorldCat" means the OCLC online union catalog, an electronic database of bibliographic records and other information maintained by OCLC

N. "WorldCat.org Terms" means the OCLC WorldCat.org Services Terms and Conditions which are available to End-Users via a link appearing on the Service interface.

O. "WorldCat.org Services" means the Data and other services made available by OCLC through the Service.

2. AVAILABILITY AND USE OF THE SERVICE

A. OCLC agrees to provide the Service substantially in accordance with Specifications.

B. OCLC may, within its sole discretion, determine, add to, delete from or change at any time (i) which Enriched Content, Data and Databases are available by means of the Service; and (ii) the Specifications, features and/or functionality of the Service, and/or WorldCat.org Services. In the event any such determination, addition, deletion or change (i) materially reduces Institution's rights with respect to the Service or WorldCat.org Services; or (ii) results in Institution's local library system no longer being compatible with or supported by the Service and such incompatibility or lack of support cannot be resolved through OCLC's commercially reasonable efforts, Institution may terminate this Agreement as provided for in Section 5. C.

C. OCLC grants Institution a nonexclusive, nontransferable right to provide End-Users (or Authorized Users only where applicable) with access to the Service, WorldCat.org Services, and Other OCLC Services through the Service interfaces. Use of WorldCat.org Services by End-Users is governed by the WorldCat.org Terms. Use of any Other OCLC Service is governed by Other OCLC Service Terms.

D. Institution shall exercise commercially reasonable efforts to prevent unauthorized use of the Service or WorldCat.org Services, shall provide OCLC with prompt written notice of any unauthorized use of the Service or WorldCat.org Services of which Institution becomes aware, and provide OCLC with such assistance as is reasonably requested by OCLC to halt such unauthorized use.

3. DATABASES AND ENRICHED CONTENT

A. Data, Databases and Enriched Content available through the Service and the Service itself are subject to OCLC and/or third-party claims of copyright and other rights and may be subject to supplemental terms and conditions. Certain Databases may only be accessed by End-Users or Authorized Users if Institution subscribes to that respective Database through a third party.

B. End-Users may make one (1) copy per screen display of Data or Enriched Content accessed via the Service for Institution's or Authorized User's internal or personal, non-cataloging and noncommercial purposes. Data may not be stored other than temporarily as required for use authorized by this paragraph and shall not be otherwise transferred to, shared with or accessed by any other person not an Authorized User.

C. Institution and End-Users acquire no ownership or intellectual property rights in or to any Data provided by the Service. No part of any Data or Enriched Content provided by the Service may be disclosed, reproduced, transferred or transmitted in any form without the prior written consent of OCLC except as expressly permitted by these Terms. Use of the Service for cataloging purposes is expressly prohibited. Institution may not resell the Service or the Data and Enriched Content accessible through the service. Usernames and passwords will be restricted to accessing that Data, Databases and Enriched Content available via the Service for which Institution has a currently paid-up subscription. Institution shall not omit, obscure or hide from any End-User any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret or usage limitation or any logo, splash screen or any other terms and/or conditions intended to be displayed to an End-User by OCLC or any database supplier thereto.

4. INSTITUTION'S RESPONSIBILITY

A. In preparation for activation of the Service, Service Options (if applicable) and WorldCat.org Services during the term of this Agreement, Institution agrees to perform basic tasks as further detailed in the Specifications.

B. Institution shall provide OCLC with such assistance and access to Institution's computer systems (including Institution's local library system) as is reasonably requested by OCLC to support the proper functioning of the Service and WorldCat.org Services. Institution is responsible for backing-up all existing data, software, and programs before receiving such support from OCLC.

C. Institution agrees that OCLC's obligations to provide the Service and WorldCat.org Services hereunder are expressly conditioned upon: (i) Institution's performance of tasks as set forth in the Specifications in accordance with the Schedule; and (ii) Institution's timely cooperation and assistance as described in Section 4.B above. Institution's failure to so perform these tasks and/or provide this cooperation and assistance may result in OCLC's inability to provide Service, Service Options and WorldCat.org Services. OCLC shall have no liability as a result of its inability to provide the Options and/or WorldCat.org Services as a result of Institution's failure to perform its responsibilities in accordance with the Schedule or provide timely cooperation and assistance as required above.

5. INSTITUTION'S LOCAL LIBRARY SYSTEM

PLEASE NOTE: This Section 5 applies only if Institution orders Service Options.

A. Certain Service Options and WorldCat.org Services function properly only when interacting with a local library system which is compatible with and supported by the Service. A list of local library systems which are compatible with and supported by the Service is available from OCLC. Prior to placing its order, Institution should verify that its local library system is compatible with and supported by the Service.

B. Institution agrees to provide OCLC with at least ninety (90) days prior written notice of any material changes to its local library system. Provided Institution has paid the system change fee referenced in Section 7.B. below, OCLC will use its commercially reasonable efforts to accommodate such changes as they relate to delivery of the Service. Subject to OCLC's obligation to exert its commercially reasonable efforts pursuant to Section 2.B above and this Section 5.B, Institution agrees that OCLC's obligation to provide the Service, Service Options and WorldCat.org Services hereunder is expressly conditioned upon Institution's ongoing use of a local library system that is compatible with and supported by the Service.

C. In the event Institution's local library system is or becomes incompatible with or unsupported by the Service at any time during the term of this Agreement (as a result of changes to Institution's local library system, the Service or otherwise) and OCLC's commercially reasonable efforts (if required) are insufficient to resolve the incompatibility or the lack of support, either OCLC or Institution may terminate this Agreement upon written notice to the other party. In the event of such termination, Institution shall be entitled to a prorata refund of the annual subscription fee it has paid for the Service. OCLC's obligation to issue such refund and Institution's right to receive such refund constitute OCLC's sole and exclusive liability and Institution's sole and exclusive remedy in connection with Institution's failure to receive the Service and/or WorldCat.org Services due to incompatibility or lack of support between the Service/WorldCat.org Services and Institution's local library system.

6. SUPPORT

A. During preparation for implementation of the Service and for thirty (30) days after activation of the Service (i.e., the date on which the Service and WorldCat.org Services are first made available to End-Users through the Service), OCLC will provide Institution with reasonable levels of assistance to configure the Service. Thereafter, changes to Service configuration are limited to those that can be made by Institution using the administrative module provided by the Service. Institution may contact OCLC's Help Desk for assistance using the administrative module. Except to the extent Institution's employees are the recipients of the support described in this Section 6, OCLC has no obligation to provide support services to End-Users.

7. FEES

A. Within forty-five (45) days after the date of invoice, Institution shall pay to OCLC (or, if applicable, Institution's regional service provider) the applicable annual subscription fee, implementation fee (if any) and system change fee (if any) for the Service. Fees are exclusive of taxes and Institution shall pay any such taxes

invoiced from which Institution is not exempt other than taxes on OCLC's net income. Accounts not paid within thirty (30) days after the date of invoice shall be deemed delinquent and are subject thereafter to interest charges of twelve percent (12%) per annum on the unpaid balance. OCLC reserves the right to suspend availability of the Service and WorldCat.org Services to a delinquent account with prior notice. Payments shall be made in United States dollars unless otherwise required by OCLC for non-U.S. Institutions as indicated in invoices, price lists, or other written notices.

B. In cases where a change to Institution's local library system requires OCLC to perform services to accommodate the change in connection with delivery of the Service or Service Options, OCLC may charge and Institution shall pay OCLC's then-current system change fee.

8. TERM AND TERMINATION

A. This Agreement for the Service shall commence on the date OCLC accepts Institution's order for the Service (or such other date indicated by OCLC in writing). Unless terminated in accordance with these Terms, this Agreement shall automatically renew annually and Institution shall be invoiced accordingly [No less than sixty (60) days prior to the end of each annual subscription period, OCLC will notify Institution by electronic mail message or regular mail that its subscription to the Service will automatically renew at the end of the then-current annual subscription period and of the fees that will apply.]. In addition to the termination rights granted elsewhere in these Terms, this Agreement may be terminated by Institution or OCLC as follows:

- (i) effective at the end of the initial annual subscription period or any renewed annual subscription period upon OCLC or Institution providing the other with at least thirty (30) days prior written notice of its desire that the Agreement not renew;
- (ii) when a party (i.e., OCLC or Institution) in material breach has not corrected the same within fifteen (15) days after notice of such breach from the non-breaching party; or
- (iii) as outlined by Section 5.C. of this Agreement.

B. In the event of termination by Institution due to OCLC's uncorrected material breach, Institution shall be entitled to a credit in an amount equal to the annual subscription fee paid for the Service prorated over the remainder of the then-current annual period. (Credits may be redeemed for OCLC products and services only and may be immediately applied by OCLC to amounts invoiced to Institution for other OCLC products and services.) In the event of termination by OCLC due to Institution's uncorrected material breach, Institution shall not receive any type of credit for or refund of fees paid for the Service.

C. Sections 8 and 9 of these Terms shall survive expiration of this Agreement or termination of this Agreement for any reason.

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

A. EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF SECTION 2.A ABOVE, THE SERVICE AND WORLDCAT.ORG SERVICES ARE PROVIDED "AS IS". OCLC AND ITS SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING THE SERVICE AND WORLDCAT.ORG SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. DATA (IF ANY) RELATED TO THE COPYRIGHT STATUS OF A PUBLICATION OR OTHER ITEM FOR WHICH A RECORD IS AVAILABLE THROUGH WORLDCAT.ORG SERVICES: (i) IS COMPILED BY OCLC OR ITS SUPPLIERS USING REASONABLE EFFORTS; (ii) IS PRESENTED SOLELY FOR INFORMATIONAL PURPOSES; (iii) DOES NOT CONSTITUTE LEGAL ADVICE; AND (iv) IS NOT TO BE CONSIDERED OR RELIED UPON AS A SUBSTITUTE FOR INDEPENDENT VERIFICATION OF COPYRIGHT STATUS.

B. IN NO EVENT, EVEN IF THE FOREGOING LIMITATIONS ARE HELD TO BE UNENFORCEABLE, SHALL OCLC'S LIABILITY HEREUNDER EXCEED THE REFUND OF THE ANNUAL SUBSCRIPTION FEE PAID BY INSTITUTION HEREUNDER PRORATED FROM THE DATE OF THE EVENTS RESULTING IN SUCH LIABILITY.

C. Neither party shall have any liability or obligation to the other for indirect, incidental, consequential or exemplary damages (including, without limitation, lost profits or loss of business) whether based on contract, tort or any other legal theory and regardless of whether a party foresaw or was advised of the possibility of such damages.

10. MISCELLANEOUS

A. "OCLC", "WorldCat", "WorldCat.org" and the WorldCat logo are trademarks/service marks of OCLC Online Computer Library Center, Inc. Third-party product, service and business names are trademarks/service marks of their respective owners. Institution shall not alter or obscure any trademark/service mark appearing in the Service or WorldCat.org Services, and shall do nothing to damage the goodwill embodied therein. OCLC and/or its suppliers own all rights, title and interest, including, without limitation, all intellectual property rights, in and to the Service and WorldCat.org Services. Except as expressly provided for in these Terms, Institution and End-Users acquire no rights in or to the Service or WorldCat.org Services.

B. These Terms constitute the complete, final and exclusive statement of the parties' agreement with respect to the subject matter hereof and are not intended to confer upon any person other than the parties hereto any rights or remedies. No purchase orders or other forms Institution submits shall apply to modify or supplement this Agreement. These Terms may be modified only by means of a written document executed by each of the parties.

C. These Terms are governed by and construed in accordance with the laws of the State in which Institution is primarily located and the United States of America,

without regard to their respective conflict of laws principles. The United Nations Convention on Contracts for the International Sales of Goods shall not apply. Institution may not assign or otherwise transfer its rights or obligations under this Agreement without OCLC's prior written consent, which will not be unreasonably withheld. OCLC may assign its rights and/or delegate its obligations under this Agreement by providing Institution with written notice at least sixty (60) days prior to the effective date thereof.

D. OCLC and its suppliers shall not be liable for any failure or delay in performance hereunder due to any cause beyond its/their reasonable control including, but not limited to, acts of God or public enemy, fire, explosion, accident, strikes, governmental actions, delay or failure of suppliers, or delay, failure or other difficulties with telecommunications networks.

E. Institution agrees that, except in full compliance with U.S. export regulations, the Service Usernames and passwords issued by OCLC hereunder may not be used outside the territorial limits of the country in which they were originally issued to Institution, as indicated by Institution's address as supplied to OCLC by Institution. Institution shall be the exporter and importer of record of all the Service products, services and data delivered to it by OCLC outside the U.S. by electronic means or otherwise and, if applicable, shall pay and/or comply with all applicable export and import laws, customs, regulations tariffs, duties and fees, and procurement, data and technology transfer laws. To the extent permitted by

applicable law, Institution shall indemnify OCLC from all costs and damages arising from any failure of Institution to meet its obligations under this Section 10.F.

F. Unless another method is expressly permitted by these Terms, any notices required to be given by either party pursuant to these Terms shall be in writing and shall be deemed sufficient if delivered by hand or sent by certified mail, return receipt requested, to the address of the other party as set forth on the Order Form.

G. Institution shall not omit, obscure or hide from any End User any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret, usage limitation or any logo, splash screen or any other terms and/or conditions intended to be displayed to an End User by OCLC.

H. Any waiver of any provision of this Agreement must be in writing and signed by the party against whom the waiver is to be enforced.

I. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.

J. OCLC's collection and use of any personal information submitted via the Service or WorldCat.org Services (if any) is governed by OCLC's Privacy Policy, which can be accessed at <http://www.oclc.org/worldcat/policies/privacy/>.

Supplemental End-User Terms for WorldCat Discovery Services

Each WorldCat Discovery Institution shall be bound by these Supplemental Terms. Each of these Supplemental Terms is either an amendment to the WorldCat Discovery Service Terms required by OCLC, or is required by suppliers of specific databases available through the WorldCat Discovery Service. Defined terms used herein shall have the same meaning as used in the WorldCat Discovery Service Terms, or as are otherwise defined herein. These Supplemental Terms are subject to change to the same extent as are the WorldCat Discovery Services Terms.

1. Supplemental Terms of General Applicability.

- a. In the event that any term set forth in these Supplemental Terms is more or less restrictive than the comparable WorldCat Discovery Services Terms (as modified from time to time), then the third-party database supplier's term shall control.
- b. Each third-party database supplier shall have the right to assert and enforce against each WorldCat Discovery Services subscribing Institution any term required by that supplier, directly and on its own behalf.
- c. Any violation by any WorldCat Discovery Services subscribing Institution of any term required by a third-party database supplier, or of the terms stated in any copyright notice, legend or other related provision associated or presented with the data thereof on the WorldCat Discovery Service, shall in each case constitute a material breach by the Subscriber of its obligations under the WorldCat Discovery Service Terms.
- d. Copyright and similar ownership notices, legends and provisions concerning claims by third-party database suppliers are included by OCLC for various databases at the direction of such suppliers, and are not intended by OCLC to be, nor are they, warranties by OCLC as to the subject matter of such notices, legends, provisions and claims.

2. Supplemental Terms Applicable Only To Specific Databases.

British Library

ArticleFirst. Certain records in this database are © COPYRIGHT THE BRITISH LIBRARY BOARD: ALL RIGHTS RESERVED.

Access to and Use of the RECORDS is subject to the terms and conditions herein (the "BL Terms") in addition to the WorldCat Discovery Service Terms (the "OCLC Terms"). Use of the WorldCat Discovery Service to access, use, download store and print any RECORDS indicates your acceptance of these terms and conditions:

1. INTERPRETATION

1.1 For the purpose of interpreting this document, the following definitions shall apply:

"USER" means persons granted access to the RECORDS through the WorldCat Discovery Service.

"DATABASE" means the collection of RECORDS in machine readable format created, modified, enhanced or edited by the British Library and to which you have access under these Terms and Conditions of Use.

"DOWNLOAD" means the production, or the production and storage, of a single paper or electronic copy of a RECORD by you solely for the non-commercial purposes of learning, teaching, academic and scientific research, or private study and specifically excludes transmission, selling on, redistribution or circulation of any form within or outside your organisation contrary to these BL Terms or the OCLC Terms, and 'DOWNLOADING' and 'DOWNLOADED' shall be construed accordingly.

"METADATA HARVESTING" means the unrestricted gathering of data from the internet whereby access is gained without requirement of prior licence, payment or password and includes (but is not limited to) access to any server which supports the Open Archives Initiative for Metadata Harvesting.]

"RECORD" means, as appropriate a complete machine-readable bibliographic description of an article or a paper from the DATABASE.

"USE" means to access and/or DOWNLOAD a copy of a RECORD through the WorldCat Discovery Service solely for NON-COMMERCIAL USE and specifically excludes transmission, selling on, redistribution or circulation of any form outside your organization contrary to these BL Terms or the OCLC Terms and 'USING' and 'USED' shall be construed accordingly.

"NON-COMMERCIAL USE" means use solely for the purposes of resource discovery, learning, teaching, academic and scientific research or private study and NOT for the ultimate purpose of monetary reward and specifically excludes transmission, selling on, redistribution or circulation within or outside your organisation contrary to these BL Terms or the OCLC Terms.

2. GRANT OF LICENSE AND USE OF RECORDS

2.1 The British Library grants you a non-transferable, non-exclusive licence to access the DATABASE and DOWNLOAD RECORDS in accordance with these BL Terms and to the extent not in conflict with these BL Terms, the OCLC Terms. The licence is personal to you and the grant does not include the right to grant sub-licences.

2.2 You shall USE the RECORDS and the information available or obtained from the RECORDS solely for NON-COMMERCIAL USE.

2.3 You may print out and save a single copy of the RECORDS.

2.4 You acknowledge that the use of the RECORDS requires you to use your own skill and judgement and you accept that the British Library shall not have any liability in respect of any third party claims.

2.5 You shall ensure that your equipment and/or software used to access the DATABASE shall not corrupt the DATABASE or the RECORDS.

3. PROHIBITED USES

3.1 Your use of the RECORDS and the DATABASE is restricted solely to the purposes set out in Clause 2 of these Terms and Conditions. You shall not:

3.1.1 make or permit any persons other than the British Library or their agents to make any additions, deletions, modifications, adjustments or alterations to the RECORDS or the DATABASE;

3.1.2 infringe or permit the infringement or otherwise prejudice the proprietary rights of the British Library or individual publishers contributing to the DATABASE;

3.1.3 use any equipment and/or software in a manner that is inconsistent with these Terms and Conditions including, without limitation, linking your own database or service to the DATABASE so that the RECORDS can be accessed, used, stored or distributed as the case may be, by or through such other database or service without the written permission of the British Library.

3.2 Other than as permitted by these BL Terms and, to the extent not in conflict with these BL Terms, the OCLC Terms, you are expressly prohibited from using the DATABASE for the purposes of:

3.2.1 reproducing, retransmitting, distributing, redistributing, disseminating, selling, publishing, broadcasting or circulating the RECORDS by any means whatsoever;

3.2.2 allowing access to the DOWNLOADED RECORDS to any third party

3.2.1 accessing using or downloading RECORDS or permitting such actions for the purposes of Metadata Harvesting.

4. INDEMNITY

4.1 You undertake to indemnify and keep indemnified at all times the British Library against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the British Library directly or indirectly in respect of any breach by you of any of these terms and conditions.

5. APPLICABLE TERMS

5.1 In the event of any conflict or difference between the BL Terms and the OCLC Terms, then the BL Terms will apply.

Computer Sciences Corporation

The ERIC database is an initiative of the U.S. Department of Education. Some material in the ERIC database is from copyrighted sources of the respective copyright holders. Users of the bibliographic records from the ERIC database are responsible for compliance with any copyright, patent or trademark restrictions and are referred to the copyright, patent or trademark notices appearing in the original sources, all of which are hereby incorporated by reference.

National Library Of Medicine

MEDLINE (NLM Database). Organizations or institutions may download NLM-produced citations and reuse these records within their organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.

NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

All records must be identified as being derived from NLM databases.

Online Computer Library Center, Inc

CONTENTdm “quick start”: available at: <https://www.oclc.org/content/forms/worldwide/en/terms/contentdm-hosting.html>

CAMIO: available at http://www.oclc.org/content/dam/support/forms/pdf/camio_terms.pdf

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Lebrary

Date/Signature: _____

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

In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

L. Bray

Date/Signature: _____

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

In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name:

Apache County Jail District

Date/Signature: 07-09-2014

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

The Jail District is requesting approval of the IGA between The Jail and the Department of Public Safety. This is an annual renewal of a contract that we have had with them since 2007

BOS Meeting Date Requested next available

PRE-AGENDA ITEM REVIEW

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

Legal Review: This was reviewed by Joe Young and approved. His electronic signature is attached

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

Michael Cirivello

From: Joe Young <JYoung@apachelaw.net>
Sent: Tuesday, July 08, 2014 3:29 PM
To: Michael Cirivello
Subject: RE: GITTEM IGA

I have no problems with this contract.

From: Michael Cirivello [mcirivello@co.apache.az.us]
Sent: Tuesday, July 08, 2014 10:48 AM
To: Joe Young
Subject: GITTEM IGA

Joe, could you review this contract, it is a renewal of the position that we have had at the jail since 2007. Thanks

Cmdr. Michael Cirivello
Apache County Sheriffs Office
mcirivello@co.apache.az.us
P.O.Box 518
St. Johns Az 85936
928-337-7662

**INTERGOVERNMENTAL AGREEMENT
REGARDING
STATE GANG TASK FORCE
DETENTION LIAISON OFFICER (DLO) PROGRAM**

This Intergovernmental Agreement (IGA) is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Apache County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs and human smuggling organizations through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to _____.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) detention officer, herein referred to as "officer", to DPS on a full-time basis to perform the duties of Detention Liaison Officer (DLO) as delineated in Addendum "A" and for such assignments within the purposes of this IGA, as directed by DPS.

During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and is subject to its disciplinary process.

The Agency also agrees to enter into a Memorandum of Understanding (MOU) with the Arizona Department of Public Safety relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working for the State Gang Task Force, hereinafter referred to as "GIITEM". DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but is not

used by the officer, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on the following assumptions: a standard forty (40) hour work week scheduled according to the needs of the Agency, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as related to an on-going investigation, special assignment or training.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs only for the period of the IGA. DPS will not issue a vehicle to the officer.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. The officer may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including the officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding the GIITEM DLO Program participation are cancelled as of the effective date of this IGA.

XIV. AVAILABILITY OF FUNDS

Every payment obligation of DPS 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 the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Sheriff Joseph Dedman, Jr.
Apache County Sheriff's Office
P.O. Box 518
St. Johns, Arizona 85936

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: Robert C. Halliday Dir
FOR Robert C. Halliday, Director
Arizona Department of Public Safety

DATE: 6/12/14

APPROVED AS TO FORM:

BS
Assistant Attorney General

DATE: 6/12/14

APACHE COUNTY SHERIFF'S OFFICE

BY: _____
Joseph Dedman, Jr., Sheriff

DATE: _____

APPROVED AS TO FORM:

Addendum "A"



G.I.T.E.M.

GANG & IMMIGRATION INTELLIGENCE TEAM
ENFORCEMENT MISSION

September 25, 2007

DETENTION LIAISON OFFICER PROGRAM

Introduction:

The Detention Liaison Officer (DLO) Program is an intelligence component of the Gang & Immigration Intelligence Team Enforcement Mission (G.I.I.T.E.M.). Detention liaison officers (DLOs) are detention officers from various sheriffs' and corrections departments, assigned to G.I.I.T.E.M., who remain at, and perform gang intelligence duties in, jails and prisons. DLOs collect and report intelligence information regarding human smuggling organizations, security threat groups, and criminal street gangs. DLOs serve as intelligence resources for city, county and state law enforcement. G.I.I.T.E.M. reimburses participating agencies for 75% of the DLO salary and employee related expenses.

Background:

During the 2006 legislative session, the State Gang Task Force, commonly and once referred to as the Gang Intelligence Team Enforcement Mission (G.I.T.E.M.), was modified and tasked with an immigration enforcement and border security component. The change resulted in the addition of a second "I" (for immigration) in the acronym. Significant funding was appropriated to expand the new G.I.I.T.E.M. with 100 new Department of Public Safety (DPS) officer positions, 50 of which are dedicated to gang enforcement and the remaining 50 devoted to immigration enforcement and border security.

With the renewed focus on gang and immigration enforcement, intelligence needs quickly surfaced. The previous gang database once used by G.I.T.E.M. and other agencies around the state had outlived its effectiveness and was sub-standard to current technologies. Recognizing the need for modernization, the DPS purchased an enterprise license with hardware and software for a state-of-the-art, intelligence database called GangNet. GangNet is a web-based technology used to house statewide gang intelligence records. The exceptional value of the new system is that all local, state, and tribal agencies in Arizona may access the system for free by completing training and a Memorandum of Understanding (MOU) with DPS. No new hardware or software is required to enable access to GangNet. Connection to the system is accomplished through the use of web-enabled personal computers and passwords. Measures are underway to complete GangNet connectivity with California's gang intelligence system called CalGang, which houses more than 200,000 gang records.

Having a new repository for gang intelligence records though, is different than having gang records. Intelligence collection and documentation is the critical component for any intelligence records system. Leveraging the collection component through use of multiple collection sources provides the means to adequately and timely populate the repository. Not only must intelligence personnel submit their products to such a database, but other reporting sources must be recruited to contribute. Training and directing all gang enforcement officers to collect and report gang intelligence are only the first steps of a comprehensive process. Additional resources commonly untapped in the overall intelligence strategy

include patrol officers, detectives, corrections, detention, and probation personnel. Garnering a variety of reporting assets throughout the multiple criminal justice disciplines, and documenting the intelligence in a single repository available to all agencies statewide, provides the most effective means for developing enforcement strategies.

Detention Liaison Officer Program:

The DLO Program leverages intelligence capabilities by including detention and corrections officers in the collection and reporting process. Sheriff's departments and correctional facilities already perform inmate classification duties to prevent violence and other problems in their facilities. The DLO Program aims to incorporate the information collected during such routine duties to complement efforts by officers on the streets. The intelligence documented serves to inform agencies statewide, well beyond local jurisdictional boundaries.

G.I.T.E.M. offers to sheriff's departments and other correctional facilities, including tribal, the opportunity to participate in the DLO Program. To engage in the program, the participating agency must complete an Intergovernmental Agreement (IGA) with the Department of Public Safety. Additionally, the participating agency must agree, through a MOU, to utilize GangNet. G.I.T.E.M. will provide reimbursement to participating agencies for 75% of the assigned employees' salaries and benefits.

Personnel assigned to the DLO Program continue to work at their agencies' detention facilities, but are assigned to collecting, documenting, and reporting criminal gang and human smuggling related intelligence. The intelligence collected by the DLO is entered into GangNet by the participating agency or the DLO. The DLO will then provide statistical reporting to the DLO Supervisor on a weekly and monthly basis. Because the position of a DLO is critical to gang intelligence, DLOs should not be assigned normal detention or correctional officer duties as their peers.

G.I.T.E.M. provides training to the DLOs through a basic 40-hour course of instruction, as well as quarterly training seminars and meetings. DLOs will also need to participate and attend in statewide gang intelligence meetings, which typically occur on a monthly basis in order to stay current on gang trends and activities within and outside of the state of Arizona. G.I.T.E.M. pays for all DLO travel related costs, including hotel, meals, and mileage. DLOs are monitored by their own agencies' commanders; however, in matters related to the DLO Program, DLOs also receive program related direction and supervision from an appointed G.I.T.E.M. supervisor, who actually oversees the DLO assigned to them.

G.I.T.E.M. will provide to the DLOs equipment and necessary materials in order for the DLO to accomplish their duties. DLOs will be responsible for the equipment and necessary materials assigned to them and all such items shall be returned to G.I.T.E.M. in the event the IGA is terminated.

DLO RESPONSIBILITIES:

- Interview incarcerated gang members and illegal immigrants to develop intelligence about their criminal organizations.
- Conduct intelligence debriefings of gang members being released from prison/jail.
- Notify the local G.I.T.E.M. squad(s) regarding gang member releases in their geographic area.

- Interview incarcerated illegal immigrants to determine illegal conveyances into the United States and any information regarding human or contraband smuggling operations.
- Review inmate mail, phone calls, visitor logs, and notes written/drawn by known incarcerated gang members.
- Interview inmates for general criminal intelligence.
- Provide training to fellow detention officers regarding inmate gang intelligence collection.
- Establish a facility list of known gangs, gang leadership, number of gang members, and types of criminal activities both inside and outside of incarceration.
- Complete and/or enter GMIC cards for entry into GangNet and RISS Gang.
- Prepare intelligence reports and statistic documentation on a weekly and monthly basis to the DLO Sergeant.
- Attend quarterly DLO intelligence and training meetings; as well as attend local weekly and state monthly gang intelligence meetings throughout the state.
- Respond to and complete requests from local area gang task force squads reference information related to incarcerated gang members and gangs.

AGENCY RESPONSIBILITIES:

- The Sheriffs' departments and correctional facilities (*county, state, tribal, federal*) agree to allow the assigned DLO for their agency to do their DLO duties free of being assigned normal detention or correctional officer duties.
- Agree to allow the assigned DLO to attend basic and advanced training, as well as monthly and quarterly gang intelligence meetings in order to remain current on gang trends and intelligence.
- Agree to provide a work area within the facility free of distraction and one that will provide the tools, equipment and materials necessary to accomplish DLO duties and responsibilities.

FUNDING:

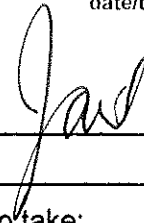
G.I.T.E.M. is funded by annual legislative appropriation. The DLO Program and commitments to reimburse participating agencies are delineated in the IGA and are offered for only 12 months per agreement. Acceptance into the program is subject to the availability of funds.

To participate in the DLO Program, interested agencies should contact G.I.T.E.M. directly by calling (602) 223-2329.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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



Date/Signature: _____

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

In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

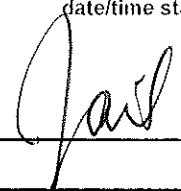
Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

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

date/time stamp

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



Date/Signature: _____

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

In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Health

Date/Signature: _____

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

In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Health

Date/Signature: _____

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

In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Flood Control

Date/Signature: _____

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

In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Navajo County

Date/Signature: _____

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

In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Jan Jais

Date/Signature: _____

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

In conjunction with Item #1 of 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 18, 2014 Board of Supervisors meeting.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Jur Tail

Date/Signature: _____

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

In conjunction with Item #1 of the Apache County Board of Supervisors Agenda of the same date, public hearing for discussion and possible approval of the Fiscal Year 2014-2015 Final Budget.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: _____

Agenda

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

Following a public hearing, Discussion and possible approval of 2014-2015 Final Budget concurrently with the Special District meetings of Jail District, Juvenile Jail District, Public Health Services District, Flood Control District and Library District and notification of the Truth in Taxation increase.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: July 21, 2014

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

~~XXXXXXXXXXXXXXXXXXXX~~ Consideration and possible approval of a Vicinity Plan and Preliminary Plat for CK Cabins Condominium Subdivision. Property located at 84 North Main Street, Greer, AZ 102-08-021A

BOS Meeting Date Requested August 4, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Vicinity plan +
 Preliminary Plat Final Plat Amendment Reversion

PROPERTY INFORMATION

Assessor's Parcel #(s) 102-08-021A

Township 7N Range 27E Section 11
Subdivision Name CN CABENS SUBDIVISION
Unit # _____
Address/Location 84 N Main Street
Cooper, AZ 85927

Number of Lots Proposed 5
Total Site Acreage 1.13 acres
Proposed Access AC road 1120 /
Cooper Main Street

APPLICANT / DEVELOPER

Name CN CABENS LLC
Mailing Address Doug Sandahl, Managing member
PO Box 244
Cooper, AZ 85927
Contact Person Doug Sandahl
Phone 402-550-5433 Fax _____
Email dsandahl@cox.net

PROPERTY OWNER (if different than applicant)

Name _____
Mailing Address _____

Contact Person _____
Phone _____ Fax _____
Email _____

PROJECT ENGINEER

Name Terra Visa Group, Inc
Mailing Address PO Box 2039
St Johns, AZ 85936

Contact Person Ken Flygare
Phone 928-337-9910 Fax _____
Email kflygare@terruvisa.com

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

Terra Visa Group, Inc.
Ken Flygare Date 2-7-13

Signature of Property Owner (if not the applicant)

Date _____

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>2/7/13</u>
Receipt # <u>426590</u>	Fee <u>\$850.00</u>
Subdivision # <u>2013-04</u>	
Related Subdivisions _____	

COMMISSION ACTION	
Approved with Conditions (see attachments)	Denied
Chairman _____	Date _____
BOARD ACTION	
Approved with Conditions (see attachments)	Denied
Chairman _____	Date _____
11/21/2005	



Terra Visa Group, Inc.

Civil Engineering & Land Surveying

P.O. Box 2039
1200 West Cleveland, Ste. 8
St. Johns, AZ 85936

Phone: 928-337-9910
Fax: 928-337-9905
office@terravisagroup.com

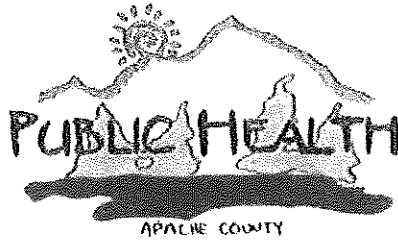
DRAINAGE REPORT FOR CK CABINS SUBDIVISION

The cabin footprints as shown on the Subdivision Plat for the CK CABINS SUBDIVISION are existing and the drainage patterns on the site remain unaltered by this project. All drainage ways and channels remain as they have been and have proven to be adequate and therefore do not require any alteration. Any on-site sheet or surface flows are also unaltered by this project. The present existing culverts on or adjacent to the site have proven to be adequate to control the existing runoff demand and are therefore without need of change.

This CK CABINS SUBDIVISION is a change in surface rights ownership only while the actual project site remains physically unchanged. No additional drainage ways, channels or new drainage easements are proposed for this Subdivision site with this submittal.




Expires 06/30/2013



Apache County Public Health Services District

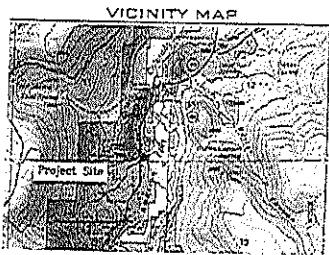
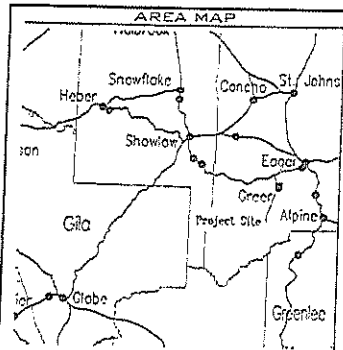
P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

MEMORANDUM

To: Apache County Community Development
From: Chris Sexton, Health Director 
Re: CK Cabins Subdivision, Greer
Date: 26 February 2013

The Apache County Public Health Services District has no objection to this application.

I would like the applicant to state who has the responsibility for refuse disposal.



LEGEND

Fd OLD BRASS CAP ★

Fd MAG NAIL W/SHINER (LS 6455) △

Fd REDBAR W/ YELLOW CAP (LS 6455) □

Fd IRON PIPE W/ NO IDENTIFICATION ▲

CALCULATED CORNER (NOTHING FND OR SET) EXCEPT AS NOTED ○

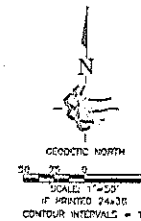
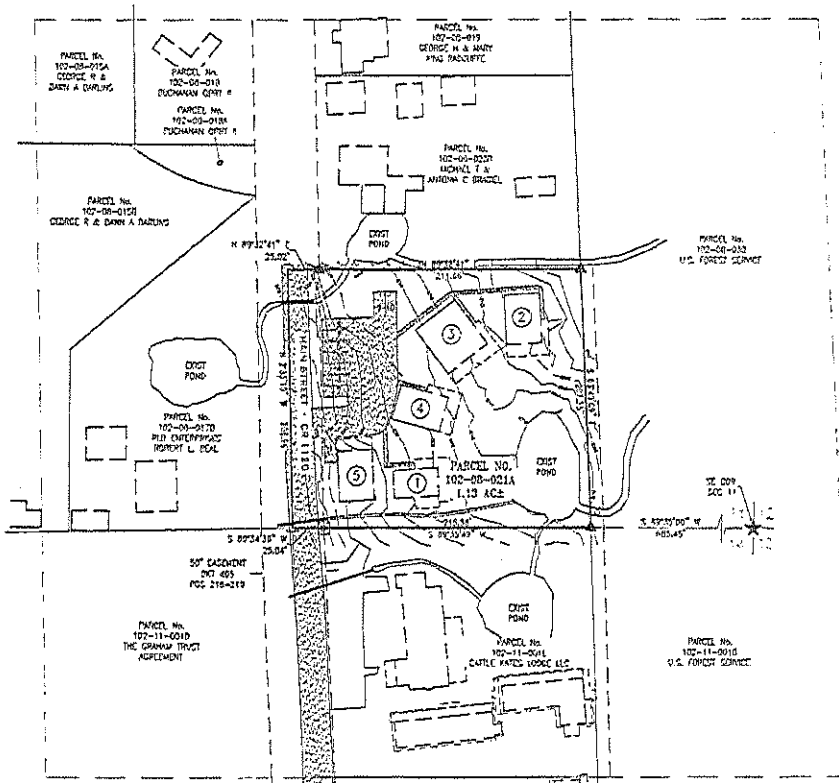
GRAVEL DRIVES

EXISTING BUILDING FOOTPRINT WITH LOT NUMBER 1

PROPOSED 3' WIDE PATHWAY

CK CABINS SUBDIVISION PRELIMINARY PLAT

A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼)
OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREER, APACHE COUNTY, ARIZONA



DECLARATION

STATE OF ARIZONA
COUNTY OF APACHE

I, **CK CABINS LLC**, KNOW ALL MEN BY THESE PRESENTS, THAT THIS MAP AND PLAT, CONSISTING OF THREE SHEETS AND THE ACCOMPANYING SEPARATE DOCUMENTS, CONSTITUTES THE CONDOMINIUM IN APACHE COUNTY, ARIZONA, NAMED "CK CABINS SUBDIVISION". THE LOTS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS ARE SHOWN ON THIS MAP AND PLAT, OR ARE DESCRIBED IN THE DECLARATION. THERE ARE FIVE (5) LOTS, WHICH SHALL BE KNOWN BY THE NUMBER SHOWN ON SAID MAP AND PLAT. THE DIMENSIONS, LOCATION ON THE PARCEL, AND THE PERCENTAGE OF UNIMPROVED INTEREST IN THE COMMON ELEMENTS APPROPRIATE TO EACH LOT, BASED ON THE SQUARE FEET OF LAND AREA OF EACH LOT, SHALL BE DISCLOSED IN THE FINAL PLAT. EASEMENTS FOR ACCESS, ASPHALT AND GRASS PARKING, UTILITIES AND ENCROACHMENTS ARE PROVIDED FOR IN THE DECLARATION AND SHOWN, WHERE POSSIBLE, ON THIS MAP. THE DIMENSIONS OF THE PARCEL IN THE CONDOMINIUM BY AREA AND BEARING DESCRIPTION, AND SET FORTH HEREIN, PUBLIC ACCESS TO THE SITE IS SHOWN ON THIS SHEET.

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF APACHE

ON THIS DAY OF , 2013, BEFORE ME, THE AUTHORIZED OFFICER(S) OF CK CABINS LLC, DECLARED THIS DECLARATION AND ACKNOWLEDGED THEIR RESPECTIVE SIGNATURES.

WE WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVAL

APPROVED THIS DAY OF , 2013 BY THE COUNTY BOARD OF SUPERVISORS.

BY _____ ATTEST _____
CHAIRMAN CLERK

PLANNING & ZONING

APPROVED _____ DATE _____
PLANNING & ZONING DIRECTOR

APPROVED _____ DATE _____
COUNTY ENGINEER

APPROVED _____ DATE _____
DIVISION/SECTION OF PLANNING & ZONING COMMISSION

APPROVED _____ DATE _____
COUNTY MANAGER

CK CABINS LLC
6005 SHAWLOW, MARICOPA COUNTY
PO BOX 244
GREER, ARIZONA 85527

TERRA VISA GROUP, INC.
CIVIL ENGINEERING & LAND SURVEYING
PO BOX 2033
ST. JOHNS, AZ 85226
PHONE: (520)337-9910
FAX: (520)337-9905

CERTIFICATION

This is to certify that the information shown herein is from an actual field survey made under my direct supervision and is true and correct to the best of my knowledge and belief.



Kenneth Flygare, R.L.S. 23947 License No. 9728/0214

TerraVisa Group, Inc.
CIVIL ENGINEERING & LAND SURVEYING
P.O. BOX 2033 • ST. JOHNS, ARIZONA 85226
PHONE: (520) 337-9910 • FAX: (520) 337-9905
OFFICE@TERRAVISA.COM • WWW.TERRAVISA.COM

CK CABINS SUBDIVISION
PRELIMINARY PLAT
SITE SCHEDULE BY RECALCULATION
GREEN, APACHE COUNTY, ARIZONA

RECORD CREATED BY THE SURVEYOR ON: **DOUGLASE C. RANDALL**

DATE: 05/20/2013 FILE: Preliminary Plat 02-08-13242
BY: DATE: DRAWN BY: DATE: 1 OF 3

NOTES

1. LATEST LEGAL DESCRIPTION BY PROPERTY OWNER OF TITLE IS RECORDED IN RECEPTION NO. 2012-02075, ACSL
2. ALL SURROUNDING PROPERTIES ARE ZONED AGRICULTURAL-GENERAL, PER APACHE COUNTY PLANNING AND ZONING.

PARCEL COVERAGE			
DESCRIPTION	AREA	PROVIDED %	REQUIRED /ALLOWED
TOTAL STRUCTURE COVERAGE	0.14 ACY	12%	20%
ROADWAY/PARKING COVERAGE	0.29 ACY	19%	-
OPEN SPACE	0.77 ACY	69%	50%
TOTAL PARCEL SIZE	1.13 ACY	100%	-

BUILDING HEIGHTS		
LOT NUMBER	HEIGHT	
1	EXISTING	
2	EXISTING	
3	EXISTING	
4	EXISTING	
5	EXISTING	

LEGAL DESCRIPTION

OF A PORTION OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREEN, APACHE COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 11, SAID POINT BEING MARKED BY A OLD BRASS CAP;

THENCE SOUTH 87°35'03" WEST A DISTANCE OF 883.45 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE SAID CAP PARCEL, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 87°34'43" WEST A DISTANCE OF 213.56 FEET;

THENCE SOUTH 87°34'26" WEST A DISTANCE OF 25.04 FEET;

THENCE NORTH 02°30'10" WEST A DISTANCE OF 209.96 FEET;

THENCE NORTH 87°32'41" EAST A DISTANCE OF 231.02 FEET;

THENCE NORTH 87°32'41" EAST A DISTANCE OF 211.66 FEET;

THENCE SOUTH 04°40'09" EAST A DISTANCE OF 207.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.13 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS OR ENCUMBRANCES OF RECORD.

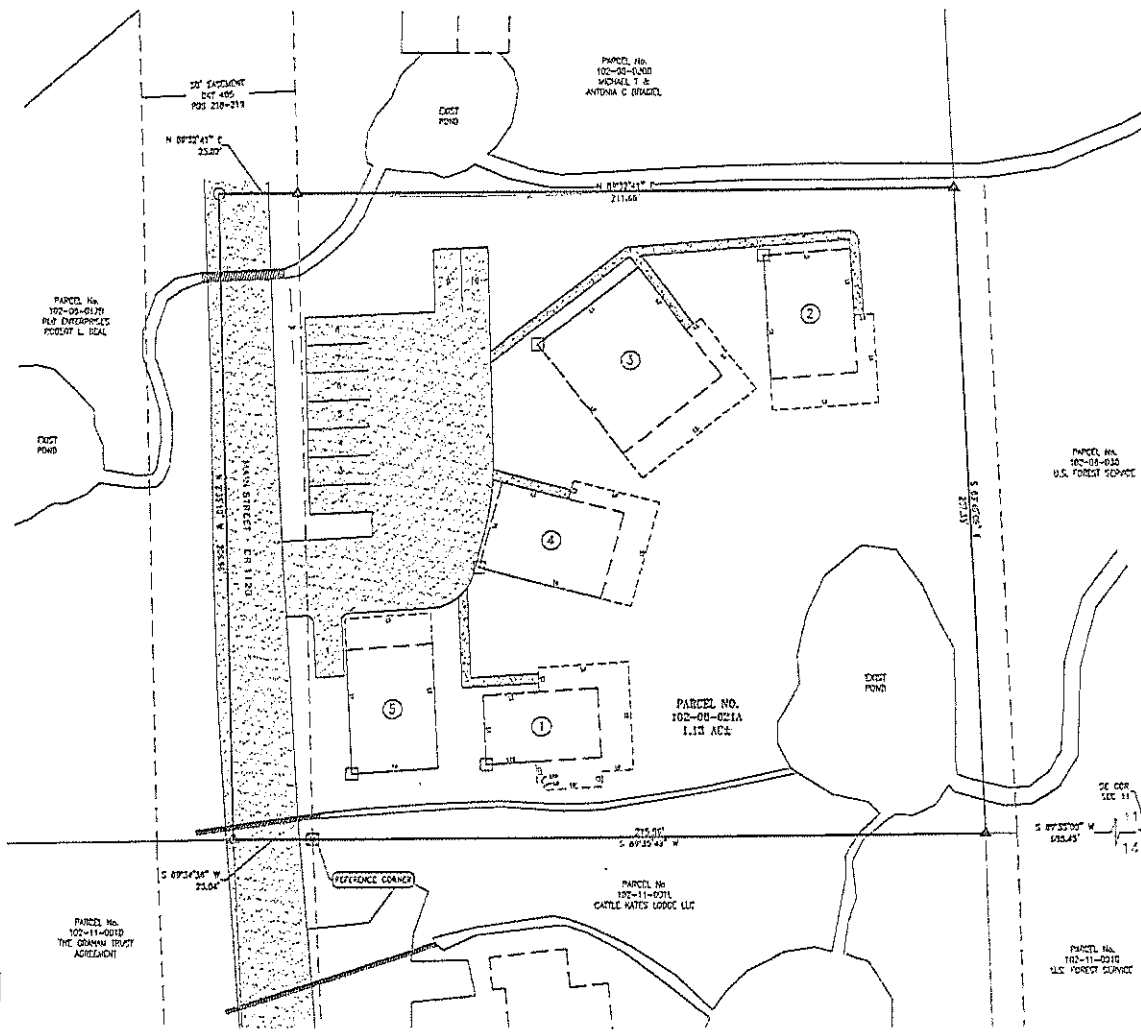
(STATE OF ARIZONA)
COUNTY OF APACHE CO. SS.

Fee No. _____

I hereby Certify that the within instrument was filed and recorded.

_____ 20 _____ M
BY Book No. _____ Page _____
LeNorm V. Fulmer, Recorder
By _____ Deputy

**CK CABINS SUBDIVISION
PRELIMINARY PLAT**
A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼)
OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREER, APACHE COUNTY, ARIZONA



LOT 1 DIMENSIONS

CALL-OUT	BEARING	DISTANCE
TO REFERENCE CORNER	N 66°47'10" E	60.20'
L1	N 89°51'20" W	25.20'
L2	N 69°08'10" E	17.04'
L3	N 07°51'30" W	7.85'
L4	N 07°51'30" E	20.52'
L5	S 07°51'30" E	34.00'
L6	S 89°08'10" W	10.20'
L7	S 07°51'30" W	4.50'
L8	S 89°08'10" W	18.20'
L9	N 07°51'30" W	2.50'
L10	S 09°08'10" W	2.00'
L11	N 07°51'30" E	6.80'
L12	S 89°08'10" W	15.00'

LOT 2 DIMENSIONS

CALL-OUT	BEARING	DISTANCE
TO REFERENCE CORNER	N 37°04'14" E	234.49'
L1	N 02°49'20" E	28.10'
L2	S 04°10'31" E	24.42'
L3	N 82°49'20" E	6.69'
L4	S 04°10'31" E	28.50'
L5	S 02°49'20" W	24.10'
L6	N 04°10'31" W	20.00'

LOT 3 DIMENSIONS

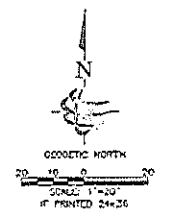
CALL-OUT	BEARING	DISTANCE
TO REFERENCE CORNER	N 23°43'43" E	123.03'
L1	N 57°47'21" E	46.00'
L2	S 30°16'20" E	25.80'
L3	N 01°47'21" E	6.00'
L4	S 30°16'20" E	22.00'
L5	S 01°47'21" W	46.00'
L6	N 28°16'20" W	34.00'

LOT 4 DIMENSIONS

CALL-OUT	BEARING	DISTANCE
TO REFERENCE CORNER	N 22°44'42" E	101.81'
L1	N 14°18'20" E	20.10'
L2	S 29°41'20" E	21.25'
L3	N 14°18'20" E	6.00'
L4	S 29°41'20" E	29.20'
L5	S 14°18'20" W	34.10'
L6	N 29°41'20" W	30.00'

LOT 5 DIMENSIONS

CALL-OUT	BEARING	DISTANCE
TO REFERENCE CORNER	N 22°44'42" E	24.12'
L1	N 07°43'46" W	30.00'
L2	N 89°08'10" E	23.00'
L3	S 07°43'46" E	30.00'
L4	S 89°08'10" W	28.00'



- LEGEND**
- Fd OLD BRASS CAP ★
 - Fd 1/4" MAG NAIL W/SHINER (LS 6455) ▲
 - Fd REDAR W/ YELLOW CAP (LS 6455) ◻
 - Fd IRON PIPE W/ NO IDENTIFICATION ○
 - CALCULATED CORNER (NOTHING FND OR SET) EXCEPT AS NOTED △
 - CADN - POINT OF BEGINNING ◻
 - GRAVEL DRIVES [stippled pattern]
 - EXISTING BUILDING FOOTPRINT WITH LOT NUMBER [numbered box]
 - PROPOSED 3" WIDE PATHWAY [wavy line]

CK CABINS LLC
5016 SANDHILL, HANNAH, MEXICO
PO BOX 244
GREER, ARIZONA 85927

TERRA VISA GROUP, INC.
CIVIL ENGINEERING & LAND SURVEYING
PO BOX 3339
311 S. GARDEN, AZ 85004
PHONE: (602) 337-7910 FAX: (602) 337-7910
WWW.TERRAVISA.COM

CERTIFICATION

This is to certify that the information shown hereon is from an actual field survey made under my direct supervision and is true and correct to the best of my knowledge and belief.

Kenneth Figurs, R.L.S. 23947

TerraVisa Group, Inc.
CIVIL ENGINEERING & LAND SURVEYING
P. O. BOX 2026 - ST. JOHNS, ARIZONA 85036
PHONE: (928) 337-7910 FAX: (928) 337-7900
OFFICE@TERRAVISA.COM WWW.TERRAVISA.COM

CK CABINS SUBDIVISION
PRELIMINARY PLAT
LOT 15/15
GREER, APACHE COUNTY, ARIZONA

RECORDS CREATED BY THE COUNTY OF APACHE COUNTY, ARIZONA

RECORDED BY: [signature] DATE: 10/26/10 FILED: 10/26/10

STATE OF ARIZONA
COUNTY OF APACHE, SS.

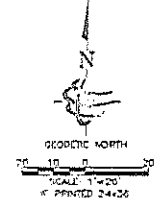
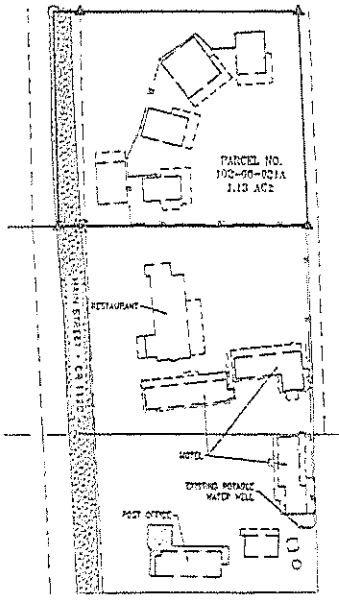
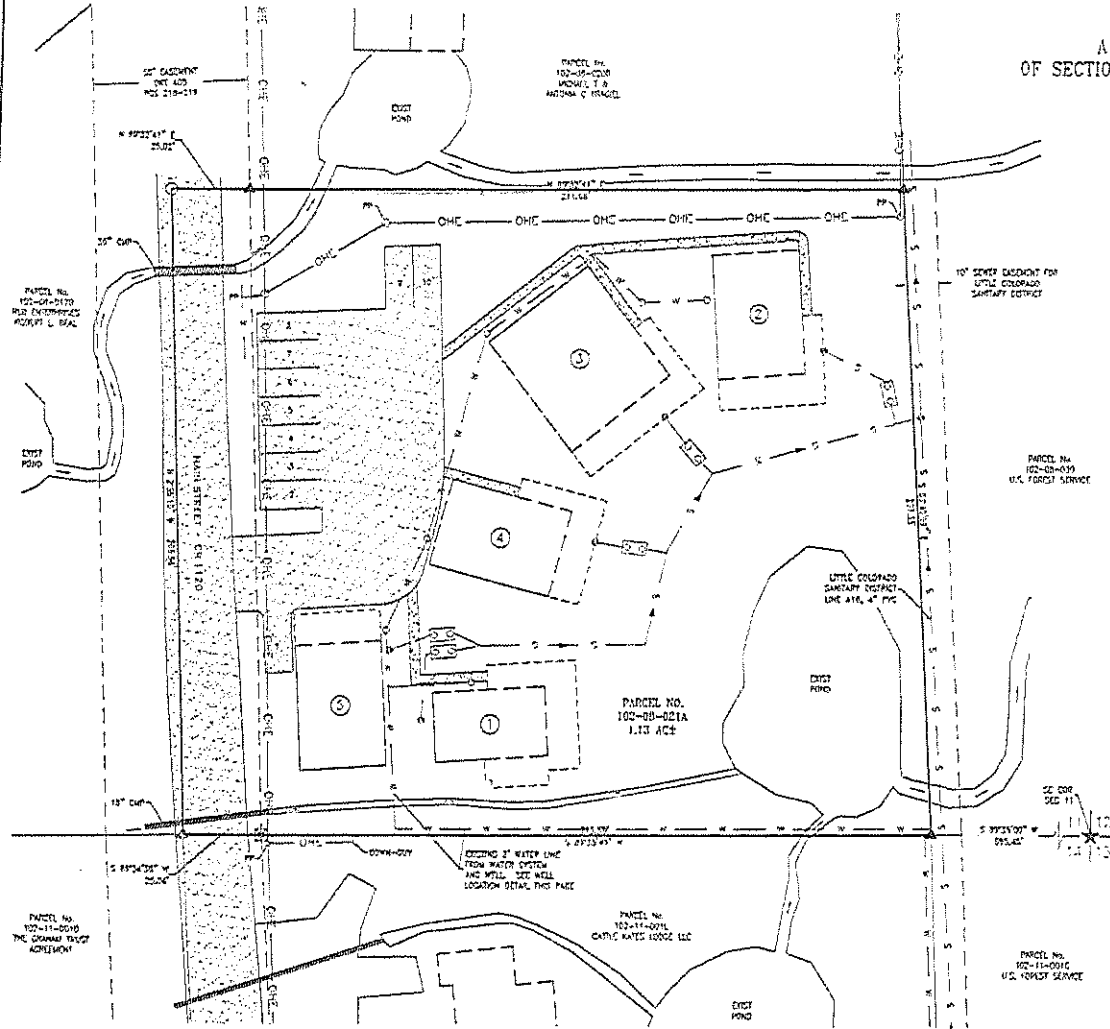
I hereby certify that the within instrument was filed and recorded.

in Book No. _____ Page _____

By: [signature] Deputy

CK CABINS SUBDIVISION PRELIMINARY PLAT

A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼)
OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREER, APACHE COUNTY, ARIZONA



LEGEND

- Fd GLO BRASS CAP ★
- Fd MAG NAIL W/ ZINCHER (LS 1455) ▲
- Fd PEBAR W/ YELLOW CAP (LS 6455) ▽
- Fd IRON PIPE W/ NO IDENTIFICATION △
- CALCULATED CORNER (NOTHING FND OR SET) ○
- EXCEPT AS NOTED
- CADIN - POINT OF BEGINNING □
- GRAVEL DRIVE [stippled pattern]
- EXISTING BUILDING FOOTPRINT WITH LOT NUMBER [numbered box]
- PROPOSED 3' WIDE PATHWAY [wavy line]
- EXISTING SANITARY SEWER TANK [rectangle with 'S']
- EXISTING SANITARY SEWER CLEAN-OUT [circle with 'S']
- EXISTING SANITARY SEWER LINE W/DIRECTION OF FLOW ARROW [line with arrow]
- EXISTING POTABLE WATER LINE [line with 'W']
- EXISTING OVERHEAD POWER LINE [line with 'OHE']
- EXISTING DRAINAGE CHANNEL FLOW [wavy line with arrow]
- PP = POWER POLE

FLOODPLAIN NOTES

BASED UPON CURRENT FEMA FLOOD INSURANCE RATE MAP NUMBER 0400104072E, THIS PROPERTY RESIDES IN ZONE D. "AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT "POSSIBLE". THE PROPERTY IS APPROXIMATELY 750-FEET WEST OF THE CHANNEL OF THE LITTLE COLORADO RIVER, AND APPROXIMATELY 600-FEET FROM THE LIMITS OF THE ZONE A FLOOD ZONE.

UTILITY NOTES

1. ALL SEWER LINES PASS BENEATH WATER LINES. VERTICAL SEPARATION EXCEEDS 24".
2. ALL MATERIALS USED IN DRINKING WATER SYSTEMS CONFORMING TO NSF STANDARDS. CONSTRUCTION MATERIALS ARE LEAD FREE AS DEFINED IN A.A.C. 418-4-504 AND R18-1-101.
3. ALL PIPING IS SOLVENT WELDED PVC, SCHEDULE 40.
4. ALL CONSTRUCTION AND INSTALLATION DONE IN ACCORDANCE WITH ACCEPTED STANDARDS OF GOOD WORKMANSHIP AND MEETS OR EXCEEDS THE UNIFORM PLUMBING CODE.
5. ALL SHOWN WATER LINES, SEWER LINES, DRAINAGE WAYS AND OTHER UTILITIES ARE EXISTING ON-SITE AND HAVE NOT BEEN CHANGED OR ALTERED PER THIS SUBMITTAL.

CK CABING LLC
0025 SHAWL WASHING WHEEL
PO BOX 244
GREER, ARIZONA 85627

TERRA VINA GROUP, INC.
CIVIL ENGINEERING & LAND SURVEYING
P.O. BOX 2025 - DE JUAN, ARIZONA 85634
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OFFICE: @TERRAVINA.COM - WWW.TERRAVINA.COM
PHONE: (520) 327-9910
FAX: (520) 327-9920

CERTIFICATION

This is to certify that the information shown herein is from an actual field survey made under my direct supervision and is true and correct to the best of my knowledge and belief.



Kenneth Figgare, R.L.S. 21947

Terra Vina Group, Inc.
CIVIL ENGINEERING & LAND SURVEYING
P.O. BOX 2025 - DE JUAN, ARIZONA 85634
PHONE: (520) 327-9910 - FAX: (520) 327-9905
OFFICE: @TERRAVINA.COM - WWW.TERRAVINA.COM

CK CABING SUBDIVISION
EXISTING UTILITY LAYOUT, SEWER, IRON PIPE DISTRIBUTION, GREER, APACHE COUNTY, ARIZONA

DESIGNED BY: DOUGLAS G. SANDOZ
DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: [blank]

(STATE OF ARIZONA)
COUNTY OF APACHE
I hereby certify that the within instrument was filed and recorded.
in Book No. _____ Page _____
LeNore V. Falton, Recorder
By _____ Deputy

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

July 7, 2014
St. Johns, Arizona

Present were, Chairman Tom M. White, Jr., Vice Chairman Barry Weller and County Manager/Clerk of the Board, Delwin Wengert. Supervisor Joe Shirley, Jr., County Attorney Michael Whiting and Attorney Joseph Young participated via the telephone.

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

Milton Ollerton gave the Invocation.

Bonnie Weller led the Pledge of Allegiance.

Ryan Patterson, Finance Director, presented the request for a public hearing, discussion, and possible approval of the FY 2014-2015 Tentative Budget. Mr. Patterson stated that draft copies of the tentative budget are available for the members of the public. Mr. Patterson stated that the current overall budget is \$53,455,000 with approximately two million set to allow for any unforeseen grants that may be received within the next year and is listed under miscellaneous revenue. Mr. Patterson provided an overview of the budget and that there is a .11 cent increase to the flood control budget during the Wallow Fire to be used for flood mitigation and there was money left over once that problem was taken care of. Mr. Patterson stated at that point there was a tax rate for two years spending off the money from the initial .11 cents rate. Mr. Patterson stated that with this proposed .4 cent rate, which will maintain a \$200,000 balance in the Flood Control District and will allow continuing help with the recent Assayii and San Juan fires. Mr. Patterson stated that the second increase is to the Library District of .7 cents which is about \$7.00 per \$100,000 assessed. Mr. Patterson stated that for several years there has been a large opening balance, or savings and over the years is has been spent down and is required now to maintain the current expenditures. Mr. Patterson stated that the third main item is the PILT- Payment in Lieu of Taxes. Mr. Patterson stated that the PILT is federal payment to local governments that helps offset the losses of property taxes due to nontaxable federal lands within county boundaries. The state legislature allows the County to take money from special districts and supplant the money that the county is losing from the PILT. Mr. Patterson stated that the Library District will give \$150,000, Heath District \$200,000, Juvenile Jail District \$100,000 and Flood Control District \$50,000 to cover the \$500,000 the County may or may not lose the PILT funding but won't know that until end of the fiscal year next June. Mr. Patterson stated that some of the districts are going down but the main increases are the three he outlined. Mr. Wengert stated that up through FY 2014, the PILT was mandated but congress to be paid to the 1900 entities that receive PILT at the full amount and Apache County received 1.6 million and going forward it is no longer mandated and historically when it this not mandated, congress has paid the PILT at 66% of the calculation which results in a deficit of \$500,000 from PILT. Mr. Weller asked if the Board is adopting the tentative budget today. Mr. Patterson stated yes and that allows the Board to set the top mark of where we are going to be at and the tentative budget gives us a

top limit; the budget can go down it just can't go up once it's approved. Mr. Weller asked about the timeline for discussion on the final budget. Mr. Patterson stated that the final budget comes up the first of August. Mr. Weller asked from now until then can we work with the departments on issues we have to pull the numbers down where it may be necessary. Mr. Patterson stated yes, the budget just can't increase so any negotiations or changes can be made to the budget as long as they go downward. Mr. Patterson stated that he also included in the budget, 2 million in excess funds that can be used in other areas such as if a grant came in. That money could be moved around during the budget process. Mr. Weller asked how the budget was increasing by 2 million when the economy has not improved and what particular grants did Mr. Patterson foresee that gave him that number to put in the budget. Mr. Patterson stated that Mr. Weller had informed him there was a grant coming in for forest service thinning of over a million so the main driver of the increase was the forest management grant that (Mr. Weller) had informed him was applied for within the last couple weeks so the majority of the 2 million is that along with the remainder which he always puts in the tentative budget so that if anything came in July, before the final budget, we would be able to appropriate those funds. Mr. Wengert stated that to clarify for Mr. Weller, the reason money is put into the budget such as the 2 million, is that it has to be in the budget in order to expend it so we are not pulling 2 million out of a bank account somewhere, it's just a place holder in case grants come in so we can spend it because if it isn't in the budget we can't spend it. Mr. Weller stated that he understood that, it's just that the forest thinning grant is only half of the 2 million increase and he does not understand where the other came from when we are trying to be limiting. Mr. Patterson stated that it is just an estimate on what might come in, such as with the million forest thinning grant that he didn't know about two weeks ago, there might be another department out there that has something that has not been brought up or found, so that department could apply for a grant within the next month and would have the ability to budget it so it could be spent. Mr. Weller stated that this is an increase and asked Mr. Patterson if he is foreseeing that he would reduce the overall budget at the final budget process if those grants aren't targeted. Mr. Patterson stated yes. Mr. Weller stated that he would request the finance department follow through with his request to see the written documented plan for the sheriff's office to reduce their budget and reduce expenses since there are so many issues there. Mr. Weller stated that regarding the flood control, he also is asking for the details on where that money was spent over the last couple years so he can see where that went relative to the tax base supporting that budget. Mr. Weller asked the other two supervisors to think about what is being proposed here is nearly an 8% tax increase on the citizens of the overall County when the economy is not going well; in fact it shrunk last quarter. Mr. Weller stated that Apache County ranks in the top ten poorest counties in the country of over 3000 counties and the tax rate that we have, even though it has been said is exceptionally low in the state, as compared to the median income there is well over 1200 counties that have a better tax rate. Mr. Weller stated that he is concerned with using the well managed library district funds to pay for other issues in the county and he is not for that, he is for transparency and he wants the citizens to realize that there are taxes being raised in special districts to account for other problems in the county and asked that in the next few years, the Board spend time managing these departments a little better to try to reduce costs where possible. Mr. Wengert stated that right now there are 139 approved vacancies in the County that are not filled due to the lack of funds and the county is basically operating at a bare bones level and within the sheriff's Office and Jail, they are down 27 positions overall including 14 deputies and as some point the County won't be able to deliver the services mandated to the citizens and he does not know of another County your size that operates

with that number of vacancies. Mr. Wengert stated that the employees and departments do a great job in delivering the services they do with the reduced number of employees. Mr. Weller stated that he appreciates Mr. Wengert's thoughts but he finds it a little distressing that our County Manager's attitude is that we cannot find another place to cut and will have to continue to increase taxes on the citizens as the economy gets even more constrained. Mr. Weller stated that he would appreciate open-mindedness to look deeper and deeper because if we don't start looking realistically at the issues in these departments we are in grave trouble in this county and we need to cut where we can. Mr. Wengert responded that he is open-minded and meets with every department during the budget process and over the past years, the majority of departments did not go up and operation costs remained the same. Mr. Wengert stated that raising taxes is the last thing that the County wants to do and only when it is absolutely necessary and tries to keep it at a minimum; he understands the impact but the county still needs to deliver services. Mr. Wengert stated that he did not want the public or the Board thinking the administration raises taxes without much consideration and trying to find other options if possible; the flexibility language that the legislature passed was not meant just for Apache County, it was meant for all the counties in the State, especially the small counties that had to take advantage of it because we have no other sources of revenue like other counties. Mr. Wengert stated that the primary levy limit is limited at .48 cents, which is a tenth of what some other counties are able to do, so we have to try and keep the county together and deliver services and speaking for the departments, he thinks as a whole, they have done a great job.

Sheriff Dedman addressed the Board and stated that public safety is critical and as the first responders to cover 11,000 miles, it is imperative to maintain public safety and when emergencies arise such as the fires they have to man road blocks and patrol areas so the communities feel safe and the deputies need to be visible and being down 27 positions causes overtime issues with personnel. Sheriff Dedman thanked the Board for their continued support and stated that he is confident that Mr. Wengert's office explored everything thoroughly and if this is the best option it should be supported.

Recorder Lenora Fulton addressed the Board and stated that she has tried very hard to work with the cuts through the years but there is a time when you can't cut anymore and staff is over worked and trying to do the best they can. Ms. Fulton stated she worked very close with the County Manager and it is the best they could do. Ms. Fulton stated that she is a taxpayer as well and sometimes we have to support the county as a citizen as well and the taxes are not extremely high and are reasonable. Ms. Fulton stated that no one likes tax raises but we need to support our County and we need to work together and asked the Board to support this budget.

Ada Guinn, Administrative Coordinator for Probation, stated that Director Moter was on vacation and he asked her to speak for the Probation Department. Mrs. Guinn stated that there have been many budget cuts over the years and it started before the county did at the state level. Mrs. Guinn stated they have lost several employees and are at bare minimum in staffing and have multiple employees covering multiple duties and have reduced an entire director and most staff to almost nothing. Mrs. Guinn stated that while employees come to work and do a good job, they are over stressed with the duties put on them. Mrs. Guinn stated that the County invests a lot of money in vehicles, buildings, and signs; it's time to invest a little money in staff and a 3% increase is not that much. Mrs. Guinn stated that employees are already living payday to payday

and they feel the hurt just as much as everyone out there and a lot of their staff that qualify for state benefits and the County needs to invest in its future.

Keli Dine-Shields, Assistant Public Health Services District Director addressed the Board to advocate for the 3% raise. Ms. Sine-Shields stated her department did a survey to look at how many staff members left for a better paying job and there were several in the past three year; 3 health educators, 1 secretary, 3 nurses, and a nutritionist. Mrs. Sine-Shields stated that the cost to the county due to staff turnover is substantial and involves program specific training and since April, \$4,622 was spent on training a new employee. Mrs. Sine-Shields stated that also affected are the relationships with clients due to the confidential topics that are discussed and working in the schools with teachers and students, it takes a building of trust and with every new staff member the process starts over again.

Mr. White stated that he had previously asked Mr. Wengert and Human Resources Director Karen Houston to provide the breakdown of raises to employees for those earning over \$50,000 getting 2.5% and those employees earning under \$50,000 get 3.5% and asked if that was done. Mr. Wengert stated yes, and those results are available for anyone to review and the costs would be less than doing the 3% across the board which would cost \$240,000 and the 2.5% - 3.5% would cost \$190,000. Mr. White stated that he agreed we are losing good employees who are leaving to other organizations because they are being offered more money and as Sheriff Dedman stated, we are down in his department by 27 employees and that puts a burden on overtime for the officers and losing officers to other agencies such as the Navajo Nation who pay more. Mr. Weller stated that there are evidently some results by Human Resources and the County Manager that were obtained at the request of the chairman and stated that he is requesting that any time any supervisor requests anything from any department, those results are to be sent to all three supervisors.

Mr. Weller stated that with the loss of federal prisoners has created a tremendous lack of revenue for the county and that is where he is trying to focus and be creative as possible and jails are very expensive and wondered if it has been explored to combine with another county. Mr. Weller stated that there are all types of options and we need to start looking at and those details have not been laid out to him so he is not sure that he could be convinced that we have looked at all the possibilities. Mr. Weller stated that he is not advocating for a reduction in personnel, with the present situation, he understands there have been cuts but that doesn't mean we don't look closely at every department. Mr. Weller stated regarding the issue of the 3% raise, that is part of the 8% increase to the tax base to the people who are paying the bills. Mr. Weller stated that it will be interesting to look at the population in the county, is it increasing or decreasing and are the tax revenue increasing or decreasing. Mr. Weller continued by saying the valuation of homes has gone down in the past few years which burden the taxpayers more because the value of their assets have gone down. Mr. Weller stated that if we are having a net loss of personnel in the County (which he believes) because the schools are screaming they are losing students, that means there are less people paying taxes. Mr. Weller stated that its important to provide essential services and he wants to do what he can for the employees but he would like to see more people coming into the county before we raise taxes anymore and he is trying to represent the taxpayer. Mr. Patterson asked Mr. Weller for clarification on his request, and asked if he meant how the jail has reduced their costs. Mr. Weller responded yes, that department for the revenue streaming

loss but he would like to spend detailed time in all departments and get a better understanding on how Mr. Patterson and Mr. Wengert feel comfortable with the limitations of where we are. Mr. Patterson stated that is a good idea and he can show Mr. Weller where those 139 position cuts have come from. Mr. Weller stated he is more interested in probation's case load and department's operations.

Chris Hext, Chief Deputy Assessor, thanked the Board for everything they as well as the public have done for the Assessor's office and whatever the supervisors can do for the employees would be very much appreciated. Ms. Hext stated that historically her office has had 12-14 people in their office and they are now down to 8 plus the Assessor and the workload increases due to statutory requirements and they are trying to do their best to help the public and will continue to do so.

Treasurer Marleita Begay thanked the Board for listening to the pros and cons and understands Mr. Weller's point of view as far as raising the taxes, as for the treasurer's office, they have had to negotiate with Mr. Wengert and Mr. Patterson on their proposal on providing services to taxpayer and though it didn't go her way, she understands there are some things she is doing where she will cost save more such as changing vendors. Ms. Begay stated that they have cut expenses such as they no longer having a vehicle in their department and she is ok with that but the employees work extra hard, especially in her office where they sometimes even work weekends. Ms. Begay stated that she supports the 3% raise or whatever the Board decides but whatever the decision, her office will move forward.

Ben Dugdale, IT Director stated that the federal government is inflating the currency so Mr. Weller being concerned about what appears is a tax increase, with the value of our money being decreased, that value is already gone out so to keep pace or to take steps to keep pace with that loss of value is inevitable in the end. Mr. Dugdale stated that the figures he looked at, our own government estimates that we've inflated the currency 26%, 10.9% since 2009 and that is a substantial so increases are inevitable if we are going to maintain services.

Supervisor Shirley stated that the conversation is becoming repetitive; that we all know we are in dire straits regarding the budget and Apache County is not alone and is doing the best we can and everyone understands that. Mr. Shirley stated that he wished they could give a higher percentage to the salaries of employees, like he said before they are the one that make them look good as leaders and they are the ones working in the trenches meeting the needs on the front lines and this is the best we can do at the moment. Mr. Shirley expressed his appreciation to the Sheriff for being out there even with staffing cuts, he is out there trying to deliver services and that is the same in every other department in the County. **Supervisor Shirley stated that he wanted all the employees to know he appreciates every member of the staff including the leadership and moved to approve the tentative budget as presented. Mr. Weller seconded the motion.** Mr. White thanked everyone for speaking up with their pros and cons today. Mr. Weller asked School Superintendent Barry Williams if he had any idea where the school equalization tax rate is going to come in this year. Mr. Williams responded that at this point he does not expect to see any increases and hoping for no additional decreases and there has been some funding restored back to the school systems and as property values decrease, in order to maintain the level of service needed, there is no other choice but to increase the taxes.

Chairman White called for the vote. Motion passed 2-1 with Mr. Weller voting nay.

Brannon Eagar, Chief Deputy Sheriff provided an update on the current state of emergency regarding the San Juan Fire. Chief Eagar stated that the fire is currently 95% contained and the incident management team has turned the fire back to the local agencies which is the BIA for their portion and the U.S. Forest Service for their portion and that is left is some chipping to along the fire lines and they will continue to patrol the fire perimeter. Chief Eagar stated that the area will continue to smoke until we get substantial precipitation which will bring about the possibility of flooding in the Vernon community and he has been looking at drainage issues and how to mitigate that. Chief Eagar stated that sandbags have been delivered with three truckloads of sand and the sand bagging machine which belongs to the Arizona Division of Emergency Management on loan to the Vernon Fire District and Vernon Fire District is overseeing the sandbagging operations. Chief Eagar stated that County Engineer Ferrin Crosby met with the fire chief and they are looking at the drainage areas coming into the populated areas and what needs to be done to mitigate the damage that could come from the monsoon storms that are on their way. Chief Eagar requested that the State of Emergency be left in place at least until the next Board meeting and see if it is still necessary but there is still a state of emergency for the Vernon Community and we need to be there to mitigate those issues as much as we can and work with the property owners. Chairman White stated that he also agrees there is a need to keep the state of emergency in place and will look at this meeting to meeting. Chief Eagar stated that the Fire Restrictions Coordination Group will meet on Wednesday and look at the precipitation that has fallen, the energy release components in the fuels and make a determination amongst the group what they should do with the fire restrictions and contact Mr. Wengert and keep the supervisors advised regarding restrictions. Mr. Weller stated that he supports keeping the emergency declaration in place considering we are not 100% and there are flooding issues associated with the fire. Mr. Weller asked about the Assayii Lake Fire compared to the San Juan and asked if sandbagging operations were there as well. Chief Eagar stated that the Baer Team is still working with the Navajo Nation regarding immediate flooding issues.

Lorraine Vaught, a resident of Vernon, thanked the County and other agencies for the good work on the San Juan Fire and thanked the Board for keeping the state of emergency in place because they are looking at issues related to flooding.

Supervisor Shirley stated that he has another meeting to get to and was excused from the remainder of the meeting.

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

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

Approved this 4th day of August, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
July 15, 2014
St. Johns, Arizona

Participating via the telephone was Vice Chairman Barry Weller and Supervisor Joe Shirley, Jr. and County Attorney Michael Whiting. Present was County Manager/Clerk of the Board, Delwin Wengert. Chairman Tom M. White, Jr. was unavailable due to travel.

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

Ferrin Crosby gave the Invocation.

Delwin Wengert led the Pledge of Allegiance.

Vice Chairman Weller called for the Public Health Services District item.

Judith Pepple, Library Director, requested approval of a temporary lease agreement, July 1, 2014 through August 7, 2014 between the Apache County Library District and the Vernon Fire District. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller asked why the agreement was for such a short time. Ms. Pepple stated that the Vernon Fire District Board determined that it was not right for them to support a second office which houses the food bank however they currently have insurance until August 7, that would allow them to cover the food bank distribution so they asked if they could have a short lease so they would allow the food bank to make a July distribution. Motion passed.

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

Chairman Weller called for the regular agenda items.

Mr. Wengert presented the Consent items A-C. **Mr. Shirley moved approval, seconded by Mr. Weller** who stated that he still has not worked out the logistics of the demands with Finance Department but will vote to approve for the sake of keeping things moving forward today. Mr. Weller stated that there are two items that the County Attorney's Office was asked to do at the July 1, 2014 meeting, and he has not yet received the written opinion that was requested, nor the data he requested on the grant and asked that the County Attorney's Office review the minutes of that meeting and provide him with the information he requested. County Manager/Clerk of the Board: A. Request approval of minutes dated June 27, 2014 and July 1, 2014. B. Request approval of demands dated July 1, 2014 to July 15, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount APACHE COUNTY HAS 2,774.59 APACHE COUNTY MEDICAL 143,697.00 APACHE COUNTY TAX WITHHOLDING 137,674.61 AZ STATE RETIREMENT SYSTEM 87,370.77 COLONIAL LIFE AND ACCIDENT INS 1,275.04

CORRECTIONS OFFICER RET PLAN 8,178.00 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,981.70 MUTUAL OF OMAHA 1,269.52 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 40 13,825.82 PUBLIC SAFETY SHERIFF RET 41,255.65 SECURITY BENEFIT GROUP 1,321.00 SUPPORT PAYMENT CLEARINGHOUSE 2,589.68 4 RIVERS EQUIPMENT LLC 1,157.83 AVAYA COMMUNICATIONS 1,381.19 BILLS DISCOUNT AUTO PARTS (NAPA) 2,922.10 BRADCO 24,606.45 COMMUNITY COUNSELING CENTERS INC 11,200.00 DELL COMPUTER CORPORATION 2,433.41 DEWITT, COLLIN J 1,600.00 ELECTIONS SYSTEMS AND SOFTWARE 21,460.13 EMPIRE MACHINERY 1,132.08 HALL, CAROLYN S 1,099.94 HOME DEPOT 1,163.79 IT1 SOURCE LLC 26,202.14 KACHINA RENTALS 3,990.00 NATIONAL PEN CO LLC 1,055.90 OFFICE DEPOT 2,463.81 SANDOVAL, PATRICK J 1,097.53 SOUTHWEST AUTO AND TRUCK REPAIR 1,985.32 TYLER TECHNOLOGIES INC 5,984.75 GOSERCO, INC. 3,680.54 RESERVE ACCOUNT 12,000.00 SYSTEM EXCHANGE CORPORATION 4,625.00 THE AARONS COMPANY LLC 3,000.00 AMIGOS LIBRARY SERVICES 2,748.90 AZ COUNTIES INSURANCE POOL 467,870.00 BLUE HILLS ENVIRONMENTAL 1,329.20 CNS BUSINESS FORMS INC 5,839.83 FRONTIER 1,720.97 MOUNTAIN COMFORT HEATING AND COOLING 2,921.42 SPRINGVILLE-EAGAR CHAMBER OF COMMERCE 1,100.00 SUPERIOR EQUIPMENT 4,332.00 TRACKER SOFTWARE CORP 2,898.00 YOUNGS FUTURE TIRE 1,393.38 ARIZONA STATE FORESTRY DIVISION 5,787.54 AZ DEPT OF RISK MANAGEMENT 2,235.34 BRADCO 26,026.30 BREWER LAW OFFICE PLLC 1,006.50 CENGAGE LEARNING INC 3,000.00 COFFEEN, GEORGE 2,070.00 COOK'S CORRECTIONAL KITCHEN 1,410.00 CRESTLINE SPECIALTIES INC 3,604.73 DAVID J MARTIN PLLC 1,518.00 DELL COMPUTER CORPORATION 6,540.73 DRAKE EQUIPMENT OF ARIZONA INC 5,816.79 GALL'S INC 1,254.80 GIBBS, DAVID R 2,430.00 L R INVESTIGATIONS LLC 1,170.00 LATHAM, MICHAEL 1,800.00 LEE, BREANNA LYNNE 1,313.13 NAVOPACHE ELECTRIC COOPERATIVE 7,757.42 NORTHEASTERN ANESTHESIA PLLC 1,012.50 QUILL CORP 2,310.66 RIGG LAW FIRM PLLC 1,936.00 RUSH TRUCK CENTER 1,433.74 SHELL OIL 2,324.35 SIMARD, SYLVIA M 2,520.00 STALEY LAW FIRM PLLC 1,056.00 WHITING, GARRET LEE 1,800.00 C. Request approval of a Liquor License Extension of Premises/Patio Permit Application recommendation for Richard Bruneau, Snowy Mountain Inn, located at 38721 Route 373 in Greer, Arizona for a company party on August 9, 2014. Motion passed.

Lenora Fulton, County Recorder requested approval to convert a currently full time (40 hour) position, to a part time (20 hour) position and to create a part time (19 hour) per week Clerk (range 12) at \$8.20 per hour as part of a reorganization plan. **Mr. Shirley moved approval, seconded by Mr. Weller.** Motion passed.

Brannon Eagar, Chief Deputy Sheriff provided an update on the San Juan Fire. Chief Eagar stated that the fire is fully contained at 6,975 acres and provided handouts for the Board on the fire management briefing and burned area report. Mr. Weller asked what the dollar amount was requested for refurbishing. Chief Eagar stated \$228,300 for the recovery. Chief Eagar stated that there was some flooding from the burn areas that occurred yesterday and the County's road crew was there to take care of it. Chief Eagar reminded the public that during those flows do not try and cross the roads since you can't tell what is washed out beneath the water. Chief Eagar requested the fire restrictions be lifted needed to keep the state of emergency in place due

to potential flooding. Chief Eagar stated that the energy release components were down below the 80th percentile on the 7th of July and the forest service and Navajo County lifted the fire restrictions and recommended lifting the fire restrictions officially for Apache County. **Mr. Shirley moved to lift the fire restrictions, seconded by Mr. Weller.** Motion passed. Chief Eagar stated that tin regards to action related to the current state of emergency that was put into effect June 27, 2014, due to the potential flooding from the burned area, he requested the state of emergency remain in place until the next regular Board meeting in July.

RESOLUTION NUMBER:2014-10
A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, LIFTING THE EMERGENCY FIRE RESTRICTIONS PREVIOUSLY
IMPOSED BY THE BOARD IN RESOLUTION #2014-07

WHEREAS, the Apache County Board of Supervisors previously imposed emergency fire restrictions by Resolution #2014-07 adopted April 22, 2014; and

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

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

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

That the fire restrictions imposed by Resolution #2014-07 approved on April 22, 2014, and any Other restrictions are hereby lifted and such resolution and accompanying restrictions shall have no effect in Apache County.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 15th day of July, 2014.

/s/ Tom M. White, Jr.
Chairman of the Board

ATTEST:
/s/ Delwin Wengert
Clerk of the Board

Angela Romero, Election Director, requested approval of the polling place designations to be used for the August 2014 Primary Election. **Mr. Shirley moved approval, seconded by Mr. Weller.** Motion passed.

Angela Romero, Election Director, requested appointment of precinct and tally board workers for the upcoming August 2014 Primary Election. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller stated that he had previously talked about advertising and expanding the base of tally workers and asked if Mrs. Romero had made any progress on that. Mrs. Romero

stated that she has incorporated her same tally board that she has used in the past and she does have names that have been submitted and took that into consideration for the upcoming election. Mr. Weller asked if the new people are being put through the training. Mrs. Romero stated only those who have been selected to work are trained. Mr. Weller asked if there were any new workers. Mrs. Romero stated no, she is utilizing the same individuals that have accomplished her previous elections; that this is a very large election and the board she uses has proven to be 100% accurate in the past and with everything she needs done, she feels comfortable with the tally board she has selected. Mr. Weller stated that because it is a large election, it is a great opportunity to train new people and asked if people were willing to through the training process would Mrs. Romero train them. Mrs. Romero stated that if they are not to be paid, absolutely. Motion passed.

Mr. Wengert presented notification of a Special Board of Supervisors meeting to be held on July 22, 2014 at 8:30 a.m. MST, (9:30 a.m. MDST) at the Nahata Dziil Chapter House, #1 Red Sands View Road in Sanders, Arizona for the purpose of considering the liquor license application recommendation for Lee's Liquors and the Red Barn Trading Post. Mr. asked if this issue is considered a public hearing. Mr. Wengert stated no. Mr. Weller asked if the public would be allowed to speak. Mr. Wengert stated that he believed so, but it was up to the chairman of the Board. A discussion was held regarding the liquor license process. Mr. Weller asked about any plans for overflow since he is hearing there may be a large crowd in attendance. Mr. Wengert stated that the county will set up a sound system and as far as overflow, the fire marshal determined how many people are allowed in the building and will accommodate as many people as possible. Mr. Wengert stated he will get a legal opinion from the County Attorney regarding the process of an overflow.

Lenora Fulton, County Recorder, stated that there is a multi-purpose building near the chapter house as well as the high school if needed. Mr. Weller asked Mrs. Fulton for a translator be in attendance so the language could be translated if needed.

Brad Grower, a resident of Apache County, stated that even though it is not required by law, he would like this meeting to be a public hearing since there is no reason not for it to be so that testimony can be put on record. Mr. Weller stated that he is not sure that this can be converted to a public hearing since we would not meet the time restraints, and agrees that the public input is critical and is similar to a public hearing and would delay the recommendation to the liquor board. Mr. Grower stated that he spoke with a representative at the liquor board yesterday and they said they are extremely flexible on the 60 day limitation so there is no need for this to be rushed.

Chief Deputy Brannon Eagar, stated that in regard to the San Juan Fire, he just received an email from the U.S. Forest Service-Washington Office, just approved the emergency stabilization funds requested for the San Juan Fire so those funds are now available and will be beginning their work right away.

Vice Chairman Weller opened the floor for the call to the public.

Lorraine Vaught, a resident of Apache County, thanked the Road Crew for their good work with the San Juan Fire flooding that happened.

Brad Grower, a resident of Apache County, stated that Apache County has multiple employees who work in the IT field who have adequate experience and the resources are available within the budget to amend the deplorable sound system that is 30 years behind the technology in these chambers and anyone present has to listen to the echo. Mr. Grower requested the meetings have video teleconference capabilities and be videotaped and with the recent prohibiting of streaming the meetings, there seems to be an attempt by the County to prevent the transparency and openness that the internet could provide. Mr. Grower stated that he hopes Mr. Shirley and Mr. White will be open to discussing the upgrades in the near future. Mr. Wengert responded that he wanted the public to understand that the Board instructed him, as manager over the past several months, to come up with a system to provide video conferencing and they have been waiting for Frontier Telephone to upgrade the infrastructure in Chinle and Ft. Defiance and that occurred in the last month and have purchased the equipment to accomplish video conferencing and should be in place in the next few weeks. Mr. Wengert stated that the chairman is also looking into video streaming the Board meetings. Mr. Weller stated that the Board direction was not recent, it was well over a year ago Mr. Wengert was instructed to look into the cost to put video equipment in the other areas (of the county) but he appreciated the update.

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

Mr. Shirley moved to adjourn, seconded by Mr. Weller. Motion passed.

Approved this 4th day of August, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

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

date/time stamp

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

County Manger _____

Date/Signature: _____

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

Demands _____

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Date payment received _____
CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service. A non-refundable \$50 fee will apply. Specific purpose for change:
Temporary change for date(s) of 09 / 20 / 14 through 09 / 20 / 14 List specific purpose for change: Wedding reception

1. Licensee's Name: Bruneau, Richard Wilder
2. Mailing Address: 38721 Rte. 373, Greer, Az 85927
3. Business Name: SMI Investments, LLC., The Scoreboard Restaurant and Bar LICENSE #: 12013010
4. Business Address: 38721 Rte. 373, Greer, Apache, AZ 85927
5. Business Phone: (928) 735-7576 Residence Phone: (928) 735-7845
6. Do you understand Arizona Liquor Laws and Regulations? YES NO Fax #: (928) 735-7845
7. Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire?
8. What security precautions will be taken to prevent liquor violations in the extended area?
9. Does this extension bring your premises within 300 feet of a church or school? YES NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested.
Investigation Recommendation Approval Disapproval by: Date: / /

After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation.
This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:
(Authorized Signature) (Title) (Agency)

I, Richard Wilder Bruneau, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

Signature of Owner or Agent: Richard Wilder Bruneau
State of ARIZONA County of APACHE
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
Notary Public - State of Arizona SARAH OTERO
APACHE COUNTY Day July 2014 Year
My Commission Expires November 4, 2015
My commission expires on: 11/04/15
(Signature of NOTARY PUBLIC)

Investigation Recommendation Approval Disapproval by: Date: / /
Director Signature required for Disapprovals Date: / /

THE NAVAJO NATION



BEN SHELLY PRESIDENT
REX LEE JIM VICE PRESIDENT

July 22, 2014

Mr. Tom M. White, Jr., Supervisor
Apache County
P.O. Box
Fort Defiance, Arizona 86504

Dear Mr. White,

We are requesting your services to purchase a new living room set for the Sawmill Senior Citizen Center. The center is in the process of renovation and almost complete. We will be having a rededication of the building as soon as it is completed in August 2014. Also In addition to this we are Requesting a flat screen TV.

On behalf of all the seniors who requested, I am writing this request letter to you. Thank you for your consideration and approval on this important matter.

Sincerely,

Pauline M. Begay, President
Sawmill Local Senior Council

Xc: Louise Q. Mark, Supervisor
Anselm Bia, Jr., Driver
file

NTE 2,000
Per Henrietta

Etta,
Please forward to
Beth Bond to put
on BOS agenda.
Living room set only!

Thxs,
JK 7/28/14

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: July 28, 2014

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

Request discussion and possible approval to increase the salary of Paula Claw to \$64,722.00, retroactive to June 23, 2014. Paula Claw comes to Apache County with two masters' degrees, supervisory experience. This salary is commensurate with the District I District Manager salary.

BOS Meeting Date Requested 08/04/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

July 01, 2014

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 Brewer's acknowledgement of August 2014 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 Marjorie Cook with any ideas or event information at (602) 771-6302.

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

Sincerely,

Scott Lekan
Deputy Assistant Director
Division of Child Support Services

Janice K. Brewer
Governor

Office of the Governor

*** CHILD SUPPORT AWARENESS MONTH ***

WHEREAS, the safety and well-being of children is paramount and families need financial means and stability to protect and assist their children; and

WHEREAS, providing resources to aid parents in succeeding can make a difference in helping to promote long-term security and enriching a child's life and will make our children stronger; and

WHEREAS, parents and/or caretakers, through a strong work ethic and personal responsibility, can provide a stable foundation for life to children who are dependent upon them for their daily financial, emotional and physical growth; and

WHEREAS, collaborative community partnering with parents can assist in identifying valuable resources that may be necessary to achieve self-sufficiency, including employment, education, parenting time, health care, and other services, to obtain the best possible outcomes; and

WHEREAS, community partnerships can serve as a strong resource to families by providing constant family support and guidance, and give families the power to decide their children's future; and

WHEREAS, recognizing that education plays a critical role in improving Arizona's opportunities for growth and prosperity for parents as well as children and ensures children are well-equipped for school and achieve academic success at all levels; and

WHEREAS, enhanced occupational and literacy skills, enables parents to be more competitive in the workforce, improves self-esteem, provides for better paying jobs and greater employment opportunities; and

WHEREAS, the Department of Economic Security, Division of Child Support Services is committed to assisting parents in realizing their financial responsibilities, updating and maintaining open, continuous, consumer-friendly communications, and engaging with parents and diverse family structures, to assist them towards greater self-sufficiency to attain the best results for Arizona's children.

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, do hereby proclaim August 2014 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



Janice K. Brewer
GOVERNOR

DONE at the Capitol in Phoenix on this twenty-seventh day of June in the year Two Thousand and Fourteen, and of the Independence of the United States of America the Two Hundred and Thirty-eighth.

ATTEST:

Ken Blumenthal
Secretary of State

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Delwin Wengert, Apache County Manager

Date/Signature: Wengert

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

Discussion and possible approval regarding the appointment of Yvonne Stallings as the Interim Public Fiduciary working under the direction of Michael Latham of the Apache County Attorneys Office.

BOS Meeting Date Requested 8/4/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: 7/24/14 [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 Memorandum of Understanding between Apache County & Tucson Electric Power to permit and participate in the reconstruction of County road 4162

BOS Meeting Date Requested 8/4/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

MEMORANDUM OF UNDERSTANDING

By and between

APACHE COUNTY

And

TUCSON ELECTRIC POWER

This Memorandum of Agreement is entered into as of the ____ of _____, 20__ by and between **APACHE COUNTY BOARD OF SUPERVISORS**, a political subdivision of the State of Arizona, hereinafter referred to as County and **TUCSON ELECTRIC POWER**, hereinafter referred to as TEP, to memorialize and agreement to reconstruct County Road 4162 between US Highway 180/191 and the TEP Springerville Generating Station, hereinafter referred to as SGS

Whereas, County maintains a portion of County Road 4162 which services the SGS, the entirety of the road is 12.8 miles and County maintains 3.8 miles of such road; and,

Whereas, TEP desires to reconstruct the entirety of the Road to improve access to TEP employees, vendors, and others; and,

Whereas, County would be benefitted from the reconstruction of the portion of the Road maintained by County; and,

Whereas, County is willing to allow TEP to reconstruct the Road, and is also willing to contribute certain materials and labor; and,

Whereas, all parties are authorized to enter into this Agreement;

Now therefore, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to reconstruct County Road 4162 as partners in roles described herein, to benefit TEP and the County.

2. Termination

This agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, any payments already made to County or APHIS-WS shall not be returned. All property purchased under this Agreement shall remain with the recipient unless otherwise stated.

3. Provisions

A. Obligations of the County:

County agrees to partner the 3.8 mile portion of County Road 4162 owned and controlled by County. County will provide new signage, temporary paint striping and permanent epoxy striping on County Road 4162. County will haul all millings or allow the millings to be placed on the shoulder. County will reimburse TEP for Construction Administration not to exceed \$130,000.

B. Obligation of TEP:

Reconstruct County Road 4162, including both TEP owned section and the portion maintained by County. Ensure that such reconstructed Road is adequate and safe for the purpose served by such Road. TEP will utilize the Manual on Uniform Traffic Control Devices (MUTCD) approved traffic control plans and devices to protect both the traveling public and construction crew performing the road improvements. All industry standard safety practices to safeguard the traveling public during the reconstruction shall be administered by TEP.

4. Cancellation for Conflict of Interest

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, including County, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

5. Non-discrimination

Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act.

6. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona

7. Indemnity

TEP agrees to indemnify County for any damages incurred by County, TEP, or any third party as a result of the reconstruction contemplated by the is agreement or the completed road.

Tom White, Chairman

Apache County Board of Supervisors

Attest:

Clerk of the Board

By: _____

MEMORANDUM OF UNDERSTANDING

**By and between
APACHE COUNTY**

And

TUCSON ELECTRIC POWER

This Memorandum of Agreement is entered into as of the 17th of September, 2013 by and between **APACHE COUNTY BOARD OF SUPERVISORS**, a political subdivision of the State of Arizona, hereinafter referred to as County and **TUCSON ELECTRIC POWER**, hereinafter referred to as TEP, to memorialize an agreement to reconstruct County Road 4162 between US Highway 180/191 and the TEP Springerville Generating Station, hereinafter referred to as SGS

Whereas, County maintains a portion of County Road 4162 which services the SGS, the entirety of the road is 12.8 miles and County maintains 3.8 miles of such road; and,

Whereas, TEP desires to reconstruct the entirety of the Road to improve access to TEP employees, vendors, and others; and,

Whereas, County would be benefitted from the reconstruction of the portion of the Road maintained by County; and,

Whereas, County is willing to allow TEP to reconstruct the Road, and is also willing to contribute certain materials and labor; and,

Whereas, all parties are authorized to enter into this Agreement;

Now therefore, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to reconstruct County Road 4162 as partners in roles described herein, to benefit TEP and the County.

2. Termination

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, any payments already made to County or APHIS-WS shall not be returned. All property purchased under this Agreement shall remain with the recipient unless otherwise stated.

3. Provisions

A. Obligations of County:

County agrees to partner in a non-financial role and provide final signage and stripping of the 3.8 mile portion of County Road 4162 owned and controlled by County.

B. Obligation of TEP:

Reconstruct County Road 4162, including both TEP owned section and the portion maintained by County. Ensure that such reconstructed Road is adequate and safe for the purpose served by such Road. TEP will utilize the Manual on Uniform Traffic Control Devices (MUTCD) approved traffic

control plans and devices to protect both the traveling public and construction crews performing the road improvements. All industry standard safety practices to safeguard the traveling public during the reconstruction shall be administered by TEP.

4. Cancellation for Conflict of Interest

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, including County, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

5. Non-discrimination

Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.

6. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona

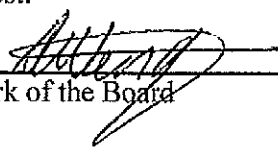
7. Indemnity

TEP agrees to indemnify County for any damages incurred by County, TEP, or any third party as a result of the reconstruction contemplated by this agreement or the completed road.



Tom White, Chairman
Apache County Board of Supervisors

Attest:



Clerk of the Board

By: _____

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

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

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

**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

RESOLUTION NUMBER:2014-_____
A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, LIFTING THE STATE OF EMERGENCY
IMPOSED BY THE BOARD IN RESOLUTION #2014-08

WHEREAS, the Apache County Board of Supervisors previously imposed emergency fire restrictions by Resolution #2014-07 adopted April 22, 2014; and

WHEREAS, the Apache County Board of Supervisors also declared a State of Emergency for fire conditions by Resolution #2014-08 adopted June 27, 2014; and

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

WHEREAS, the Board of Supervisors of Apache County on July 15, 2014 lifted the fire restrictions previously imposed upon all of the unincorporated areas of Apache County not under the jurisdiction of federally recognized Indian Tribes and other federal and state owned land;

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

That the state of emergency imposed by Resolution #2014-08 approved on June 27, 2014 is hereby terminated.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 4th day of August, 2014.

ATTEST:

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Sheriff's Office

Date/Signature:

[Handwritten Signature] 7/28/14

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

Sheriff's Office requests approval of Agreement DC-15-001 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang, and Violent Crime Control Grant Agreement in the amount of \$236,316.00. The grant requires a 25% match that will be paid utilizing RICO funds.

BOS Meeting Date Requested 8/18/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: See the attached email

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Stephenie Puzzi-Vallejos

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, July 23, 2014 3:55 PM
To: Stephenie Puzzi-Vallejos
Subject: RE: Apache SO DGVCC FY 2015 Grant Award Package

I have reviewed the grant documents and have no issues with it going before the board for vote.

From: Stephenie Puzzi-Vallejos [spuzzi@co.apache.az.us]
Sent: Monday, July 14, 2014 3:19 PM
To: Joe Young
Subject: FW: Apache SO DGVCC FY 2015 Grant Award Package

Joe,

Can you please review the attached grant agreement so we can put this on the BOS agenda?

Thank you,
Stephenie

From: Zibell, Amanda [mailto:azibell@azcjc.gov]
Sent: Wednesday, June 11, 2014 8:40 AM
To: Lance Spivey; Joe Dedman; Stephenie Puzzi-Vallejos
Subject: Apache SO DGVCC FY 2015 Grant Award Package

DGVCC grantee,

Our office is pleased to inform you that your agency has been selected for an award under the FY15 Drug, Gang and Violent Crime Control Grant Program, Cycle 28.

The following documents are attached:

- Award Letter
- Grant Agreement
- Application Scores and Comments
- Grant Agreement Checklist
- Grant Agreement Instructions
- Assigning Points of Contact Instructions Document

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

Sincerely,

Amanda Zibell
Program Coordinator
602-364-1186



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

ACJC Grant Number DC-15-001
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2014, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2014 and terminate on June 30, 2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Apache County Sheriff's Office
 P.O. Box 518
 St. Johns, Arizona 85936
 Attn: **Sheriff Joseph Dedman Jr.**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$56,736.00
Fringe Benefits (for salaries/overtime)*	\$42,552.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	\$137,028.00
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$236,316.00
Positions Funded: Commander (1.00), Detective - Eagar PD (1.00), Detective - Saint Johns PD (1.00)	
Equipment Type: Not Approved	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$94,526.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$82,711.00. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$59,079.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if It receives an award of federal funds other than this award, and those award funds have been, are being or

are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant

funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

-
29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.
Link: www.ojp.gov/funding/confcost/htm
 30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
 31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
 32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
 34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
 35. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
 36. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is

applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
44. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
45. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*

<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2013-DJ-BX-0049 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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

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

51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

52. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
53. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
55. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
57. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such

systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
65. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

- making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
67. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
 68. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
 69. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
 70. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 71. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
 72. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
 73. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
 74. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
 75. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
 76. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
3. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
4. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
5. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
6. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
7. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
8. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
9. Grant funds shall be used to reduce drug crimes in support of the Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy.

Authorized Official Initials: _____

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

FOR GRANTEE:

Chairman of the Board of Supervisors

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

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

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

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 Arizona Criminal Justice Commission Victim Compensation Grant Agreement, #VC-15-049 in the amount of \$65,778.00.

BOS Meeting Date Requested August 4, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



Arizona Criminal Justice Commission

June 26, 2014

Chairperson
BILL MONTGOMERY
Maricopa County Attorney

Vice-Chairperson
DAVID K. BYERS, Director
Administrative Office of the Courts

JOSEPH ARPAIO
Maricopa County Sheriff

JOSEPH R. BRUGMAN, Chief
Coolidge Police Department

TIMOTHY J. DORN, Chief
Gilbert Police Department

CLARENCE DUPNIK
Pima County Sheriff

CHRIS GIBBS, Mayor
City of Safford

ROBERT C. HALLIDAY, Director
Department of Public Safety

TOM HORNE
Attorney General

DREW JOHN
Graham County Supervisor

BARBARA LAWALL
Pima County Attorney

BRIAN LIVINGSTON, Chairperson
Board of Executive Clemency

SHEILA POLK
Yavapai County Attorney

WILLIAM PRIBIL
Coconino County Sheriff

CHARLES RYAN, Director
Department of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL G. SHARP, Chief
Oro Valley Police Department

STEVEN SHELDON
Former Judge

MARK SPENCER
Law Enforcement Leader

Executive Director
John A. Blackburn, Jr.

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

The Honorable Michael Whiting
Apache County Attorney's Office
PO Box 637
St. Johns, AZ 85936

Re: Victim Compensation Grant Number VC-15-049

Dear Michael Whiting:

On May 22, 2014 the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2015. The Commission also approved the allocation of \$3,892,500.00 in state and federal crime victim compensation funds to county programs for FY 2015. The total amount allocated to Apache County includes the following:

ACJC (State Funding)*	\$65,778.00
VOCA (Federal Funding)*	\$0.00
TOTAL ALLOCATION	\$65,778.00

*Estimated Level

The allocation of state funding to the Apache County compensation program includes \$7,920.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2015, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2014 or the agreement may be cancelled.

If you have any questions concerning this program you may contact me at 602-364-1154.

Sincerely,

Larry Grubbs, Program Manager
Crime Victim Services

CC: Christopher Misbach

Our mission is to sustain and enhance the coordination, cohesiveness, productivity and effectiveness of the Criminal Justice System in Arizona



ARIZONA CRIMINAL JUSTICE COMMISSION
Crime Victim Compensation Program
GRANT AGREEMENT

ACJC Grant Number VC-15-049
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)

This Grant Agreement is made this 26th day of June, 2014, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2014 and terminate on June 30, 2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Apache County Attorney's Office
 PO Box 637
 St. Johns, AZ 85936
 Attn: **The Honorable Michael Whiting**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	Not Approved
Fringe Benefits (for salaries/overtime)*	Not Approved
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	\$3,000.00
Travel Out-of-State	\$3,000.00
Benefits	\$57,858.00
Operating Expenses:	
Supplies	Not Approved
Registration/Training	\$1,920.00
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$65,778.00
Positions Funded:	
N/A	
Equipment Type: N/A	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$65,778.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to

be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 31
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	August 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events,

including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.

Link: www.ojp.gov/funding/confcost/htm

30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
36. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
44. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
45. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2013-VC-GX-0004 and 2014-VC-GX-0004 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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

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

51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

52. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in

accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

53. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
55. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/Implementation-guide.aspx>
57. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition
- Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

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

66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or

cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

67. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
68. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
69. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
70. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
71. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
72. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
73. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
74. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
75. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
76. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Victim Compensation Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
2. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
3. The GRANTEE understands that \$7,920.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
4. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
5. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
6. The GRANTEE shall remit all interest earned on Federal VOCA grant funds and all unexpended allocated funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 10 days of expiration of this award.
7. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (<http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm>).
8. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
9. The GRANTEE agrees to seek and order all available restitution owed to the program.
10. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.
11. The GRANTEE agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and 42 U.S.C. 10601 et. seq. The GRANTEE agrees that upon receipt for a request for such information pursuant to A.R.S. § 39-121, it shall inform the party seeking the information that the information is immune from legal process pursuant to federal law, specifically 42 U.S.C. 10604d.
12. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

Authorized Official Initials: _____

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

FOR GRANTEE:

Board of Supervisors Chair

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

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

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional Insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional Insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, July 30, 2014 5:00 PM
To: Beth Bond
Subject: Agenda item

Discussion and possible approval of the letter drafted by the County Attorney and under direction of the Board of Supervisors requesting the State Liquor Board deny the transfer of liquor license number _____.

Sent from my Verizon Wireless 4G LTE smartphone

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, July 23, 2014 3:50 PM
To: Beth Bond
Subject: Agenda Item

Discussion of Open Meeting Law updates and efforts to remain in compliance with such laws.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Treasurer's Office

Date: 7/28/2014

Signature: *W. Beguy*

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

Discussion and possible approval of a new line of revolving credit for Northern Apache County Special Health Care District in an amount of \$210,000.00.

Date & Time Needed: Effective Immediately

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

Legal Review: _____

Signature: *[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: Treasurer's Office

Date: 7/28/2014

Signature: *[Handwritten Signature]*

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

Discussion and possible approval of abatement of Personal Property Taxes in the amount of \$1,134,961.38 for all past due amounts from 2010 through 1981.

Pursuant to ARS 42-18351, the cost of pursuing the statutory lien sale and collection procedures or the sale of lands under article 7 of this chapter or the cost of the seizure and sale of personal property pursuant to section 42-18401 would equal or exceed the revenue that could be derived.

Date & Time Needed: Effective Immediately

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

Legal Review: _____

Signature: *[Handwritten 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: _____

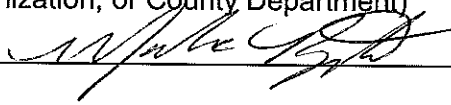
Signature Clerk of Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, Grants Manager



Date/Signature: 7/24/14

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

Review and approval of Crew use Agreement between Apache County and Arizona State Forestry for work under the WBB1 10-601 project in Crosby Acres.

BOS Meeting Date Requested 8/4/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: Please see attached.

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Malena Bzurto

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, July 23, 2014 1:35 PM
To: Malena Bzurto
Subject: RE: please review

Very simple, but legally I am ok with it.

From: Malena Bzurto [mjaramillo@co.apache.az.us]
Sent: Monday, July 21, 2014 2:56 PM
To: Joe Young
Subject: please review

Joe,
Please review for the BOS meeting.
Thanks!
Malena

Janice K. Brewer
Governor

Scott Hunt
State Forester

Arizona State Forestry Division

Flagstaff District Office
3650 Lake Mary Road
Flagstaff, AZ 86005
(928) 774-1425



Crew Use Agreement

Apache County

This Agreement is entered into this 14 day of July, 2014 between Apache County, herein called the "Party or customer" and Arizona State Forestry Division, 1110 West Washington, Suite 100, Phoenix, Arizona 85007, herein called the "ASFD".

This Agreement shall be completed under the terms and conditions specified under Apache County Grant #WBBI 10-601.

The estimated daily crew rate is \$1,467.24 and \$1,050.00 per acre.

The estimated total project budget is \$59,100.00 (this is not to be construed as a restriction on or guarantee to spend this amount should additional funding or lack of funding occur.

This agreement expires on the 30 day of September, 2014. (Agreement extensions can be negotiated given timely notification)

Scope of Agreement:

- ASFD will:
 - Provide a State Forestry Crew staffed by inmates, herein called the "Crew"
 - Provide a State Forestry Crew Coordinator, herein after called the "Crew Coordinator"
 - Provide Crew vehicles
 - Provide equipment to accomplish the agreed tasks. Any specialty equipment required by the customer may need to be provided by the customer.
- The Crew is to perform the following tasks:
 - Thin (cut) designated trees and remove the residual slash (limbs, boles < 3" in diameter. Merchantable boles > 3" diameter, status will be determined at start of project.
 - Thinning will be on designated properties by Apache County in Greer Arizona (50A) in Crosby Acres.
 - Daily accomplishment would average one and one-half acre per 20-man crew.
 - If requested, cutting and pilling residual slash will be accomplished using guidelines that would assure success in burning at a later date.
- Project costs that will be billed to the Customer include:
 - State Forestry Crew and Crew vehicles

- State Forestry Crew Coordinator
- State Forestry equipment
- Miscellaneous and/or specialized equipment needed to accomplish the project as described in scope of agreement or used upon request of the customer. Use of this equipment, the associated costs, and expectations will be included in this agreement and listed on the Project Work Summary
- Additional cost can be incurred if the Crew is required by the customer to work outside of the regular daily or weekly work schedules; these costs can include Department of Corrections (DOC) Officer overtime
- Due to the nature of the Crew (inmates), there are possible unplanned work delays or stoppages in which the customer will be notified as soon as possible.
- The State Forestry Crew may need to respond to a wildfire in the event they are needed the customer will be notified as soon as possible

Responsibilities

State Forestry responsibilities include:

- Provide the Crew to accomplish the project described in the Scope of Agreement
- Provide all standard tools and personal protective equipment (i.e. chainsaws, , gloves, hardhats, etc...) to accomplish the project described in the Scope of Agreement in a safe and efficient manner
- Provide transportation for the Crew to and from the project site
- Ensure that a Crew Coordinator oversees the work being accomplished and that he/she communicates on a regular basis with the customer concerning the work and or any issues that may arise from the project

Customer' responsibilities include:

- Ensure communication on a regular basis with the Crew Coordinator concerning the project
- Ensure that the project is well marked and the property boundaries are accurately defined
- If not the landowner, ensure access is authorized by the private property owners, if applicable describe the property in scope of agreement and show it on the included map
- Provides any specialized materials, tools or personal protective equipment beyond the standard equipment provided by the Crew; unless stipulated in the Scope of Agreement
- Provide a Grant number or any related Grant information if applicable.

Location and/or map

Greer, Arizona. Site coordinates; 12N 0642793E 3765310N.

Reporting/Recording Requirements:

The Crew Coordinator will complete a work summary at least every two weeks while working on this project. The work summary will be reviewed by ASFD and used to create an invoice for payment to the customer. The work summary is available to the customer by request. The work summary includes current rates charged for the crew hours, vehicles, equipment, crew coordinator, , etc.

In certain circumstances, more than one ASFD project number may be assigned to one

agreement. Work completed will be delineated by location and project number on the Work Summary completed by the Crew Coordinator.

Pre-work Consultations:

After the agreement is authorized by both ASFD and the customer, but before work shall begin, the Crew Coordinator shall meet with the customer to discuss the specific terms, conditions, specifications, and expectations of the agreement. The Crew Coordinator may request any other pertinent information from the customer; such as surveys and or boundary markers.

Payment:

The customer is responsible for 100% of the accrued cost that will be invoiced after any work has been completed. The customer may be sent an invoice for payment monthly or at the end of the project.

Billing Address:

Apache CO Annex, 75 West Cleveland St. P.O. Box 428, St Johns AZ 85936.

Audit of Records:

Pursuant to A.R.S. §35-214 and 35-215, the Party or Parties shall retain all data and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Party or Customer shall produce the original of any or all such records.

Cancellation for Conflict of Interest:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be affective when the Party or Parties receive written notice of the cancellation unless the notice specifies a later time.

Non-Discrimination:

The Party or Parties shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The State Forester shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Applicable Law:

This Agreement shall be governed and interpreted by the law of the State of Arizona, and administrative rules promulgated there under.

Arbitration:

The Party or Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

Amendment:

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Party or Parties or the Contactor hereto.

Termination:

Should either Party decide to cancel this Crew Use Agreement, they must do in writing and give a minimum of thirty (30) day notice. All Parties will be responsible for any work completed up to the cancellation date

Signature

Reserved for ASF Representative	Reserved for Customer Representative
<p>Signature _____ Date _____</p> <p>Kevin Boness District Forester</p> <p>Typed Name and Title</p>	<p>Signature _____ Date _____</p> <p>Delwin Wengert County Manager</p> <p>Typed Name and Title</p>
<p>Arizona State Forestry Division Entity Name</p>	<p>Apache County Entity Name</p>
<p>3650 Lake Mary Road Address</p>	<p>Apache CO Annex, 75 West Cleveland St. P.O. Box 428, Address</p>
<p>Flagstaff, Arizona 86005 City, State Zip</p>	<p>St. Johns, AZ 85936 City, State Zip</p>

<p>ASFD Fiscal Staff Only:</p>	<p>Acknowledgement sent: <input type="checkbox"/></p>
<p>Project #: _____ PCA: _____ Grant #: _____</p>	

**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:

Presentation by Steven Eddy, Tucson Electric Power: Update on UNS Energy Corporation being acquired by Fortis and the transaction and benefit of the change.

BOS Meeting Date Requested 6-17-14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

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

date/time stamp

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

Board of Supervisors _____

Date/Signature: _____

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

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

BOS Meeting Date Requested ongoing

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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