



**Joe Shirley, Jr.**  
**Chairman, District I**

**Alton Joe Shepherd**  
**Supervisor, District II**

**Travis Simshauser**  
**Vice Chairman, District III**

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

**January 2, 2019**

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

Invocation by Invitation.  
Pledge of Allegiance.

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

**January 2, 2019**

1. Discussion and possible approval of STD Control Services IGA #CTR040478 beginning January 1, 2019 through December 31, 2023 in the amount of \$6,036.00. This grant was budgeted for in FY19.
2. Discussion and possible approval of the Agreement for Clinical Practicum and/or Externship/Internship Education #4141 with Northern Arizona University. The purpose of the agreement is to establish a relationship between the university and the district to allow students from the university to participate in clinical practicum and/or externship programs approved by the university and conducted by the District.
3. Discussion and possible approval of IGA#16-097960 Healthy People Healthy Communities Amendment #4. This has been budgeted for in FY19.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE  
BOARD OF SUPERVISORS MEETING  
January 2, 2019**

1. Discussion and possible approval to accept State Grant-In-Aid in the amount of \$25,000. This is an ongoing grant from the Arizona State Library. The matching funds are met through regular expenditures.
2. Discussion and possible approval of the completed Strategic Plan for the Concho Public Library.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
January 2, 2019**

1. Community Development: Following a public hearing, discussion and possible approval of proposed amendments to the Apache County Building Safety Ordinance, along with the fee schedule and valuation data used for building permits. The Planning and Zoning Commission recommended approval of these changes on December 6, 2018. The proposed changes are available in the backup material posted on the County website or in the Planning and Zoning Department.
2. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

**County Manager/Clerk of the Board:**

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between December 4, 2018 and January 2, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- \*B. Request approval of the minutes dated December 4, 2018.
- \*C. Request approval of the job description for the Public Fiduciary and instruct the County Manager and the County Attorney's Office to fill the position.

3. Treasurer's Office: Discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total tax to be abated is \$967.71; total interest to be abated is \$756.68; total fees to be abated is \$35.00 for a total of \$1,759.41. A list of parcels included in the abatement are available in the Treasurer's Office or in the agenda backup material on the County website.
4. School Superintendent's Office: Discussion and possible approval of an Intergovernmental Agreement with Pinal County Superintendent of Schools for educational services rendered to juveniles from Apache County that are being held in the Pinal County Detention Center.
5. School Superintendent's Office: Discussion and possible approval to enter into an Intergovernmental Agreement between the Governor's Office of Youth, Faith and Family and the Apache County School Superintendent. This will provide full funding for a contracted project manager to coordinate, and implementation of the Peer/Parent Substance Use Prevention Programing.
6. Sheriff's Office: Discussion and possible approval of an amendment to the Drug, Gang and Violent Crime Control Grant #DC-19-001 previously approved on August 6, 2018.
7. Sheriff's Office: Discussion and possible approval to award Bid #201902 for the purchase and installation of a new roof for the jail/sheriff's building to Quality 1<sup>st</sup> Roofing in the amount of \$205,373.00. Quality 1<sup>st</sup> Roofing is the low bidder.
8. Engineering Department: Discussion and possible approval to lease/purchase one (1) Caterpillar 120M2 Motor grader for District III at a cost of \$21,452.60 per year, for seven (7) years using National Intergovernmental Purchasing Agreement (NIPA) – City of Tucson contract.
9. District I: Discussion and possible approval of a professional services agreement with Clinton Jim to facilitate BIA clearance process for the Carrizo Quarry pit lease. Contract is not to exceed \$6,000 per the contract budget.
10. District III: Discussion and possible approval to award Bid #201901 for the purchase of construction water in the Hunt Valley area.
11. District III: Discussion and possible approval of a professional services agreement between District III and Veritas Research Consulting, LTD.
12. District III: Discussion and possible approval of the reorganization of District III Supervisor's Office as follows: elimination of part-time Administrative Coordinator (range 38), Economic Development Director (range 60), Hazardous Fuels Mitigation Manager (range 58), and Field Operations Manager (range 50), and create the following positions: Division Manager of Health, Safety and Environmental (range 55), Division Manager of Special Projects (range 58), and Division Manager of Technical Services (range 55). This restructure does not affect the current budget.

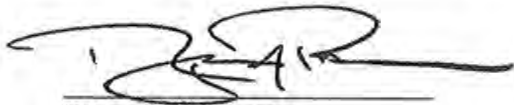
13. District III: Discussion and possible approval of grant contract #WFHF 18-202 (Wildland Fire Hazardous Fuels) between Arizona Department of Forestry & Fire Management and Apache County for hazardous fuels mitigation in the Vernon area.
14. Human Resources: Discussion and possible approval to adjust the salaries of the Justices of the Peace in accordance with A.R.S. §22-125.
15. County Manager: Discussion and possible appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee for 2019.
16. County Manager: Discussion and possible approval to solicit bids for publication services.
17. County Manager: Discussion and possible approval to create a Public Information Officer position.
18. County Attorney's Office: Discussion and possible approval to appoint the Arizona Attorney General's Office to represent Apache County in case TX2018-000920, a tax case regarding centrally valued property of Transwestern Pipeline.
19. County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. §38-431.03(3), discussion and possible action regarding payment of extra retirement benefits for FLSA exempt employees working overtime hours pursuant to third party agreements and consideration of potential litigation.
20. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
  - Eastern Arizona Counties Organization meeting on January 16, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.
  - The County Supervisors Association Legislative Reception on January 16, 2019 at 5:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
  - The County Supervisors Association meeting on January 17, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.



21. 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 12/27/18 at 2:00 a.m. p.m. by LB



Ryan N. Patterson  
Clerk of the Board

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

Beth

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 12/10/18

Chris S. Sexton

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

ACPHSD requests discussion and possible approval of STD Control Services IGA #CTR040478 beginning 01/01/2019 thru 12/31/2023 in the amount of \$6036. This grant was budgeted for FY19.

BOS Meeting Date Requested 01/08/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Approved. See Attached email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

H

## Kimberly Penrod

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**From:** David Lamm  
**Sent:** Monday, December 17, 2018 1:26 PM  
**To:** Kimberly Penrod  
**Cc:** Chris Sexton  
**Subject:** RE: STD contract approval for BOS 01/08/19

Kimberly,

This one looks good.

Thanks,

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

**From:** Kimberly Penrod  
**Sent:** Monday, December 10, 2018 10:01 AM  
**To:** Josh Covey <JCovey@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>  
**Cc:** Chris Sexton <csexton@co.apache.az.us>; Clea Keller <ckeller@co.apache.az.us>  
**Subject:** STD contract approval for BOS 01/08/19

Josh and David,

Please review and send approval to my attention.

Thx,

Kimberly



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR040478

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 North 18<sup>th</sup> Avenue, Suite 260  
Phoenix, Arizona 85007  
(602) 542-1045  
(602) 542-1741 FAX

Project Title: STD Control Services

Begin Date: January 1<sup>st</sup>, 2019

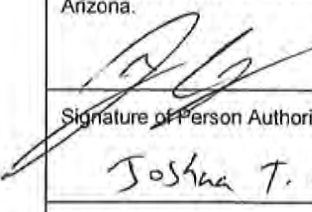
Geographic Service Area: STATE OF ARIZONA

Termination Date: December 31<sup>st</sup>, 2023

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- ☒ Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.  
☐ Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.  
☐ School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.  
☐ City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.  
☐ City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Arizona Transaction (Sales) Privilege: _____<br>Federal Employer Identification No.: _____<br>Tax License No.: _____<br>Contractor Name: <b>Apache County Public Health Services District</b><br>Address: <b>75 W. Cleveland, P.O.Box 697, St. Johns, AZ 85936</b>                                                                                                                                                                                                             |  | <b>FOR CLARIFICATION, CONTACT:</b><br>Name: _____<br>Phone: _____<br>FAX No: _____<br>E-mail: _____                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>CONTRACTOR SIGNATURE:</b><br>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.<br><br>Signature of Person Authorized to Sign _____ Date _____<br><br>Print Name and Title _____                                                                                                                                                                                                                                              |  | This Contract shall henceforth be referred to as Contract<br><br><b>No. CTR040478</b> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.<br><br>State of Arizona<br>Signed this _____ day of _____, 201__<br><br>Procurement Officer _____                                                                                        |  |
| <b>CONTRACTOR ATTORNEY SIGNATURE:</b><br>Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.<br><br> 12/1/18<br>Signature of Person Authorized to Sign _____ Date _____<br><br>Joshua T. Covey<br>Print Name and Title _____ |  | Attorney General Contract, No. CTR040478, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.<br>The Attorney General, BY:<br><br>Signature _____ Date _____<br>Assistant Attorney General: _____ |  |

|                 |                                                     |
|-----------------|-----------------------------------------------------|
| CONTRACT NUMBER | INTERGOVERNMENTAL AGREEMENT<br>TERMS AND CONDITIONS |
| CTR040478       |                                                     |

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.



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|-----------------|-----------------------------------------------------|
| CONTRACT NUMBER | INTERGOVERNMENTAL AGREEMENT<br>TERMS AND CONDITIONS |
| CTR040478       |                                                     |

**2. Contract Type.**

This Contract shall be:

☒ Cost Reimbursement

**3. Contract Interpretation.**

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1. Terms and Conditions;
  - 3.3.2. Statement or Scope of Work;
  - 3.3.3. Attachments; and
  - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

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|-----------------|-----------------------------------------------------|
| CONTRACT NUMBER | INTERGOVERNMENTAL AGREEMENT<br>TERMS AND CONDITIONS |
| CTR040478       |                                                     |

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
  - 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
  - 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

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|-----------------|-----------------------------|
| CONTRACT NUMBER | INTERGOVERNMENTAL AGREEMENT |
| CTR040478       | TERMS AND CONDITIONS        |

results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.



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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

## 5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4. Applicable Taxes.

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

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

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. **Contract Changes**

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

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



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## 7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") 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 indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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## 8. Description of Materials

The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
  - 8.2.1. Of a quality to pass without objection in the Contract description;
  - 8.2.2. Fit for the intended purposes for which the Materials are used;
  - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
  - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

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The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

#### 10. Contract Termination

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

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

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.



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10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

## 11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

## 12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

## 13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.



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**14. Sovereign Immunity**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

**15. Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

**16. Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

**17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**18. Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18<sup>th</sup> Avenue, Suite 280, Phoenix, Arizona 85007.

**19. Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or

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subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. **The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fars.gov/>**

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

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## 1. Background

- 1.1. 2017 Arizona statistics demonstrate an ongoing Sexually Transmitted Disease (STD) syndemic: the State of Arizona reported 39,635 cases of chlamydia (CT), 12,514 cases of gonorrhea (GC), and 2,424 cases of syphilis. Furthermore, in September 2018, ADHS declared the first statewide outbreak of syphilis in women and babies. Of the reported cases, Apache County accounted for 639 CT cases, 167 GC cases, and 21 syphilis cases.
- 1.2. To address this syndemic, Apache County Public Health Services District (ACPHSD) and Arizona Department of Health Services (ADHS) shall build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Apache County. The changing health care landscape and information technology advances present opportunities and challenges to improve STD prevention programs. The public health landscape is shifting from direct individual patient care and individual-level interventions to population health.

## 2. Objective

In accordance with the cooperative agreement with the Center for Disease Control and Prevention (CDC) Strengthening Sexually Transmitted Disease Prevention and Control for Health Departments (STD PCHD) Grant number CDC-RFA-PS19-1901 (<https://www.cdc.gov/std/funding/pchd/default.htm>), to assure the prevention and control of STDs by supporting and improving the capacity of ACPHSD to:

- 2.1. Prevent and control the incidence of CT, GC, and syphilis;
- 2.2. Eliminate congenital syphilis;
- 2.3. Reduce primary and secondary syphilis;
- 2.4. Prevent antibiotic resistant gonorrhea;
- 2.5. Effectively respond to STD-related outbreaks;
- 2.6. Prevent STD-related reproductive health problems;
- 2.7. Reduce STD-related health disparities;
- 2.8. Improve surveillance capacity;
- 2.9. Provide appropriate treatment and linkage to care for persons infected with STDs and their partners;
- 2.10. Promote CDC-recommended screening, diagnosis and treatment;
- 2.11. Disseminate local data to the healthcare community and general public;
- 2.12. Monitor and develop STD-related policy;
- 2.13. Develop and strengthen partnerships to support STD prevention and control;
- 2.14. Support HIV prevention goals;
- 2.15. Analyze and use data for increased program insight and development;

## 3. Scope of Service

*The ACPHSD shall:*

- 3.1. In addition to the reporting, prevention and control measures stated in the Arizona Revised Statutes, Title 9, Chapter 6, Articles 1 through 11, the ACPHSD will build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Apache County.



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- 3.2. Collaborate with ADHS STDCP Epidemiologists and other community stakeholders to identify and conduct community outreach and activities to educate and screen high risk populations.
- 3.3. Conduct patient care and partner services in accordance with the current CDC STD Treatment Guidelines and STD Program Operations Guide which can be found at <https://www.cdc.gov/std/tg2015/default.htm>, and updates as published in the Morbidity and Mortality Weekly Report (MMWR), available at [www.cdc.gov/std](http://www.cdc.gov/std).

#### 4. Tasks

*The ACPHSD shall:*

- 4.1. Within thirty (30) days of IGA execution and in collaboration with the ADHS STDCP develop a five-year Work Plan for 2019-2023 to meet the required activities as noted in the abovementioned FOA and in accordance with the CDC-approved Work Plan for Arizona. It is highly recommended that ACPHSD use the ADHS provided templates. In this work plan, ACPHSD shall describe strategies related to the following areas;
  - 4.1.1. **Surveillance**
    - 4.1.1.1. Increase the percent of STD records with complete data for key epidemiological fields;
    - 4.1.1.2. Increase the percent of STD records dispositioned within thirty (30) days.
  - 4.1.2. **Disease Investigation and Intervention**
    - 4.1.2.1. Increase the percent of early syphilis cases that have at least one partner treated in thirty (30) days of initial test;
    - 4.1.2.2. Increase the percent of syphilis cases that are screened for HIV/AIDS within 30 days of initial syphilis test.
  - 4.1.3. **Promote CDC-recommended screening, diagnosis, and treatment**
    - 4.1.3.1. Increase the proportion of target populations (youth, MSM, and women of childbearing age) who receive at least annual STD screening;
    - 4.1.3.2. Reduce the percent of gonorrhea cases that receive non-CDC recommended treatment.
  - 4.1.4. **Promote STD prevention and policy**
    - 4.1.4.1. Improve health department policies for STD prevention by using data to inform policy change and development.
  - 4.1.5. **Analyze and use data for program improvement**
    - 4.1.5.1. Improve surveillance efficiency through automation to increase the frequency of layered analysis by core epidemiological variables;
    - 4.1.5.2. Utilize surveillance data to inform resource allocation.
- 4.2. From 2019 through 2023, submit a six (6) month and annual progress report. These reports should build upon the five-year work plan. It is recommended that ACPHSD use the ADHS provided templates.

*The ACPHSD shall:*

- 4.2.1. Review timeliness of case disposition canned report in PRISM at least twice annually and include this metric in the semiannual report to ADHS STDCP;
- 4.2.2. If ACPHSD has fewer than 70% of syphilis cases dispositioned in thirty (30) days, then they shall include strategies to improve this metric in semi-annual/annual work plan;
- 4.2.3. Include activities and metrics for promoting quality STD care in the STD Specialty Clinics on their semi-annual/annual work plans;



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- 4.2.4. Submit lists of STD Specialty Clinics in their semi-annual/annual work plan;
- 4.2.5. Include provider education metrics in their semi-annual/annual work plan (e.g. number/type of providers educated, scope of education, number of training events, etc.);
- 4.2.6. Include activities to improve STD screening in men who have sex with men in their semi-annual/annual work plans and metrics to monitor progress in this area;
- 4.2.7. Include percent positivity for all screening conducted using RFA-PS19-1901 funds;
- 4.2.8. Include strategies for improving data security in their work plan if gaps are identified in the data security and confidentiality checklist;
- 4.2.9. If ACPHSD is not on track to spend down funds by July 31st, they should also include a spend-down plan in their semi-annual report.
- 4.3. Utilize the comprehensive database, PRISM, for state-mandated STD reporting and complete the following activities to assure accurate data entry, and quality surveillance activities.
  - 4.3.1. Ensure that staff using PRISM access adhere to the current PRISM Policies and Procedures;
  - 4.3.2. Ensure that staff using PRISM attends at least two (2) quarterly PRISM meetings and receive the slides and attachments from any missed meetings.
- 4.4. Adhere to the most current version of the ADHS reactor grid for case prioritization. **Syphilis cases are the highest priority for case investigation and partner services.** ACPHSD may request to opt out of certain activities related to gonorrhea/chlamydia investigations in their work plans, if such activities are limiting capacity to provide timely and appropriate disease intervention services to syphilis cases. Request shall be noted and justified in the workplan and approved by the ADHS STD Control Program Manager.
- 4.5. ACPHSD shall: conduct prompt case management activities including field investigations, internet-based partner notification, patient interviews and case closure for patients diagnosed with early, primary, and secondary syphilis per CDC program standards and the ADHS checklist.
  - 4.5.1. ACPHSD shall initiate case investigation within one (1) business day of notification for syphilis cases that meet one or more of the following criteria;
    - 4.5.1.1. Pregnant female;
    - 4.5.1.2. Possible congenital case;
    - 4.5.1.3. Female under the age of forty-five (45).
  - 4.5.2. ACPHSD shall initiate case investigation within three (3) business days of notification for syphilis cases that meet one or more of the following criteria;
    - 4.5.2.1. Titer $\geq$  1:8
    - 4.5.2.2. Contact to a primary, secondary, or early case (denoted as T4 in PRISM).
  - 4.5.3. ACPHSD shall prioritize pregnant syphilis case investigations by following-up with partner(s), prenatal care providers, birthing centers, and neonatal care providers as needed to ensure adequate maternal treatment and education to prevent reinfection.
  - 4.5.4. ACPHSD shall complete thorough investigation of all congenital syphilis cases, and note any possible missed opportunities for prevention in PRISM. This information is also required for babies that are determined to not be a congenital syphilis case.
  - 4.5.5. ACPHSD shall prioritize syphilis cases occurring in women of childbearing age for partner services to verify staging and treatment, obtain pregnancy status, elicit partners, and collect other relevant risk factors and submit case information within thirty (30) days of notification.

|                 |                                              |
|-----------------|----------------------------------------------|
| CONTRACT NUMBER | INTERGOVERNMENTAL AGREEMENT<br>SCOPE OF WORK |
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- 4.5.6. ACPHSD shall prioritize cases of syphilis in persons with a titer  $\geq 1:8$  for partner services to verify staging and treatment, elicit partners, and collect other relevant risk factors and case information within thirty (30) days of notification.
- 4.5.7. ACPHSD shall prioritize case investigation of contacts (cases marked as T4 in PRISM) of pregnant, primary, secondary, and/or suspect early, syphilis cases for testing, treatment (or epi-treatment if initially negative), staging (if positive), partner elicitation, risk factors, etc within thirty (30) days of notification of original patient. This applies to contacts identified by other jurisdictions.
- 4.5.8. ACPHSD shall ensure appropriate treatment and follow-up with partners of primary, secondary, and suspected early cases of syphilis within thirty (30) days of notification of original patient.
- 4.5.9. For syphilis cases that occur on tribal lands, ACPHSD shall work directly with the tribe, where possible, to coordinate case investigation and follow-up activities.
- 4.5.10. ACPHSD shall provide education to any provider failing to appropriately screen for congenital syphilis.
- 4.6. Provide timely and accurate entry of all state mandated information on laboratory and Communicable Disease Reports and Laboratory Reports for *Treponema pallidum* (syphilis), *Neisseria gonorrhea*, *Chlamydia trachomatis*, and *Haemophilus ducreyi* (chancroid).
  - 4.6.1. Complete required training for data entry staff, epidemiologists, disease investigators, reporters and their supervisors. At minimum, STD disease investigators, epidemiologists, and public health nurses working with STD data should complete the modules available on [learnpartnerservices.org](http://learnpartnerservices.org) within thirty (30) days of hire and should attend at least two (2) quarterly PRISM trainings a year and receive the materials for any quarterly trainings they miss.
  - 4.6.2. Follow up with reporting physicians to obtain missing data, particularly for fields that require: birthdate, gender, pregnancy status, HIV status, treatment given, staging (if syphilis), patient address, provider information and specimen source.
  - 4.6.3. Enter all Communicable Disease Reports into PRISM a timely manner, this includes reports for cases that occur on tribal lands if the Tribe does not have access to PRISM. Tribes with PRISM access are expected to enter their own CDRs.
    - 4.6.3.1. ACPHSD may request assistance with CDR entry for tribal cases from ADHS. Assistance must be approved by the ADHS STDCP Manager.
- 4.7. Reduce the threat of antibiotic resistance by providing CDC Treatment Guidelines to physicians that are flagged as consistently failing to treat gonorrhea according to these guidelines.
- 4.8. Annually review data security by using the CDC Data Security and Confidentiality Guidelines available here: <https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>, to identify program gaps (if any). If gaps are identified, the contractor shall include strategies for improving security and confidentiality on the the semi-annual and annual progress reports.
- 4.9. Conduct priority investigations and partner service delivery on HIV co-infected individuals and insuring these clients are enrolled in care services.
- 4.10. Ensure that persons rectally positive for gonorrhea are screened for HIV and syphilis.
- 4.11. Contractor shall use ADHS reports and canned PRISM reports to inform resource allocation and other program planning efforts.
- 4.12. Ensure 340B Drug Pricing Program integrity and maintain accurate records documenting compliance with all 340B Program requirements.

## 5. Requirements



|                        |                                                      |
|------------------------|------------------------------------------------------|
| <b>CONTRACT NUMBER</b> | <b>INTERGOVERNMENTAL AGREEMENT<br/>SCOPE OF WORK</b> |
| <b>CTR040478</b>       |                                                      |

ACPHSD shall:

- 5.1. Have internet access to the ADHS Portal where PRISM resides and training webinars are held.
- 5.2. Abide by all HIPAA guidelines and CDC's Data Security and Confidentiality Guidelines.
- 5.3. Abide by all PRISM Data Use agreements.
- 5.4. Consult ADHS STDCP before pursuing publication of PRISM data.
- 5.5. Submit all reports described in this contract in a timely manner.
- 5.6. Ensure that new staff conducting STD case investigations complete the training modules available on [learnpartnerservices.org](http://learnpartnerservices.org) within thirty (30) days of hire. Proof of training completion shall be required for staff who are at least partially funded by RFA-PS-19-1901 and submitted along with the monthly CER for new staff.

## 6. Funding Restrictions

- 6.1. Funds may only be used for reasonable program purposes (personnel, travel, supplies, and services).
- 6.2. Funds cannot be used for;
  - 6.2.1. Research;
  - 6.2.2. Furniture;
  - 6.2.3. HIV Pre-exposure Prophylaxis (PrEP) medications or family planning medications;
  - 6.2.4. Clinical services (unless otherwise noted, see 6.4);
  - 6.2.5. Publicity or propaganda for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
  - 6.2.6. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive Order proposed or pending before any legislative body.
- 6.3. STD-related HIV prevention activities can be conducted under this IGA, however they should not exceed ten percent (10%) of program effort and allocation.
- 6.4. Up to ten percent (10%) of total award can be used to safety-net STD clinical preventive services provided the contractor can document ability to provide safety-net SD services as per CDC guidance.
- 6.5. Personnel funds shall only be used for staff conducting STD investigation, partner services, STD data entry, STD analysis, or contributing to any of the other deliverables outlined in this contract.
- 6.6. Personnel funds cannot be claimed for jurisdictions that lack the capacity to conduct syphilis case investigations and syphilis partner services activities. ACPHSD shall prioritize personnel funds to ensure adequate capacity for conducting syphilis disease investigation before allocating personnel funds for other STD prevention related activities.

## 7. Reference Documents

- 7.1. *Internet Guidelines for Online STD Prevention and Communication* – available at <http://www.cdc.gov/std/program/>
- 7.2. *Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydia Infection* – available at <http://www.cdc.gov/std/program/>



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- 7.3. CDC's Data Security and Confidentiality Guidelines: <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>
- 7.4. CDC 5 year work plan template: <https://www.cdc.gov/std/funding/docs/std-pchd-work-plan-template-5-year-plan.xlsm>
- 7.5. CDC 1 year work plan template: <https://www.cdc.gov/std/funding/docs/std-pchd-work-plan-template-year-1-plan.xlsm>
- 7.6. CDC Treatment Guidelines: <https://www.cdc.gov/std/tg2015/default.htm>
- 7.7. Learn Partner Services for Disease Investigator Training: <https://learnpartnerservices.org/>

## 8. State Provided Items

- 8.1. ADHS shall provide an annual security and confidentiality training during at least one PRISM quarterly webinar.
- 8.2. ADHS shall provide ACPHSD with local data reports to inform program planning.
  - 8.2.1. ACPHSD may request additional data from ADHS to inform program planning. It is recommended that the contractor allow for a minimum of two (2) weeks for the development of customized reports.
- 8.3. ADHS will maintain and manage the data system, PRISM. This includes acting as the liaison between the developer and the county.
  - 8.3.1. ADHS will perform bi-monthly edit checks and quality assurance review;
  - 8.3.2. ADHS will maintain PRISM through regular system updates as provided by the developer and required by CDC;
  - 8.3.3. ADHS will provide technical support for the use of PRISM;
  - 8.3.4. ADHS will monitor the helpdesk requests in PRISM daily;
  - 8.3.5. ADHS will monitor the PRISM helpdesk email ([prism.helpdesk@azdhs.gov](mailto:prism.helpdesk@azdhs.gov)) daily for all other requests;
  - 8.3.6. ADHS will provide quarterly PRISM trainings and release materials to all invitees.
- 8.4. ADHS will provide epidemiology and technical support with respect to syphilis case investigation.
- 8.5. ADHS will coordinate Provider trainings by working with the State Medical Director and California Prevention Training Center, as is required by the CDC grant.

## 9. Reporting Requirements/Deliverables and Schedule

*The ACPHSD Shall:*

- 9.1. Within thirty (30) days of IGA execution, ACPHSD shall submit a five-year work plan for 2019-2023 to meet the required activities as noted in the abovementioned FOA and in accordance with the CDC-approved Work Plan for Arizona.
- 9.2. ACPHSD shall submit a six (6) month progress report by July 31st, each year of the grant cycle (2019-2023) to summarize progress toward the five-year work plan.
- 9.3. ACPHSD shall submit an annual data security and confidentiality checklist by January 31st, each year of the grant cycle (2019-2023). If gaps in data security and confidentiality are identified on the checklist then additional strategies to address these gaps should be identified on the annual progress report.
- 9.4. ACPHSD shall submit an annual progress report by January 31st, each year of the grant cycle (2019-2023) to summarize progress toward the five-year work plan.

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|------------------------|------------------------------------------------------|
| <b>CONTRACT NUMBER</b> | <b>INTERGOVERNMENTAL AGREEMENT<br/>SCOPE OF WORK</b> |
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- 9.5. ACPHSD shall submit an annual itemized budget by January 31st, each year of the grant cycle (2019-2023).
- 9.6. ACPHSD's Expenditure Report that includes a summary of all positions, filled or vacant, with the breakdown of associated costs incurred with each position should be submitted monthly and shall not exceed the total budget.
- 9.6.1. Staff that are at least partially funded by this IGA are required to complete the modules available at [learnpartnerservices.org](http://learnpartnerservices.org) within thirty (30) days of hire and proof of completion should be submitted along with the CER for any new staff.
- 9.7. Reports Schedule

| Report                                      | Time Period                         | Due to ADHS                                                                                                                                                                                                                                               |
|---------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 year work plan                            | January 1, 2019 - December 31, 2023 | Thirty (30) Days upon execution of IGA. This is a one-time report.                                                                                                                                                                                        |
| Six month progress report                   | January 1 - June 30                 | This report shall be submitted annually on July 31st. The first six (6) month progress report will be due July 31, 2019.                                                                                                                                  |
| Data Security and Confidentiality Checklist | January 1 - December 31             | This checklist should be submitted annually by January 31st along with the Annual Progress Report. If gaps in data security and confidentiality are identified then strategies for improving data security should be noted on the Annual Progress Report. |
| Annual progress report                      | January 1 - December 31             | This report shall be submitted annually on January 31st to summarize the work of the previous year. The first annual progress report will be due Jan. 31, 2020.                                                                                           |
| Annual itemized budget                      | January 1 - December 31             | The budget shall be submitted annually on Jan. 31st. The first budget shall be due Jan. 31, 2019.                                                                                                                                                         |
| Monthly CER's and Finance Reports           | Monthly                             | Thirty (30) days after the end of the month.                                                                                                                                                                                                              |

|                 |                                              |
|-----------------|----------------------------------------------|
| CONTRACT NUMBER | INTERGOVERNMENTAL AGREEMENT<br>SCOPE OF WORK |
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## 10. Notices, Correspondence, and Reports

- 10.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Attention: STDC Program Manager  
150 N. 18th Avenue, Suite 110  
Phoenix, Arizona 85007

- 10.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Contractor: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



|                 |                                            |
|-----------------|--------------------------------------------|
| CONTRACT NUMBER | INTERGOVERNMENTAL AGREEMENT<br>PRICE SHEET |
| CTR040478       |                                            |

**Price Sheet**

**Apache County Public Health Services District**

**January 1, 2019, to December 31, 2019**

| <b>COST REIMBURSEMENT LINE ITEMS</b>             | <b>BUDGETED AMOUNT</b> |
|--------------------------------------------------|------------------------|
| PERSONNEL SERVICES AND EMPLOYEE RELATED EXPENSES | \$3,672.00             |
| PROFESSIONAL & OUTSIDE SERVICES                  | \$0.00                 |
| TRAVEL                                           | \$1.00                 |
| SUPPLIES                                         | \$1.00                 |
| OTHER OPERATING                                  | \$2,362.00             |
| CAPITAL OUTLAY EXPENSES                          | \$0.00                 |
| OTHER                                            | \$0.00                 |
| <b>TOTAL</b>                                     | <b>\$6,036.00</b>      |

**NOTE:** With prior approval from the Program Manager, ACPHSD is authorized to transfer up to a maximum of thirty percent (30%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty percent (30%) or to a non-funded item shall require a written Amendment.

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

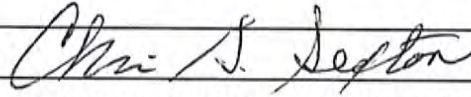
Beth

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 11/21/18 Chris Sexton



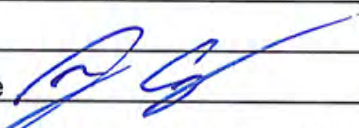
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the Agreement for Clinical Practicum and/or Externship/Internship Education # 4141 with Northern Arizona University. The purpose of this Agreement is to establish a relationship between the University and the Facility, to allow students from the University ("Students") to participate in a clinical practicum and/or externship/internship program approved by the University and conducted at the Facility.

BOS Meeting Date Requested ~~12/1/18~~ 1-8-19

PRE-AGENDA ITEM REVIEW

Legal Review:

  
Signature  
☒ Check if item does not require review

Finance Review:

Signature

Check if item does not require review ☒ x

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials





**AGREEMENT FOR CLINICAL PRACTICUM AND/OR  
EXTERNSHIP/ INTERNSHIP EDUCATION ("Agreement")**

Contract # 4141

This Agreement is entered into by and between Arizona Board of Regents for and on behalf of Northern Arizona University, located in Flagstaff, Arizona ("University"), and APACHE COUNTY PUBLIC HEALTH SERVICES ("Facility") located in St. Johns, AZ.

This Agreement will be in effect for five (5) years, unless a lesser time-period is stated herein. The effective date of this Agreement will begin on 12/10/2018 and will end on 12/9/2023. This Agreement may be renewed, revised, or modified by a written addendum signed by both parties.

The purpose of this Agreement is to establish a relationship between the University and the Facility, to allow students from the University ("Students") to participate in a clinical practicum and/or externship/internship program approved by the University, and conducted at the Facility.

It is agreed by the parties to be of mutual interest and advantage for selected Students of the University to be provided quality clinical practicum and/or externship/internship education experiences at the Facility.

**I. MUTUAL RESPONSIBILITIES**

- A. University and Facility shall each designate a Clinical Education Coordinator ("CEC") to be the designated representative to each other for implementation of this Agreement and agree to notify the other within fourteen (14) days of any change in their designated representative.
- B. The number of Students assigned to the Facility and the dates of rotation shall be mutually agreed upon, and shall be subject to the availability of the Facility's personnel for teaching and supervision. The objectives, nature, and timeframe of the experiences shall be individually arranged and approved by the CEC for the Facility and the University.
- C. If Facility is a Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA") each as amended from time to time, then



Students shall function as part of the Facility's "workforce" as defined in 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. Facility shall be responsible for providing the assigned Students with the appropriate training in their HIPAA policies and procedures. University shall ensure that the assigned Students are familiar with HIPAA prior to their assignment to the Facility. University and Facility shall advise the Students to protect the confidentiality of all patient/client/customer information (including medical records, electronic data, radiology films, laboratory blocks, slides and billing information), and comply with all of Facility's policies on the release of patient/client/customer information and all applicable federal and state laws and regulations protecting the confidentiality of patients'/clients'/customers' records.

- D. Except as previously set forth, no provision of this Agreement shall be deemed to constitute University, or any agent or employee of University, as an agent or employee of Facility. Neither University nor Facility personnel, by virtue of this Agreement, are entitled or eligible by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either party to its employees. The University and Facility do not consider a Student an employee of the Facility for liability or workers' compensation purposes, but solely as a Student in the clinical practicum and/or externship/internship education phase of the Student's educational and professional development.
- E. University and Facility agree to comply with all applicable state and federal laws, rules, regulations, local laws, and executive orders governing equal employment opportunity, immigration, nondiscrimination, and affirmative action, including the Americans with Disabilities Act.
- F. The policies, rules, and regulations of the Facility shall be applicable to the Students. Facility shall inform Students of their policies, rules, and regulations at the initiation of the clinical practicum and/or externship/internship. University shall inform its Students of their responsibility to comply with the laws, as well as the policies, rules, and regulations of Facility, including those regarding the confidentiality of protected health information or other confidential information pertaining to patient/client/customer records.
- G. Neither the Facility nor the University shall use the name of the other party or its employees in any publicity or advertising material without prior written approval by a duly authorized representative of the other party.

## **II. UNIVERSITY RESPONSIBILITIES**

The University shall:

- A. Give Facility at least thirty (30) days notice of a Student assignment unless this notice is specifically waived by the Facility by agreeing to this at less than thirty (30) days.
- B. Reserve the right to revoke any assignment prior to a Student's entry into the clinical practicum and/or externship/internship program at the Facility.
- C. Forward to the Facility a summary of the Student's training and experience which shall include at least information on the Student's general education and academic standing.
- D. Contact or visit the Facility for the purpose of monitoring Student progress and performance and facilitating information exchange between the University, Facility, and the Student.
- E. Reserve the right to withdraw any Student from assigned clinical practicum and/or externship/internship rotation at the Facility when, in the University's CEC's judgment, the clinical practicum and/or externship/internship experiences no longer meet the needs of the Student.
- F. Provide professional liability through the Arizona Department of Administration Risk Management Division to cover liabilities arising from the acts and omissions of the University's employees and Students participating in this Agreement. If requested, a self-insurance letter will be furnished to the Facility indicating the effective coverage from the Arizona Department of Administration Risk Management Division.
- G. Provide Facility with a statement of expectations and objectives of curricular and clinical education, upon request.
- H. Ensure that Students review and understand their responsibilities under this Agreement as outlined in Appendix A.
- I. If requested by Facility prior to placement of any Student, the University's CEC shall verify that the Student has (i) successfully passed a criminal background check; and (ii) meet all immunization requirements of the Facility.

### **III. FACILITY RESPONSIBILITIES**

The Facility shall:

- A. Provide clinical practicum and/or externship/internship experiences as stated in the objectives of the University and Facility, and provide supervision appropriate to the academic and clinical level of the assigned Student.

- B. Provide appropriate orientation and information regarding the policies, rules and regulations of the Facility to incoming Students.
- C. Make available the physical facilities and other equipment necessary to support the clinical practicum and/or externship/internship experiences.
- D. Retain primary responsibility for its patients/clients/customers.
- E. Complete forms requested by the University, such as but not limited to general information form or student evaluation report.
- F. Request the University to immediately withdraw a Student from assigned clinical practicum and/or externship/internship experience when the Student's performance is unsatisfactory or the Student's behavior is disruptive or detrimental to the Facility and/or violates the Code of Ethics of the discipline, or Facility regulations, policies or procedures.
- G. Provide and/or facilitate emergency care for Students if needed, and the Student intern shall be responsible for the cost of said emergency care.

#### IV. **MISCELLANEOUS**

- A. Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three days after mailing, by United States registered or certified mail, postage prepaid, and addressed as follows:

**To Facility:**

PO Box 697  
 St. Johns  
 AZ,  
 85936  
 Phone: 928-337-7532  
 Email: CSEXTON@CO.APACHE.AZ.US

**To University:**

College of Health & Human Services  
 Office of the Dean  
 P.O. Box 15015  
 Flagstaff, AZ 86011  
 Phone: (928) 523-4331  
 Email: CHHS@nau.edu

with a copy to:



Northern Arizona University  
Contracting, Purchasing and Risk Management  
PO Box 4124  
Flagstaff, AZ 86011  
Phone: (928) 523-4557  
Email: NAU-Contracts@nau.edu

- B. To the extent required by Arizona Revised Statutes ("A.R.S.") §35-214, Facility agrees to retain all records relating to this Agreement. Facility further agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Northern Arizona University, Flagstaff, Arizona, or another location designated by University upon reasonable notice to the Facility.
- C. University is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to A.R.S. §41-621, et seq. and shall maintain adequate insurance to cover any liability arising from the acts and omissions of University's agents, employees, and Students, arising out of the performance of this Agreement. University shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of Facility's employees or agents. Facility shall maintain adequate insurance to cover any liability arising from the acts and omissions of Facility's employees or agents arising out of the performance of this Agreement. Facility shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of employees of University.
- D. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, to the other party, except that any Student already assigned to and accepted by the Facility shall be allowed to complete any in-progress clinical practicum and/or externship/internship assignment at the Facility (if feasible), provided, however, that Facility retains the right to require the immediate removal of any Student pursuant to Section III.F.
- E. University's participation in this Agreement is subject to A.R.S. §38-511 which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement, or any extension thereof, is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement. Facility certifies that no such conflict of interest currently exists and

that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflicts of interest.

- F. Pursuant to A.R.S. §12-1518, the parties acknowledge and agree that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.
- G. University and Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from the Student or as otherwise provided by law.
- H. Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the Student internship or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without its express written authorization.
- I. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that University is a public institution, and as such is subject to Arizona Public Record laws, Title 39, Chapter 1, Article 2 of the A.R.S. §§ 39-121 through 39-127, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.
- J. If the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the Facility and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.
- K. Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Facility certifies that the Facility is not currently engaged in and agrees, for the duration of this Agreement, to not engage in a Boycott of Israel.

- The individual signing below on behalf of the Facility hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the Facility and that this Agreement is binding upon the Facility in accordance with its terms.

University: Arizona Board of Regents for and on behalf of Northern Arizona University

---

Signature \_\_\_\_\_
Date \_\_\_\_\_

Lynda Ransdell, Dean  
Printed Name/Title



## APPENDIX A

### STUDENT RESPONSIBILITY STATEMENT

This acknowledgment is made by the Student identified below to acknowledge certain duties and responsibilities with regard to participation in a clinical experience in the Arizona Board of Regents for and on behalf of Northern Arizona University ("University") program at the facility where the clinical experience takes place ("Facility").

#### DUTIES AND RESPONSIBILITIES OF STUDENT

1. The Student will complete and be responsible for the cost of providing all health forms and certificates requested by the Facility.
2. The Student will comply with all applicable policies, procedures, and rules of Facility.
3. The Student will participate in orientation, required mandatory education, and skill training as required by Facility.
4. The Student will demonstrate professional behavior appropriate to the environment, including adhering to professional dress code, and maintaining high standards of patient care.
5. The Student will follow the policies, rules, and regulations of Facility, including those regarding confidentiality of protected health information or other confidential information pertaining to patient/client/customer records.
6. The Student's conduct at all times, both at the Facility and outside normal business hours, will be in a personally and professionally ethical manner.
7. The Student will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the clinical experience.
8. The Student understands and agrees that participation will be as a Student and shall not be considered an employee of Facility for any purpose and will receive no compensation or benefits as a Student.
9. The Student agrees that University may share information received from the Student's Criminal Background Check and Drug Testing with Facility, if applicable.
10. The Student will conform to the work schedule of Facility, and make up time and work missed during unavoidable illnesses, in consultation with placement coordinator, clinical education coordinator, or clinical instructor.
11. The Student will obtain prior written approval from University and Facility before publishing or presenting any material relating to the clinical experience outside normal educational settings of the University.

I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Student Name: \_\_\_\_\_  
(Please type or print)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

*Beth*  
date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 11/21/18 Chris Sexton

*Chris J. Sexton*

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

ACPHSD requests discussion and possible approval of IGA# ADHS16-097960 Healthy People Health Communities Amendment 4. This has been budgeted for FY19.

BOS Meeting Date Requested ~~12/4/18~~ 1-8-19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

*[Signature]*

Check if item does not require review

Finance Review: *Approved See Email*

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review ☒

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

*RP*

## Kimberly Penrod

---

**From:** David Lamm  
**Sent:** Monday, November 26, 2018 1:22 PM  
**To:** Kimberly Penrod  
**Cc:** Chris Sexton  
**Subject:** RE: Emailing: HPHC 16-097960 A4, HPHC 4

Kimberly,

This look ok.

Thanks,

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

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

From: Kimberly Penrod  
Sent: Wednesday, November 21, 2018 7:11 AM  
To: Josh Covey <JCovey@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>  
Cc: Chris Sexton <csexton@co.apache.az.us>  
Subject: Emailing: HPHC 16-097960 A4, HPHC 4

Josh and David,

Please review and send your approval to my attention. We would like to place this item on the 12/4/18 BOS agenda.

Thx,

Kimberly

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

HPHC 16-097960 A4  
HPHC 4

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





# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 N. 18<sup>th</sup> Ave. Suite 280  
Phoenix, Arizona 85007

Agreement No: ADHS16-097960

Amendment No. 4

Procurement Officer:  
Russell Coplen

## Healthy People Healthy Communities

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

- Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders:

- The Price Sheet is revised and replaced by the Price Sheet of this Amendment Four (4).

All other terms and conditions will remain in effect.

### CONTRACTOR SIGNATURE

#### Apache County

Contractor Name

P.O. Box 428

Address

St. Johns

AZ

85936

City

State

Zip

Contractor Authorized Signature

Printed Name

Title

### CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Procurement Officer

Contract No. ADHS16-097960, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Printed Name:

|                                                                                  |                                                       |                        |                                                                                                                      |
|----------------------------------------------------------------------------------|-------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------|
|  | <b>INTERGOVERNMENTAL AGREEMENT(IGA)<br/>AMENDMENT</b> |                        | <b>ARIZONA DEPARTMENT OF<br/>HEALTH SERVICES</b><br>150 N. 18 <sup>th</sup> Ave. Suite 280<br>Phoenix, Arizona 85007 |
|                                                                                  | Agreement No: <b>ADHS16-097960</b>                    | Amendment No. <b>4</b> | Procurement Officer:<br><b>Russell Coplen</b>                                                                        |

**PRICE SHEET**  
**HEALTHY PEOPLE HEALTHY COMMUNITIES**  
**JULY 1, 2018 - JUNE 30, 2019**

**ACTION PLAN**

| ITEM/SERVICE DESCRIPTION   | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE          | TOTAL              |
|----------------------------|-----------------|-----------------|--------------------|--------------------|
| Action Plan – All Programs | EA              | 1               | \$65,119.00        | \$65,119.00        |
| <b>TOTAL</b>               |                 | <b>1</b>        | <b>\$65,119.00</b> | <b>\$65,119.00</b> |

**TOBACCO**

| ITEM/SERVICE DESCRIPTION                                                                            | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE          | TOTAL               |
|-----------------------------------------------------------------------------------------------------|-----------------|-----------------|--------------------|---------------------|
| See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement) | QTR             | 4               | \$40,861.41        | \$163,445.64        |
| <b>TOTAL</b>                                                                                        |                 | <b>4</b>        | <b>\$40,861.41</b> | <b>\$163,445.64</b> |

**CHRONIC DISEASE**

| ITEM/SERVICE DESCRIPTION                                                                                                            | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE         | TOTAL              |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|-------------------|--------------------|
| See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health) | QTR             | 4               | \$3,075.59        | \$12,302.36        |
| <b>TOTAL</b>                                                                                                                        |                 | <b>4</b>        | <b>\$3,075.59</b> | <b>\$12,302.36</b> |

|                                                                                  |                                                       |                        |                                                                                                                      |
|----------------------------------------------------------------------------------|-------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------|
|  | <b>INTERGOVERNMENTAL AGREEMENT(IGA)<br/>AMENDMENT</b> |                        | <b>ARIZONA DEPARTMENT OF<br/>HEALTH SERVICES</b><br>150 N. 18 <sup>th</sup> Ave. Suite 280<br>Phoenix, Arizona 85007 |
|                                                                                  | Agreement No: <b>ADHS16-097960</b>                    | Amendment No. <b>4</b> | Procurement Officer:<br><b>Russell Coplen</b>                                                                        |

**FAMILY PLANNING / MATERNAL and CHILD HEALTH (Title V Block Grant)**

| ITEM/SERVICE DESCRIPTION                | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE          | TOTAL              |
|-----------------------------------------|-----------------|-----------------|--------------------|--------------------|
| See SOW for Specific Service Strategies | QTR             | 4               | \$18,383.00        | \$73,532.00        |
| <b>TOTAL</b>                            |                 | <b>4</b>        | <b>\$18,383.00</b> | <b>\$73,532.00</b> |

**TEEN PREGNANCY PREVENTION**

| ITEM/SERVICE DESCRIPTION                | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE          | TOTAL               |
|-----------------------------------------|-----------------|-----------------|--------------------|---------------------|
| See SOW for Specific Service Strategies | QTR             | 4               | \$37,484.00        | \$149,936.00        |
| <b>TOTAL</b>                            |                 | <b>4</b>        | <b>\$37,484.00</b> | <b>\$149,936.00</b> |

**TOTAL**

| ITEM/SERVICE DESCRIPTION |  |  |  | TOTAL               |
|--------------------------|--|--|--|---------------------|
| <b>GRAND TOTAL</b>       |  |  |  | <b>\$464,335.00</b> |



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 12/24/2018

Discussion and possible approval to accept State Grant-In-Aid in the amount of twenty-five thousand dollars (\$25,000). This is an ongoing grant from the Arizona State Library. The matching funds are met through regular expenditures.

BOS Meeting Date Requested: January 2, 2019

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature Paula

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

Pros and cons for accepting a State Grant-in-Aid grant in the amount of \$25,000.

Agenda item as written:

**Discussion and possible approval to accept State Grant-In-Aid in the amount of twenty-five thousand dollars (\$25,000). This is an ongoing grant from the Arizona State Library. The matching funds are met through regular expenditures.**

**Pros**

- This grant has been awarded to our Library District for many years now and is a part of our budget.
- The majority of the funds will be used to purchase digital resources that can be used throughout the County. A small portion will be used to cover postage associated with Inter-library loan and for travel and training throughout the District and County.

**Cons**

- If we do not continue our contract with the various digital resource vendors, we will lose all content we have previously purchased.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 12/24/2018

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

**Discussion and possible approval of the completed Strategic Plan for the Concho Public Library.**

BOS Meeting Date Requested: January 2, 2019

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials SP

Supervisors Shepherd, Shirley, and Simshauser:

We are basically asking for your stamp of approval on the completed Strategic Plan for the Concho Public Library. We would like the Concho community to know that we take this plan seriously and so have asked for your stamp of approval to show that we are accountable.

The item simply reads: **Discussion and possible approval of the completed Strategic Plan for the Concho Public Library.**

The pros and cons cover the entire process of strategic planning at all of our libraries.

Pros

- Community (taxpayers) input
- Catalyst for greater community interaction
- Greater accountability to the taxpayer
- Opportunity to forge alliances with community
- More cost effective programming and services because they are aligned with community needs and interests
- No new monies, just reallocation of what is already in the budget

Cons

- Perception that the Library is not taking the taxpayer into consideration
- Possibly not meeting the needs of patrons
- Fiscally less responsive to community needs
- Diminished communication and collaboration between District and community



## ***Planning for Results 2018 Strategic Planning Committee Members***

*Kate Dahl*

*Deputy Doug Dodge*

*Carl Dye*

*Julie Engelsen*

*Tanya Pea*

*Shauntelle Skousen*

*Marcia Youler*



**Concho Public Library  
#18 CR 5101 (Cinder Rd)**

**P.O. Box 339**

**Concho, AZ 85924**

**Phone & Fax:**

**(928) 337-2167**

### **Library Hours:**

**MONDAY-THURSDAY 12 am-6pm**

**Jodie Humphrey  
Library Manager**

**Mary Brown  
Library Specialist I**

**Mandy Whiting  
Library Specialist I Floater**

**Jeff Udall  
Library Specialist I Floater**



**Apache County  
Library District**



## **Concho Public Library Strategic Plan 2019-2021**

*Concho Public Library provides  
a welcoming environment where  
people of all ages can increase  
and express their creative  
knowledge and learn about  
community organizations,  
services, and programs in  
Concho.*





# 2018-2021 Goals and Objectives

## Express Creativity

*Residents will have the library services and support needed to express themselves creatively in original print, video, audio, or visual formats in a real world or virtual world.*

**Goal #1:** Teens will have the library support necessary to increase their knowledge of creative materials available in the library and online.

**Objective #1:** The library will present two demonstrations featuring online and physical creative materials to the 7th-8th grades at Concho Elementary School per school year, 2018-2021.

**Objective #2:** 25% of registered teens at Concho will access physical and online creative materials in 2019 with a 20% increase each year.

**Objective #3:** The library's electronic, print and online materials featuring creativity and creative expression will increase by 25% each year.

**Goal #2:** Families will have the support and the resources necessary to learn together how to access in the library and online creative materials and programs in a variety of formats.

**Objective #1:** 25% of families registered at the library will complete four scavenger hunts that feature creative materials per year.

**Objective #2:** Fifteen pathfinders that feature creative materials and subjects will be completed by 25 % of Concho's patrons.

**Objective #2:** 25% of Concho patrons will check out a minimum of ten pathfinders created by the library that feature creative materials and topics in 2019. By 2021, all fifteen pathfinders will be checked out at least twice.

**Objective #3:** Twice a year library staff will write articles in the Concho Connection highlighting the creative materials available in the library and online.

**Goal #3:** Local artists will have opportunities to exhibit their creative expressions at the library.

**Objective #1:** The library will feature an art show and event once a quarter featuring local artists, authors and musicians and will include one art show featuring teenage artists.

**Objective #2:** The number of art show and teenagers participating in art shows will increase by 25% each year.

~~~~~

## Know Your Community

*Residents will have a central source for information about the wide variety of programs, services and activities provided by community agencies and organizations.*

**Goal #1:** Residents will learn about services and materials available at the library.

**Objective #1:** Library staff will write two articles about the library, its resources, and its services in the Concho Connection each year.

**Objective #2:** 25 copies of the Concho Connection will be taken from the library a month with a 25% increase each year.

**Goal #2:** Residents will have access to community information outside of library hours.

**Objective #1:** There will be a minimum of twenty community postings on the outdoor bulletin board in 2019. Those postings will increase by 25% in 2020 and in 2021.

**Objective #2:** 20% of the surveys created and distributed by the library will state that the outdoor bulletin board helped users find information about community services and organizations.

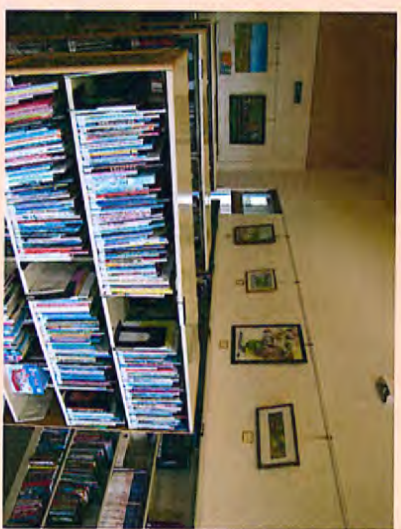
**Goal #3:** Residents will have greater access to information about businesses, community organizations and emergency services in and around Concho.

**Objective #1:** The library staff will create a directory featuring local businesses, organizations and services in and around Concho in 2019. It will be distributed in print and electronically and updated annually with 500 copies available in 2019, 400 in 2020, and 300 in 2021.

**Objective #2:** 50% of organizations featured in the directory will report an increase in patronage due to being in the library's directory.

**Objective #3:** 20% of surveys in the directories will be returned each year with a 25 % increase rate of return.

**Objective #4:** 50% of patrons surveyed will state that they gained more information about services and organizations in Concho by looking at the library directory.





Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development Department – Devin Brown

Date/Signature: 12/24/18 DR

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

Community Development Department: Public hearing, discussion and possible approval of proposed amendments to the Apache County Building Safety Ordinance, along with the fee schedule and valuation data used for building permits. Proposed changes are shown in the attached backup material. The Planning & Zoning Commission recommended approval of these changes on December 6, 2018.

BOS Meeting Date Requested January 3, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: ✓

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

AP

## Devin Brown

---

**From:** Joe Young  
**Sent:** Tuesday, December 18, 2018 6:13 PM  
**To:** Devin Brown  
**Subject:** RE: Agenda item for your approval

I am fine with this.

---

**From:** Devin Brown [mailto:devbrown@co.apache.az.us]  
**Sent:** Tuesday, December 18, 2018 4:23 PM  
**To:** Joe Young  
**Subject:** Agenda item for your approval

There are 5 attachments, but the first 3 are the ones you need to look at. The second and third attachments have the recitals on the first page. These are proposed amendments to the Building Ordinance and permit fees.

Devin



Please email **ALL** questions, correspondence  
or submissions for Public Notices  
to: [legals@wmicentral.com](mailto:legals@wmicentral.com)

JOHNS 337-4413 • SPRINGVILLE 333-4139

2. [X] (Check the box only if there is a Will) The Will of the person who died, dated 7-15-16 is admitted to Informal probate.

3. [X] No bond is required OR [ ] the Personal Representative shall post a bond in the amount of \$ \_\_\_\_\_ with this Court. Letters will be issued to the Personal Representative upon accepting and posting a bond (if required).

4. The Personal Representative shall immediately notify the Court in these proceedings of any change in his or her address and shall be responsible for the costs resulting from his or her failure to do so.

DATED: 10/11/2018

/s/ illegible

Judge/Probate Registrar

Published in the White Mountain Independent:  
November 30, December 7, December 14, 2018  
WMI 1648, F, 3x, 11/30, 12/7, 12/14/18

BEFORE THE DIRECTOR OF THE  
ARIZONA DEPARTMENT OF  
HEALTH SERVICES

In the Matter of:

Snowflake/Taylor Ambulance Service

dba Taylor EMS

Applicant.

Case No.: 2019-EMS-TOO57-DHS

EMS No. 00569

NOTICE OF INTENT TO WAIVE

HEARING TO AMEND CERTIFICATE OF  
NECESSITY-LEGAL NAME

PURSUANT TO an application filed on April 9, 2018, Snowflake/Taylor Ambulance Service dba Taylor EMS ("Applicant") requests to amend Certificate of Necessity ("C.O.N.") No. 47 in accordance with Arizona Revised Statutes ("A.R.S.") § 36-2201(11) and Arizona Administrative Code ("A.A.C.") R9-25-905.

PURSUANT TO A.R.S. §§ 36-2232(A)(4) and 36-2234(C), the Director of the Arizona Department of Health Services ("Director") may amend a Certificate of Necessity ("C.O.N.") and waive the hearing required by A.R.S. § 36-2234(A) for such action.

THE DIRECTOR GIVES NOTICE that unless a written request for hearing regarding this application is received by the Clerk of the Department, Office of Administrative Counsel and Rules, Arizona Department of Health Services, 150 N. 18th Avenue, Room 200, Phoenix, Arizona 85007, by 5:00 p.m. on December 24, 2018, the Director may issue an amended C.O.N. based on the following information:

1. The Applicant holds C.O.N. No. 47, valid through May 31, 2020.

2. Per A.A.C. R9-25-905, the Applicant submitted an application to amend its current C.O.N. with the appropriate filing fee.

3. The Applicant has requested that the legal name be amended as follows.

4. The following language on the C.O.N. will be added: "dba Taylor Snowflake Fire & Medical" "dba TSFMD"

The legal name will read as follows:

'Snowflake Taylor Ambulance Service dba Taylor EMS dba Taylor Snowflake Fire & Medical dba TSFMD'

5. If the amended C.O.N. is issued, the Applicant's C.O.N. will be administratively updated by adding the following language to denote the currently approved type of service: "Type of Service: Immediate Response Transports."

6. If the amended C.O.N. is issued, the Applicant's C.O.N. will be administratively updated by adding the following language to denote the currently approved hours of operation: "Hours of Operation: 24 hours per day-7 days per week."

AZ Tax Parcel Number: 108-56-126 Original Principal Balance: \$13,860.00 Name and Address of Beneficiary: First American Title Insurance Company, a Nebraska corporation, (redomesticated from California effective July 1, 2014), as Trustee under Trust No. 8533, and not personally, Attn: Sandi Overbey, Authorized Officer, PO Box 52023, Phoenix, AZ 85072-2023 Name and Address of Original Trustor: David W. Duncan and Angela Marie Duncan, husband and wife, 404 E. 1st St #372, Long Beach, CA 90802 Name and Address of Trustee: Statewide Foreclosure Services, Inc., an Arizona corporation, a licensed insurance agent, 2530 S. Rural Road, Tempe, AZ 85282, SALES INFORMATION (480) 921-2100 or [www.sfsaz.com](http://www.sfsaz.com) Regulator: Arizona Department of Insurance Signature of Successor Trustee: STATEWIDE FORECLOSURE SERVICES, INC., a licensed insurance agent BY: /s/Tracey Bayne, President STATE OF ARIZONA County of Maricopa ss. Dated: November 14, 2018 The foregoing instrument was acknowledged before me November 14, 2018, by Tracey Bayne, President of Statewide Foreclosure Services, Inc., an Arizona corporation. /s/Linda M. Rhodes, Notary Public, My Commission Expires September 2, 2019 Y51901

Pub: 12/14, 21, 28, 2018 & 1/4, 2019

Published in the White Mountain Independent:  
December 14, December 21, December 28,  
2018, January 4, 2019

WMI 1667, F, 4x, 12/14, 12/21, 12/28/18, 1/4/19e

NOTICE OF TRUSTEE'S SALE

Trustee Sale No: 10004163 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust dated November 26, 2012, and recorded on January 14, 2013 in Instrument Number 2013-000169, Records of Apache County, Arizona at public auction to the highest bidder at the front entrance to the Apache County Courthouse, 70 West 3rd South Street, St. Johns, AZ 85936 on February 13, 2019 at 11:00AM of said day: NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL. LEGAL: Lots 30 and 55, HACIENDA SAN JUAN AMENDED, according to Book 6 of Townsite Maps, page 7, records of Apache County, Arizona. EXCEPT one-half of all oil, gas and mineral rights as reserved in Deed recorded in Book 33 of Official Records, page 564, records of Apache County, Arizona. EXCEPT one-half of all oil, gas and mineral rights as reserved in Deed recorded in Book 40 of Official Records, page 163, records of Apache County, Arizona. The street address is purported to be: 30 County Road 6012, St Johns, AZ 85936 Tax Parcel Number 203-50-030 and 203-50-055 Original Principal Balance \$ 35,000.00 Name and address of original Trustor Duane Slade, an unmarried man, PO Box 284, St Johns, AZ 85936 Name and address of the Beneficiary Robert P. Van Denburgh, as Trustee of the Robert P. Van Denburgh defined contribution plan, dated November 12, 1991, 4220 North 57th Place, Phoenix, AZ 85018 Name and address of Trustee FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, Attn:

[X] Member [ ] Manager

Published in the White Mountain Independent:  
December 14, December 18, December 21, 2018  
WMI 1670, T, F, 3x, 12/14, 12/18, 12/21/18e

The Apache County Board of Supervisors will hold a meeting on Wednesday, January 2, 2019 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following items:

Public hearing, discussion, consideration and possible approval to amend the Apache County Building Ordinance by amending:

Section 1.A. by adding 7. R105.5 - Expiration Section 1.B.5; Section R105.5 Permits - Expiration by adding a fee for

extending a permit  
Section 1.B.7; Section R108.2 FEES by amending Table No. 1A

Section 1.C by updating to the 2014 National Electrical Code -NFPA 70

Section 3 Rules and definitions by adding a definition for Tiny Homes

Adding Section 10 A-O Tiny Homes

Adding Section 11 A-B Schedule of values and other fee requirements

And by making clerical changes as needed.

Public hearing, discussion, consideration and possible approval of a resolution of an updated fee schedule of the Apache County Building Safety Department.

Copies of the proposed fee changes and valuation of data are available online on the Apache County Website or in the Community Development Office.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, 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 Commission may participate telephonically or through video communication.

\*These items are available on the county Web site at [www.co.apache.az.us](http://www.co.apache.az.us) at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail [planning@co.apache.az.us](mailto:planning@co.apache.az.us).

\*\*\*If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent:  
December 14, 2018  
WMI 1671, F, 1x, 12/14/18e

Person/Attorney Filing: CURT STALL

Mailing Address: 4843 E FIRESTONE DR

City, State, Zip Code: Chandler AZ 85249

Phone Number: 4802833791

E-Mail Address: [curt.stall@gmail.com](mailto:curt.stall@gmail.com)

[X] Representing Self, Without an Attorney

(If Attorney) State Bar Number:

IN THE SUPERIOR COURT OF

THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF Navajo

Curt Stall

Plaintiff(s),

v.



# Board of Supervisors Report

Meeting Date: January 2, 2019

Department: Community Development

Submitted by: Devin Brown, Director

---

## **Motion before the Board:**

Consideration of updates and amendments to the Building Safety Ordinance, including a new section about tiny houses; and amendments to the fee schedule and valuation tables used for determining permit fees.

## **Background:**

### **a. Building Safety Ordinance**

The updates to the Building Safety Ordinance include two main changes. The first is adding a section about tiny houses. Unlike other jurisdictions, Apache County has no zoning rules restricting how small a house can be. Tiny houses are simply allowed anytime, anywhere in our county.

However, there are portions of the building code that restrict house size. For example, many tiny houses include a small loft area for sleeping that has no window, is barely large enough for two adults to fit, and is only accessed by a ladder. But the building code restricts habitable rooms to a minimum size of 70 square feet, ceiling height of 7 feet, must include a window for ventilation and emergency escape, and must have stairs instead of a ladder. These requirements have been in place for years as best practices for safety.

These traditional requirements, however, are not all necessary for tiny houses where the distance to an exit is only a few feet or where the loft is simply part of a larger room. So, our staff researched how other jurisdictions are handling tiny houses and created our own amendments.

The second main change to the ordinance is updating from the 2011 to the 2014 National Electric Code. This is needed because the 2014 Code includes better requirements for alternative energy sources like solar and wind. Many folks in Apache County are off-grid and rely on these sources for electricity.

### **b. Fee Schedule and Valuation Table**

The other proposed resolution is an update to the fee schedule and valuation tables. With a couple exceptions, these changes will reduce permit fees for citizens. Attached is a fee schedule showing which fees are updated. Most of these updated fees are simply creating flat fees instead of our current practice of using valuations to determine a permit fee. For example, if a company wants to install a cell tower, the current process is to estimate the value of the tower to calculate the permit fee. But estimating the value of a cell tower is not easy without specialized knowledge, so the resulting fees are all over the map. So instead of trying to estimate the value of each individual cell tower, we are proposing a flat fee for cell towers and other common services like solar permits. This will be easier and more predictable for both staff and citizens.

## **Recommendation:**

The Planning & Zoning Commission discussed these proposed changes and recommended approval at an advertised public hearing on December 6, 2018.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE APACHE COUNTY BOARD OF SUPERVISORS AMENDING THE  
BUILDING SAFETY ORDINANCE, INCLUDING ADDING DEFINITIONS AND RULES RELATED  
TO TINY HOUSES**

**WHEREAS**, A.R.S. §11-861 allows for adoption or amendment of a building code to protect the public, reduce the loss of life, minimize the risk of property loss, and reduce the economic and social disruption that result from natural catastrophes; and

**WHEREAS**, the Planning and Zoning Commission has recommended that the Building Safety Ordinance be amended in the following sections:

Section 1.A. by adding 7. R105.5 – Expiration  
Section 1.B.5; Section R105.5 Permits – Expiration by adding a fee for extending a permit  
Section 1.B.7; Section R108.2 FEES by amending Table No. 1A  
Section 1.C by updating to the 2014 National Electrical Code -NFPA 70  
Section 3 Rules and definitions by adding a definition for Tiny Homes  
Adding Section 10 A-O Tiny Homes  
Adding Section 11 A-B Schedule of values and other fee requirements  
And by making clerical changes as needed; and

**WHEREAS**, per A.R.S. §11-251.05, the Board of Supervisors has advertised and conducted a public hearing, and has determined it is appropriate and in the public interest to adopt these amendments;

**NOW THEREFORE BE IT ORDAINED THAT** the Apache County Board of Supervisors approves this Ordinance amending the Building Safety Ordinance as provided in the attached document titled “Building Safety Ordinance of Apache County, Arizona”:

**PASSED AND ADOPTED** by the Apache County Board of Supervisors at a meeting held this 2<sup>nd</sup> day of January, 2019.

\_\_\_\_\_  
Chairman, Apache County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Apache County Attorney



# **BUILDING SAFETY ORDINANCE OF**



## **APACHE COUNTY, ARIZONA**

**Approved by the Board of Supervisors**

**May, 2015**

**EFFECTIVE July 1, 2015**

**Amended January 2, 2019**

**BUILDING SAFETY ORDINANCE  
OF  
APACHE COUNTY, ARIZONA**

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**BUILDING SAFETY CODE ORDINANCE  
OF THE COUNTY OF APACHE  
As amended**

**SCOPE**

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIRING, MOVING, REMOVING, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, AND MAINTENANCE OF THE BUILDINGS AND STRUCTURES WITHIN THE UNINCORPORATED AREAS OF AND OUTSIDE NATIVE AMERICAN LANDS IN THE COUNTY OF APACHE; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND PROVIDING FOR AN ADVISORY BOARD AND ADMINISTRATIVE PROCEDURES.

THIS DOCUMENT SHALL ABOLISH, REPLACE, AND/OR SUPERSEDE ANY PREVIOUS AMENDMENTS, CHANGES, OR ADDITIONS TO THE NATIONAL CODES PREVIOUSLY APPROVED BY APACHE COUNTY

**PURPOSE AND ADOPTION OF THE ORDINANCE**

Building regulations provide an important service to the community in maintaining property values and in prohibiting the construction of unsafe or unhealthy structures.

The purpose of the Building Safety Code is to provide minimum standards safeguarding life or limb, health, property and public welfare. This is accomplished by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the County.

IT IS HEREBY ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, AS FOLLOWS:



## SECTION 1 BUILDING CODES

The following describes documents containing the following described codes, as the same now exists or may hereafter be amended, or as specifically amended herein, are hereby adopted by reference, as if fully set out herein, as the Building Safety Code of Apache County, pursuant to Arizona Revised Statutes Title 11 Chapter 6 Article 3 § 11-861 through 11-866.

At least three (3) copies of the Building Safety Code shall be filed in the office of the Clerk of the Board of Supervisors and kept available for public use and inspection. Solely for the purpose of satisfying this requirement, the Saint Johns and Springerville offices of Community Development are designated as branch offices of the Office of the Clerk of the Board. One copy of the Building Safety Code shall be kept in the office of the Clerk of the Board and one copy shall be kept in the Saint Johns office both located at 75 West Cleveland, Saint Johns, Arizona and one copy shall be kept in the Springerville office located at 309 South Mountain Avenue, Springerville, Arizona, by appointment.

A. The **2015** edition of the International Building Code published by the International Code Council, Inc., including Appendix C (GROUP U – AGRICULTURAL BUILDINGS) as well as the following amendments.

1. Amend **Section 101.1 GENERAL – Title** by adding Apache County.
2. Amend **Section 101.4.4 GENERAL – Property maintenance** by adding the use of this unadopted code herein is regulated by resolution of the Apache County Board of Supervisors.
3. Amend **Section 101.4.5 GENERAL – Fire prevention** by adding the use of this unadopted code herein is regulated by resolution of the Apache County Board of Supervisors.
4. Amend **Section 101.4.6 GENERAL – Energy** by adding the use of this unadopted code herein is regulated by resolution of the Apache County Board of Supervisors.
5. Amend **Section 102.6 APPLICABILITY – Existing structures** by adding the use of this unadopted code herein is regulated by resolution of the Apache County Board of Supervisors.
6. Amend **Section 105.2 PERMITS – Work exempt from permit** by changing buildings #1 change 120 square feet to 200 square feet. And by adding buildings #14, all building as defines in A.R.S. § Title 11, Chapter 6, Article 5.
7. Amend **Section 105.5 EXPIRATION** –By adding: A fee will be charged at the issuance of the written extension of time at the rate of 10% of the permit fee charged at the original issuance of such permit. If three (3) or more years have expired, a new permit will be required, and the fee thereof shall be the amount required for a new permit, provided no changes have been made or will be made in the original plans and specifications for such work. Those permits where work commenced and then suspended, or abandoned, or work completed without having the required inspections, may have a Notice of Code Violation recorded with the Apache County Recorder's office.
8. Amend **Section 109.2 FEES – Schedule of permit fees** by adding as prescribed in Section 11 of this Ordinance.

9. Amend **Section 109.3 FEES – Building permit valuations** by adding The Building Official shall determine building permit valuation for new construction and additions as prescribed in Section 11 of this Ordinance.
10. Amend **Section 109.4 FEES – Work commencing before permit issuance** by adding as prescribed in Section 8 of this Ordinance.
11. Amend **Section 109.6 FEES – Refunds** by adding Refunds, by deleting the first sentence and adding: “The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. “The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.  
  
The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment”.
12. Amend **Section 110.3.7 INSPECTIONS – Energy efficiency inspections** by deleting Energy efficiency Inspections.
13. Delete **Section 113 BOARD OF APPEALS**  
See Section 4 of this Ordinance.
14. Amend **Section 420.5 GROUPS I-1, R-1, R-2, R-3, AND R-4 – Automatic Sprinkler System** by adding per A.R.S §11-861(E) Apache County Building Department will ONLY USE this section of the 2015 I.B.C. Code book for the purpose of plan review, permitting, collection or permit fees and inspections at the request of the property owner. This pertains only to single family and dual family residences.
15. Delete **Chapter 11 ACCESSIBILITY** and replace with the Arizonans with Disabilities Act (Arizona Revised Statutes, Title 41 Chapter 9 Article 8) and the Arizonans with Disabilities Act Implementing Rules (Arizona Administrative Code, Title 10 Chapter 3 Article 4) which incorporates the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities.
16. Delete **Chapter 13 ENERGY EFFICIENCY**
17. Amend **Section 1601 GENERAL** by adding 1601.2 building criteria for Apache County. Refer to Section 1-B-1 of this Ordinance.
18. Amend **Section 1612.3 FLOOD LOADS – Establishment of flood hazard areas** by adding Apache County and October 2, 2007.
19. Delete **Section 3109 SWIMMING POOL ENCLOSURES AND SAFETY DEVICES** (Semi-Public and Public swimming pool enclosures and safety devices are regulated by the Arizona Administrative Code Title 18 Chapter 5 Article 2.)



- B. The 2015 edition of the [International Residential Code](#) published by the International Code Council, Inc., including Appendix G (SWIMMING POOLS, SPAS AND HOT TUBS) and Appendix H (PATIO COVERS) as well as the following amendments:

1. Replace **Table R301.2(1) CLIMATE AND GEOGRAPHIC DESIGN** with the following table:

**TABLE R301.2(1)**

| <b>CLIMATE AND GEOGRAPHIC DESIGN FOR APACHE COUNTY, ARIZONA</b>                                                                                                                                                                                                              |                  |                         |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|--------------------------------|
| The following areas of Apache County are considered to be case study for the recommendation of ground snow loads. The Apache County Building Department adopted the (Snow Load Data for Arizona) manual, Published by the STRUCTURAL ENGINEERS ASSOCIATION OF ARIZONA, 1973. |                  |                         |                                |
| <b>Area</b>                                                                                                                                                                                                                                                                  | <b>Elevation</b> | <b>Ground Snow Load</b> | <b>Required Roof Snow Load</b> |
| * McNary                                                                                                                                                                                                                                                                     | 7200             | 55 PPSF                 | 50 PPSF                        |
| *Alpine                                                                                                                                                                                                                                                                      | 8012             | 50 PPSF                 | 40 PPSF                        |
| *Greer                                                                                                                                                                                                                                                                       | 8490             | 50 PPSF                 | 40 PPSF                        |
| *Nutrioso                                                                                                                                                                                                                                                                    | 7671             | 50 PPSF                 | 40 PPSF                        |
| Eagar, Springerville                                                                                                                                                                                                                                                         |                  |                         |                                |
| *Vernon & Surrounding areas                                                                                                                                                                                                                                                  | 7200 to 6000     | 44 PPSF                 | 35 PPSF                        |
| All other areas below                                                                                                                                                                                                                                                        |                  |                         |                                |
| * 6,000 Ft. elevation                                                                                                                                                                                                                                                        |                  | 25 PPSF                 | 20 PPSF                        |
| <b>WIND DESIGN:</b> Speed (MPH) 90 w/30 second gust. Topographic effects: YES                                                                                                                                                                                                |                  |                         |                                |
| <b>SEISMIC DESIGN CATEGORY:</b> B                                                                                                                                                                                                                                            |                  |                         |                                |
| <b>WEATHERING:</b> Moderate                                                                                                                                                                                                                                                  |                  |                         |                                |
| <b>FROST LINE DEPTH:</b> 18" (inches) below finished grade. (i.e. footings, plumbing pipes.)                                                                                                                                                                                 |                  |                         |                                |
| <b>TERMITE:</b> None to slight                                                                                                                                                                                                                                               |                  |                         |                                |
| <b>WINTER DESIGN TEMP:</b> 4 degrees                                                                                                                                                                                                                                         |                  |                         |                                |
| <b>ICE BARRIER UNDERLAYMENT REQUIRED:</b> NO                                                                                                                                                                                                                                 |                  |                         |                                |
| <b>FLOOD HAZARDS:</b> The NFIP, as adopted by the Apache County Board of Supervisors Oct 2, 2007 and Administered by the Apache County Engineer.                                                                                                                             |                  |                         |                                |
| <b>AIR FREEZING INDEX:</b> 1500                                                                                                                                                                                                                                              |                  |                         |                                |
| <b>MEAN ANNUAL TEMP:</b> 56 degrees                                                                                                                                                                                                                                          |                  |                         |                                |

- \* Roofs must be designed to support loads as specified in R301.6 or the snow load shown here, whichever is greater. (Ground Snow Load x .8  $\approx$  Roof Snow Load)



2. Amend **Section R101.1 GENERAL – Title** by adding Apache County.
3. Amend **Section R102.7 APPLICABILITY – Existing Structures** by Adding the International Property Maintenance Code as adopted by resolution by the Apache County Board of Supervisors.
4. Amend **Section R105.2 PERMITS – Work exempt from permit – Building** by adding  
 #11 A permit is not required for repairs or improvements of a value not exceeding \$500.00 A.R.S §11-815(B). This exemption is at the Building Official Discretion.  
 #12 A permit is required for any construction of a building or an addition there to exceeding a cost of \$1,000.00 A.R.S §11-321(A).
5. Amend **Section R105.5 PERMITS – Expiration** by adding the following: a project is considered to be abandoned after 180 days if a successful completed inspection has not taken place. Also adding to the end of the paragraph: A fee will be charged at the issuance of the written extension of time at the rate of 10% of the permit fee charged at the original issuance of such permit.
6. Amend **Section R108.2 FEES – Schedule of Permit Fees** by adding as prescribed in Section 11 of this Ordinance.
7. Amend **Section R108.3 FEES – Building Permit Valuations** adding The Building Official shall determine building permit valuation as prescribed in Section 11 of this Ordinance.
8. Amend **Section R108.5 FEES – Refunds** by adding “The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.  
  
 The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment”.
9. Amend **Section R108.6 FEES – Work commencing before permit issuance** see Section 8 of this Ordinance for fees and procedure to obtain permits.
10. Amend **Section R109.1.3 INSPECTIONS – Floodplain inspections** by deleting flood plain inspection as established by Table R301.2(1) and by adding ‘as established by the Apache County Engineer.
11. Amend **Section R113.2 VIOLATIONS – Notice of violation** by adding ‘where a notice of violation has been issued pursuant to this section, the Building Official may record a Notice of Code Violation with the Apache County Recorder’s office if the violation was not corrected within the agreed upon time per the violation notice issued.
12. Amend **Section R311.7.5.1 MEANS OF EGRESS – Riser** by replacing “7 ¾ inches” with “8 inches” as the maximum riser height.
13. Amend **Section R320.1 ACCESSIBILITY – Scope** by replacing the words “Chapter 11 of the International Building Code for Group R-3” with “the Arizonans with Disabilities Act.”

14. Amend **Section R403.1.1 FOOTINGS – Minimum size** by adding ‘or as prescribed by the Apache County Building Official.’
15. Amend **Section R403.1.4 FOOTINGS – Minimum depth** by changing’ minimal footing depth from 12 inches to 18 inches.
16. Delete **Section R408.7 UNDER-FLOOR SPACE – Flood resistance** see the Apache County Zoning Ordinance Article 8.
17. Amend **Section E3402.1 BUILDING AND STRUCTURE PROTECTION – Drilling and notching** by adding see R502.8.2, R602.6, R602.6.1, R802.7, R802.71 and R802.7.2 (notching and boring of structures.)
18. Amend **Section E3902.4 GROUND-FAULT AND ARC-FAULT CIRCUIT INTERRUPTER PROTECTION – Crawl space receptacles** by adding ‘exception dedicated 125 volt, single-phase, 15 and 20 amp receptacles that supply power to gas furnaces, or other equipment, shall not be required to be “GFCI protected.”
19. Amend **Section G2415.12 (404.12) PIPING SYSTEM INSTALLATION – Minimum burial depth** by changing minimal burial depth from 12 inches to 18 inches.
20. Amend **Section P2603.5.1 STRUCTURAL AND PIPING PROTECTION – Sewer depth** by adding depth in inches x 2 (18 inches.)
21. Amend **Section P2904 DWELLING UNIT FIRE SPRINKLER SYSTEM** by adding ‘per A.R.S §11-861(E) Apache County Building Department will ONLY USE this section of the 2015 I.R.C. Code book for the purpose of plan review, permitting, collection of permit fees and inspections at the request of the property owner.
22. Amend **Section P3103.1 VENT TERMINALS – Roof extension** Open vent pipes that extend through a roof shall be terminated not less than ~~6-inches (152-mm)~~ 18 inches above the roof or 6 inches (152 mm) above the anticipated snow accumulation, whichever is greater. Where a roof is to be used for assembly, as a promenade, observation deck or sunbathing deck or for similar purposes, open vent pipes shall terminate not less than 7 feet above the roof.

C. The 2014 edition of the [National Electrical Code – NFPA – 70](#), published by National Fire Protection Association including the following amendments:

1. Amend **Article 230 SERVICES** by adding the following section:

**230.63 Location.** All service equipment rated 1000 amps or a combination of 1000 amps or more located inside a building shall be enclosed within a room or space separated from the rest of the building by not less than one-hour fire-resistive occupancy separation or fire barrier installed in compliance with the building code.

D. The 2015 edition of the [International Mechanical Code](#) published by the International Code Council, Inc., including Appendix A (COMBUSTION AIR OPENING AND CHIMNEY CONNECTOR PASS THROUGH) as well as the following amendments:

1. Amend **Section 101.1 GENERAL – Title** by adding Apache County.



2. Amend **Section 106.5 PERMITS – Fees** by deleting and adding for Fees, see Section 11 of this Ordinance.
  3. Amend **Section 106.5.1 PERMITS – Fees – Work commencing before permit issuance** by deleting and adding for work commencing before permit issuance see Section 8 of this Ordinance.
  4. Amend **Section 106.5.2 PERMITS – Fees – Fee schedule** by deleting and adding fee schedule: see Section 11 of this Ordinance.
  5. Amend **Section 106.5.3 PERMITS – Fees – Fee refunds** by deleting and adding Fee refunds: see Section 1-A-11 of this Ordinance.
- E.** The **2015** edition of the [International Swimming Pool and Spa Code](#) published by the International Association of Plumbing and Mechanical Officials as well as the following amendment:
1. Amend **Section 101 SCOPE AND APPLICATION – General** by adding Apache County.
  2. Delete **Section 108 MEANS OF APPEALS** see Section 4 of this Ordinance.
- F.** The **2015** edition of the [International Plumbing Code](#) published by the International Code Council, Inc., as well as the following amendment:
1. Amend by deleting the IPSDC, International Private Sewage Disposal Code section of the code book.
  2. Amend **Section 101.1 GENERAL – Title** by adding Apache County,
  3. Amend **Section 106.6 PERMITS – Fees** by deleting and adding for Fees, see Section 11 of this Ordinance.
  4. Amend **Section 106.6.1 PERMITS – Fees – Work commencing before permit issuance** by deleting and adding for work commencing before permit issuance see Section 8 of this Ordinance.
  5. Amend **Section 106.6.2 PERMITS – Fees – Fee schedule** by deleting and adding for fee schedule see Section 11 of this Ordinance.
  6. Amend **Section 106.6.3 PERMITS – Fees – Fee refunds** by deleting and adding fee refunds see section 1-A-11 of this Ordinance.
  7. Delete **Section 109 MEANS OF APPEAL**
  8. Amend **Section 305.4.1 PROTECTION OF PIPES AND PLUMBING SYSTEM COMPONENTS – Freezing – Sewer depth** by adding sewer depth adding 18 inches (both blank locations)
  9. Amend **Section 903.1 VENT TERMINALS – Roof extension** by adding roof extension adding 18 inches (one blank location)



G. The 2015 edition of the [International Fuel Gas Code](#) published by the International Code Council, Inc., as well as the following amendment:

1. Amend **Section 101.1 GENERAL - Title** by adding Apache County.
2. Amend **Section 106.6 PERMITS – Fees** by deleting and adding Fees, see Section 11 of this Ordinance.
3. Amend **Section 106.6.1 PERMITS – Fees – Work commencing before permit issuance** by deleting and adding work commencing before permit issuance see Section 8 of this Ordinance.
4. Amend **Section 106.6.2 PERMITS – Fees – Fee schedule** by deleting and adding fee schedule see Section 11 of this Ordinance.
5. Amend **Section 106.6.3 PERMITS – Fees – Fee refunds** by deleting and adding Fee refunds see section 1-A-11 of this Ordinance.
6. Amend **Section 108.4 VIOLATIONS – Violation penalties** see Section 13-A&B of this Ordinance.
7. Amend **Section 108.5 VIOLATIONS – Stop work orders** by adding for amount(s) not listed see section 13-B of this Ordinance.

H. The 2015 edition of the [International Property Maintenance Code](#)

1. Amend **Section 101 SCOPE AND ADMINISTRATION – Scope and Application – General** by adding Apache County.
2. Delete **Section 111 MEANS OF APPEALS** see Section 4 of this Ordinance.

Copies of the Building Safety Code are on file and available for public review in the Office of the Clerk of the Board of Supervisors and the Saint Johns Community Development Office, both located at 75 W. Cleveland Street, Saint Johns, Arizona Monday through Thursday 6:00 am to 5:30 pm and at the Springerville Community Development Office located at 309 S. Mountain Avenue, Springerville, Arizona, by appointment.

## **SECTION 2 TITLE**

This Ordinance shall be known as the Apache County Building Safety Code.

## **SECTION 3 RULES AND DEFINITIONS**

- A. The term “Building Code” as used hereinafter shall mean the codes referred to in Section 1 of this Ordinance.
- B. Terms used in this Ordinance shall be defined as provided in the Codes adopted in Section 1 of this Ordinance, except as herein otherwise provided.

- C. Whenever the terms “Governing Body” or “City” or “Town” or “Municipality” are used in the Building Code, they shall mean the unincorporated area of the County of Apache, excluding sovereign land and the private properties surrounded by sovereign land.
- D. Whenever the terms “Mayor”, “Appointing Authority”, “Commission”, “City Council”, or “Manager” are used in the Building Code, they shall mean the Apache County Board of Supervisors.
- E. Whenever the terms, “Administrative Authority”, “Building Officials”, “Chief”, or “Administrator”, are used in the Building Code, they shall mean the Building Official of Apache County, or his representative.
- F. Whenever the terms “Other Code” or “Other Codes” are used in the Building Code, they shall mean other code or codes adopted by either the County of Apache or the State of Arizona. If there is a conflict between such other code or codes and the Ordinance, the more restrictive shall prevail.
- G. Reference to chapters, articles, sections, and subsections or paragraphs and to tables thereof are to the Building Code.

H. Certificates

- 1. **Zoning Certificate**. May be part of the Building Permit. (The issuance of approval of zoning use permits, variance permits, temporary use permits, and special use permits shall not be construed to be functions of the Building Inspection Department but shall continue to be processed as otherwise provided by law.)
- 2. **Certificate of Occupancy (C of O)**. For construction completion showing compliance.

I. Building Safety Department

The Building Safety Department shall administer this Ordinance. The official in charge thereof shall be known as the Building Official of Apache County.

J. Administrative Provisions

The administrative rules for administering this Ordinance are as notes in the respective codes or as otherwise hereinafter provided.

Nothing contained in this Ordinance shall prevent, restrict, or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purpose, if the tract concerned is five or more contiguous commercial acres.

K. For the purpose of this Ordinance, the following definitions shall apply:

**Plot Plan** – a plot showing the property size and shape with the location of the building or buildings shown. Required yard setback from front, back and side property lines shall be shown, in addition to required distances between buildings, and location of approved sanitary system.

**Plans and Specifications** – simple buildings (i.e., cabanas, trailer covers, sheds, barns, and additions to dwellings from 200 to 1,000 square feet) a drawing with data showing floor plan, at least two elevations and sufficient information to allow the plan check officer to determine if the building will meet code standards.



- L. The term “Tiny House” is defined as a house smaller than 600 square feet; can be site-built or built on an approved trailer. Shall not be smaller than 200 square feet when built on-site, or smaller than 160 square feet when built on a trailer.

#### **SECTION 4 ADVISORY AND APPEALS BOARD**

##### **A. Authority and Purpose**

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 35, §11-862 there shall be and is hereby created the Building Safety Advisory and Appeals Board. Whenever the terms “Board”, “Advisory Board”, “Board of Appeals” or “Advisory and Appeals Board” appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.
2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternatives materials and construction methods.
3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

##### **B. Members and Qualifications**

1. The Advisory and Appeals Board shall consist of at least five (5) but not more than seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointment shall be made as follows:
  - a. Two members shall be appointed to four (4) year terms.
  - b. Two members shall be appointed for three (3) year terms.
  - c. Two members shall be appointed for two (2) year terms.
  - d. One member shall be appointed for a one (1) year term.

Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but no more than two (2) terms expire each year.

The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Apache County. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
  - a. An architect duly licensed in the state of Arizona.
  - b. A professional engineer duly licensed in the state of Arizona.



- c. A general contractor duly licensed in the state of Arizona.
  - d. A person representing the public.
  - e. A person engaged in the electrical, mechanical or plumbing trade.
3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.
  4. Members of this Board shall serve without compensation except for reimbursement of expenses. This Board shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Apache County.

#### C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.
2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.
3. The Boards of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.
4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

#### D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one (1) calendar year.
3. Legal Counsel shall be provided by the Apache County Attorney or a Deputy County Attorney.
4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.
5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.

6. In the absence of both the Chairman and Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and Vice-Chairman, the Chairman Pre-tempore shall assume the duties of the Chairman and, when do acting, has the same powers and is subject to the same restrictions as the Chairman.
7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.
8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.
9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.
10. The Secretary of the Board shall be custodian of the records of the Board.

E. Hearing and Meetings

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two (2) times in any calendar year.
2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rule of Order. However, the Board has the option of waiving any portion of those rules that they choose.
3. Notice of the date, time and place of any regular or special meeting or hearing of the Board; including an agenda of the matters to be addressed, shall be given within 24 hours prior to the meeting by posting a notice to the general public at the County Annex building, located at 75 West Cleveland, Saint Johns, Arizona; the Court house, located at 70 West 3<sup>rd</sup> South, Saint Johns, Arizona; and on the Apache County website, [www.co.apache.az.us](http://www.co.apache.az.us).
4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.
5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.
6. During any meeting or hearing of the Board, the Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the Building Safety Department on any particular order, decision, or determination currently held or being enforced.

F. Quorum and Voting

1. Four (4) members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.

2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.
3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.
4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.
5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

#### G. Appeals

1. Any permittee may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.
2. A notice of Appeal must be filed with the Secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decisions or determination of the Building Official. The Board shall limit their consideration of the appeal to the specific order, decision or determination.
3. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provision of the code does not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any test or research required to substantiate appellant's claim(s).
4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted seven (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.
5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.
6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.



7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstance for one (1) year from the date of the hearing in question.
8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.
9. In their written request for a hearing, appellants shall disclose any evidence, witness (es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may cause for the Board to delay the presentation of such evidence, witness (es) or testimony.
10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear in behalf on the Board.
11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All finding, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

#### H. Limitation of Authority

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code or Zoning Ordinance.

### SECTION 5 CONTINUITY

The International Code Council and other organizations indentified in Section 1 of this Ordinance publish to books that constitute the Building Code and periodically issue supplements and amendments. In order that this Ordinance maintains its continuity, it shall be the responsibility of the Building Safety Department to ensure that all supplements and amendments to the codes are properly implemented.

### SECTION 6 ADMINISTRATION

All department officials and public employees of the County of Apache vested with the duty or authority to issue permits or licenses shall comply with the provisions of this Ordinance and shall issue no permit or license for any use, building or purpose in conflict with the provision of the Ordinance. Any permit or license so issued in conflict with the provisions of this Ordinance shall be null and void and of no effect whatsoever.



Filing Plans. Every application for a building permit shall be accompanied by two (2) copies of plans and specifications. Plans shall include plot plans. One copy of such accepted plans shall be returned to the owner when plans are approved by the Building Official.

Plans and Specifications. With each application for a building permit and also when otherwise required by the Building Official for enforcement or any provision of this Ordinance, two (2) sets of specifications and plans shall be submitted. The Building Official may, where the complexity of the plans clearly warrants (that is, any building requiring engineering computations i.e., public buildings, etc.), required plans and specifications to be prepared and designed by an engineer or architect licensed by the State of practice as such. The Building Official may further require that plans for new construction indicate existing and finished grade elevation based on County data with existing and finished drainage flow patterns in area subject to flooding.

One copy of submitted plans shall be returned to the applicant when approved. Results shall normally be received within fifteen (15) working days after submission. If there is any delay beyond fifteen (15) working days, a letter of explanation shall be sent to the applicant.

## **SECTION 7 RULES AND REGULATIONS**

The Building Official may adopt rules and regulations subject to the approval of the Board of Supervisors, in the interest of public safety, health and general welfare, to implement the provisions of this Ordinance, to secure the intent thereof; but no such rules shall have the effect of waiving technical provisions specifically provided in the Building Codes or of violating accepted engineering practice involving public safety.

## **SECTION 8 BUILDING PERMITS**

- A. Application for building permits shall be made in the office of Building Safety, Apache County Community Development. Submissions shall include a site plan and plans and details of the proposed construction or use, containing sufficient information for the enforcement of this Ordinance. Application for a building permit must be filed for all proposed construction within the zoned areas as required by statute.
- B. A building permit shall be issued only upon approval of submitted plans and specifications, and presentation of an approved sanitary system permit where required.
- C. Permit applications shall normally be accepted at the Apache County Community Development Offices located at 75 West Cleveland, St. Johns, Arizona, or by appointment at 309 S. Mountain Ave, Springerville, Arizona, 7:00 a.m. to 5:00 p.m., Monday through Thursday.
- D. No residential permit shall be issued to any person or persons who propose to contract the performance of any construction or improvement regulated by this Code unless the person requesting the permit is the holder of a valid, unexpired and unrevoked Contractor's license issued by the Registrar of Contractors of the State of Arizona. However, a residential permit required by this Code may be issued to any person to do any construction or improvement regulated by this Code, provided the person is himself the bona fide owner of the premises upon which the construction or improvement is to be done, is doing the work himself, contracts for doing the work with a Contractor or Contractors duly licensed by the State of Arizona, or employing someone by the hour to do such work, provided that such construction or improvement is not intended for sale or rent.



- E. No commercial or industrial permit shall be issued to any person or persons who propose to contract the performance of any construction or improvement intended for commercial or industrial purposes unless the person requesting the permit is the holder of a valid, unexpired and unrevoked commercial contractor's license issued by the Registrar of Contractors of the State of Arizona.
- F. Any person who shall commence work for which a permit is required by this Ordinance without first having obtained a permit may, upon subsequently obtaining a permit for such work, will be charged an additional fee as established in Section 11 of this ordinance.
- G. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
- H. An investigation fee as established in Section 11 of this ordinance, shall be collected in addition to the permit fee whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of either these provisions or other pertinent codes from any penalty prescribed by law.

### **SECTION 9 MANUFACTURED HOMES & FACTORY BUILT BUILDING**

- A. Manufactured homes shall follow Section 730 of the Apache County Zoning Ordinance.
- B. Cost of permit for Manufactured housing, Mobile Homes, and Factory built home shall be established by the Arizona Board of Manufactured Housing under A.R.S. §41. 4010 and Section 11 of this ordinance.

### **SECTION 10 TINY HOUSES**

Other than the modifications below, Tiny Houses shall be built according to the 2015 International Residential Code.

- A. The term "Tiny House" is defined as a house smaller than 600 square feet; can be site-built or built on an approved trailer. Shall not be smaller than 200 square feet when built on-site, or smaller than 160 square feet when built on a trailer.
- B. The Tiny House can be built partially or entirely on-site.
  - a. If built off-site, it needs to be inspected and approved by a recognized agency approved by the building official.
- C. All Tiny House on wheels that are built off-site and brought to Apache County as a dwelling unit shall require a plan review and special inspection by the Apache County building inspector to ensure structural and life safety aspects are intact.
- D. Minimum room dimensions 6 feet 6 inches with no room smaller than 65 square feet, excluding storage areas and bathrooms.
- E. Ceiling height of 6 feet 4 inches in open livable areas, creating a non-obstructed path for egress and ingress.
- F. Egress shall be provided in sleeping areas and living areas.
- G. Bathroom and kitchen shall be required.
- H. Ladders/ladders may replace stairways to loft areas (provided stair or ladder details are on the plans.)



- I. Number of electrical circuits may be reduced to reflect loads.
- J. A minimum of 60 Amp electrical service is required. But a reduction can be made if calculation shows less electrical demand based off the 2015 IRC minimum service load calculation table E3602.2.
- K. Energy code concessions: R-15 minimum in framed floors, ceiling insulation and wall insulation or R-19 minimum in frames floors and ceilings and R-13 in framed walls.
- L. A certificate of occupancy will only be issued for tiny houses set on a permanent foundation. Tiny houses on wheels will not be given a certification of occupancy unless it is set on a foundation.
- M. For wastewater requirements, contact the Apache County Health Department at (928) 337-7607.
- N. Tiny Houses shall meet all zoning requirements such as setback and engineering requirements including drainage, 911 addressing, road encroachments, and flood plains.
- O. All Tiny Houses shall have a secondary form of egress, in case of emergency.

### **SECTION 11 SCHEDULE OF VALUES AND OTHER FEE REQUIREMENTS**

A. Permit fees consisting of: building permits, flood plan check, plumbing, mechanical, electrical, and miscellaneous permits, as described in their respective Codes and Ordinances, shall be as adopted by resolution of the Apache County Board of Supervisors.

B. Building valuation data used in determining the permit fees shall be as adopted by resolution of the Apache County Board of Supervisors.

### **SECTION 12 SEVERABILITY**

If any section, sentence, clause, phrase or portion of this Ordinance or any part of the adopted codes ~~is~~ for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

### **SECTION 13 ENFORCEMENT**

It shall be the duty of the Building Official to administer this Ordinance. All County law enforcement officials and agencies shall, whenever requested by the Building Official, enforce this Ordinance to the extent that they are lawfully authorized to do so, subject to the will of the Apache County Board of Supervisors.

### **SECTION 14 VIOLATION AND PENALTIES**

- A. **Criminal Penalties:** Any person, firm or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provision of this Ordinance or violates or fails to comply with any order or regulation made hereunder is guilty of a Class 2 Misdemeanor pursuant to A.R.S §11-815. Each and every day during which the illegal activity, use or violation continues is a separate offense.
- B. **Civil Penalties:** Any person, firm, or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provisions of the Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil



penalty for violation of this Ordinance shall be established by separate resolution of the Board of Supervisors, by shall not exceed the amount of the maximum fine for a Class 2 Misdemeanor.

- C. Remedies:** An alleged violator who is served with Notice of Violation subject to civil penalty shall not be subject to a criminal prosecution for the same factual situation. However, all other remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof.

## **SECTION 15 PERMIT REQUIRMENTS**

Nothing in this Ordinance shall be construed to require changes in the plans, construction or designated use of a building for which a lawful permit has been theretofore issued or otherwise lawfully authorized. Beginning with the effective date of this Ordinance, building permits as set forth in this Ordinance shall be required.

## **SECTION 16 RECORDS**

The Building Official shall keep careful and comprehensive records of applications for permits, of permits issued, of inspections made, of reports rendered and of notices or orders issued. Further, the Building Official shall retain on file copies of all papers in connection with building work for such time as may be required by law.

## **SECTION 17 REDRESS**

Nothing in this Code precludes any individual, company or corporation from seeking redress through the courts concerning any portion of this Code or any ruling made by the Department of Building Safety pertaining to this Code.

## **SECTION 18 RULES OF AMENDMENT**

- A. This Ordinance may be amended from time to time in accordance with the provisions of A.R.S. §11-864. This ordinance may be amended by simple motion of the Board of Supervisors, provided all state required legal advertising for amending a Building Code has been satisfied. Staff may correct typographical errors and/or reformat this document without being considered an amendment.
- B. Amendments may be initiated by the Building Official, the Advisory and Appeals Board, or the Board of Supervisors.
- C. The Apache County Planning and Zoning Commission shall hold at least one public hearing on the proposed amendments prior to making a recommendation to the Board of Supervisors. Notice of said hearing shall be given by publication of the text of the changes pursuant to the provisions of A.R.S. §11-861.
- D. The Board of Supervisors may act upon the proposed amendments pursuant to the procedures found in A.R.S. §11-861

**SECTION 19 ENACTMENT**

This Ordinance shall be in effect upon adoption by the Board of Supervisors. PASSED AND ADOPTED this 5th day of May, 2015 by the Apache County Board of Supervisors in a 2-0-1 vote. AMENDED January 2, 2019 by the Apache County Board of Supervisors.

APACHE COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Alton Joe Shepherd, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Apache County Attorney

ATTEST:

\_\_\_\_\_  
Clerk of the Board



Redline version

# **BUILDING SAFETY ORDINANCE OF**



## **APACHE COUNTY, ARIZONA**

Approved by the Board of Supervisors

May, 2015

**EFFECTIVE July 1, 2015**

**Amended January 2, 2019**

**BUILDING SAFETY ORDINANCE  
OF  
APACHE COUNTY, ARIZONA**

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**BUILDING SAFETY CODE ORDINANCE  
OF THE COUNTY OF APACHE  
As amended**

**SCOPE**

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIRING, MOVING, REMOVING, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, AND MAINTENANCE OF THE BUILDINGS AND STRUCTURES WITHIN THE UNINCORPORATED AREAS OF AND OUTSIDE NATIVE AMERICAN LANDS IN THE COUNTY OF APACHE; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND PROVIDING FOR AN ADVISORY BOARD AND ADMINISTRATIVE PROCEDURES.

THIS DOCUMENT SHALL ABOLISH, REPLACE, AND/OR SUPERSEDE ANY PREVIOUS AMENDMENTS, CHANGES, OR ADDITIONS TO THE NATIONAL CODES PREVIOUSLY APPROVED BY APACHE COUNTY

**PURPOSE AND ADOPTION OF THE ORDINANCE**

Building regulations provide an important service to the community in maintaining property values and in prohibiting the construction of unsafe or unhealthy structures.

The purpose of the Building Safety Code is to provide minimum standards safeguarding life or limb, health, property and public welfare. This is accomplished by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the County.

IT IS HEREBY ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, AS FOLLOWS:



## SECTION 1 BUILDING CODES

The following describes documents containing the following described codes, as the same now exists or may hereafter be amended, or as specifically amended herein, are hereby adopted by reference, as if fully set out herein, as the Building Safety Code of Apache County, pursuant to Arizona Revised Statutes Title 11 Chapter 6 Article 3 § 11-861 through 11-866.

At least three (3) copies of the Building Safety Code shall be filed in the office of the Clerk of the Board of Supervisors and kept available for public use and inspection. Solely for the purpose of satisfying this requirement, the Saint Johns and Springerville offices of Community Development are designated as branch offices of the Office of the Clerk of the Board. One copy of the Building Safety Code shall be kept in the office of the Clerk of the Board and one copy shall be kept in the Saint Johns office both located at 75 West Cleveland, Saint Johns, Arizona and one copy shall be kept in the Springerville office located at 309 South Mountain Avenue, Springerville, Arizona, by appointment.

A. The 2015 edition of the International Building Code published by the International Code Council, Inc., including Appendix C (GROUP U – AGRICULTURAL BUILDINGS) as well as the following amendments.

1. Amend **Section 101.1 GENERAL – Title** by adding Apache County.
2. Amend **Section 101.4.4 GENERAL – Property maintenance** by adding the use of this unadopted code herein is regulated by resolution of the Apache County Board of Supervisors.
3. Amend **Section 101.4.5 GENERAL – Fire prevention** by adding the use of this unadopted code herein is regulated by resolution of the Apache County Board of Supervisors.
4. Amend **Section 101.4.6 GENERAL – Energy** by adding the use of this unadopted code herein is regulated by resolution of the Apache County Board of Supervisors.
5. Amend **Section 102.6 APPLICABILITY – Existing structures** by adding the use of this unadopted code herein is regulated by resolution of the Apache County Board of Supervisors.
6. Amend **Section 105.2 PERMITS – Work exempt from permit** by changing buildings #1 change 120 square feet to 200 square feet. And by adding buildings #14, all building as defines in A.R.S. § Title 11, Chapter 6, Article 5.
7. Amend **Section 105.5 EXPIRATION** –By adding: A fee will be charged at the issuance of the written extension of time at the rate of 10% of the permit fee charged at the original issuance of such permit. If three (3) or more years have expired, a new permit will be required, and the fee thereof shall be the amount required for a new permit, provided no changes have been made or will be made in the original plans and specifications for such work. Those permits where work commenced and then suspended, or abandoned, or work completed without having the required inspections, may have a Notice of Code Violation recorded with the Apache County Recorder's office.
8. Amend **Section 109.2 FEES – Schedule of permit fees** by adding as prescribed in Section 8 of this Ordinance.

9. Amend **Section 109.3 FEES – Building permit valuations** by adding The Building Official shall determine building permit valuation for new construction and additions as prescribed in Section 10 of this Ordinance.
10. Amend **Section 109.4 FEES – Work commencing before permit issuance** by adding as prescribed in Section 8 of this Ordinance.
11. Amend **Section 109.6 FEES – Refunds** by adding Refunds, by deleting the first sentence and adding: “The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. “The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.  
  
The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment”.
12. Amend **Section 110.3.7 INSPECTIONS – Energy efficiency inspections** by deleting Energy efficiency Inspections.
13. Delete **Section 113 BOARD OF APPEALS**  
See Section 4 of this Ordinance.
14. Amend **Section 420.5 GROUPS I-1, R-1, R-2, R-3, AND R-4 – Automatic Sprinkler System** by adding per A.R.S §11-861(E) Apache County Building Department will ONLY USE this section of the 2015 I.B.C. Code book for the purpose of plan review, permitting, collection or permit fees and inspections at the request of the property owner. This pertains only to single family and dual family residences.
15. Delete **Chapter 11 ACCESSIBILITY** and replace with the Arizonans with Disabilities Act (Arizona Revised Statutes, Title 41 Chapter 9 Article 8) and the Arizonans with Disabilities Act Implementing Rules (Arizona Administrative Code, Title 10 Chapter 3 Article 4) which incorporates the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities.
16. Delete **Chapter 13 ENERGY EFFICIENCY**
17. Amend **Section 1601 GENERAL** by adding 1601.2 building criteria for Apache County. Refer to Section 1-B-1 of this Ordinance.
18. Amend **Section 1612.3 FLOOD LOADS – Establishment of flood hazard areas** by adding Apache County and October 2, 2007.
19. Delete **Section 3109 SWIMMING POOL ENCLOSURES AND SAFETY DEVICES** (Semi-Public and Public swimming pool enclosures and safety devices are regulated by the Arizona Administrative Code Title 18 Chapter 5 Article 2.)



- B. The 2015 edition of the [International Residential Code](#) published by the International Code Council, Inc., including Appendix G (SWIMMING POOLS, SPAS AND HOT TUBS) and Appendix H (PATIO COVERS) as well as the following amendments:

1. Replace **Table R301.2(1) CLIMATE AND GEOGRAPHIC DESIGN** with the following table:

**TABLE R301.2(1)**

| <b>CLIMATE AND GEOGRAPHIC DESIGN FOR APACHE COUNTY, ARIZONA</b>                                                                                                                                                                                                              |                  |                         |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|--------------------------------|
| The following areas of Apache County are considered to be case study for the recommendation of ground snow loads. The Apache County Building Department adopted the (Snow Load Data for Arizona) manual, Published by the STRUCTURAL ENGINEERS ASSOCIATION OF ARIZONA, 1973. |                  |                         |                                |
| <b>Area</b>                                                                                                                                                                                                                                                                  | <b>Elevation</b> | <b>Ground Snow Load</b> | <b>Required Roof Snow Load</b> |
| * McNary                                                                                                                                                                                                                                                                     | 7200             | 55 PPSF                 | 50 PPSF                        |
| *Alpine                                                                                                                                                                                                                                                                      | 8012             | 50 PPSF                 | 40 PPSF                        |
| *Greer                                                                                                                                                                                                                                                                       | 8490             | 50 PPSF                 | 40 PPSF                        |
| *Nutrioso                                                                                                                                                                                                                                                                    | 7671             | 50 PPSF                 | 40 PPSF                        |
| Eagar, Springerville                                                                                                                                                                                                                                                         |                  |                         |                                |
| *Vernon & Surrounding areas                                                                                                                                                                                                                                                  | 7200 to 6000     | 44 PPSF                 | 35 PPSF                        |
| All other areas below                                                                                                                                                                                                                                                        |                  |                         |                                |
| * 6,000 Ft. elevation                                                                                                                                                                                                                                                        |                  | 25 PPSF                 | 20 PPSF                        |
| <b>WIND DESIGN:</b> Speed (MPH) 90 w/30 second gust. Topographic effects: YES                                                                                                                                                                                                |                  |                         |                                |
| <b>SEISMIC DESIGN CATEGORY:</b> B                                                                                                                                                                                                                                            |                  |                         |                                |
| <b>WEATHERING:</b> Moderate                                                                                                                                                                                                                                                  |                  |                         |                                |
| <b>FROST LINE DEPTH:</b> 18" (inches) below finished grade. (i.e. footings, plumbing pipes.)                                                                                                                                                                                 |                  |                         |                                |
| <b>TERMITE:</b> None to slight                                                                                                                                                                                                                                               |                  |                         |                                |
| <b>WINTER DESIGN TEMP:</b> 4 degrees                                                                                                                                                                                                                                         |                  |                         |                                |
| <b>ICE BARRIER UNDERLAYMENT REQUIRED:</b> NO                                                                                                                                                                                                                                 |                  |                         |                                |
| <b>FLOOD HAZARDS:</b> The NFIP, as adopted by the Apache County Board of Supervisors Oct 2, 2007 and Administered                                                                                                                                                            |                  |                         |                                |



|                                     |
|-------------------------------------|
| by the Apache County Engineer.      |
| <b>AIR FREEZING INDEX:</b> 1500     |
| <b>MEAN ANNUAL TEMP:</b> 56 degrees |

- \* Roofs must be designed to support loads as specified in R301.6 or the snow load shown here, whichever is greater. (Ground Snow Load x .8 ≈ Roof Snow Load)

2. Amend **Section R101.1 GENERAL – Title** by adding Apache County.
3. Amend **Section R102.7 APPLICABILITY – Existing Structures** by Adding the International Property Maintenance Code as adopted by resolution by the Apache County Board of Supervisors.
4. Amend **Section R105.2 PERMITS – Work exempt from permit – Building** by adding  
 #11 A permit is not required for repairs or improvements of a value not exceeding  
~~\$750.00~~\$500.00  
 A.R.S §11-815(B). This exemption is at the Building Official Discretion.  
 #12 A permit is required for any construction of a building or an addition there to exceeding  
 a cost of \$1,000.00 A.R.S §11-321(A).
5. Amend **Section R105.5 PERMITS – Expiration** by adding the following: a project is considered to be abandoned after 180 days if a successful completed inspection has not taken place. Also adding to the end of the paragraph: A fee will be charged at the issuance of the written extension of time at the rate of 10% of the permit fee charged at the original issuance of such permit.
6. Amend **Section R108.2 FEES – Schedule of Permit Fees** by adding as prescribed in Section ~~811~~ of this Ordinance.
- ~~7. Amend Section R108.2 FEES – Schedule of Permit Fees by adding Table No. 1 – A Building Permit Fee Schedule.~~

~~TABLE No. 1 – A – BUILDING PERMIT FEES~~

| <del>TOTAL VALUATION</del> | <del>FEE</del> |
|----------------------------|----------------|
|----------------------------|----------------|



|                                |                                                                                                                                                  |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00             | \$15.00                                                                                                                                          |
| \$501.00 to \$2,000.00         | <del>\$15.00 for the first \$500.00 plus \$2.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00</del>              |
| \$2,001.00 to \$25,000.00      | <del>\$45.00 for the first \$2,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00</del>         |
| \$25,001.00 to \$50,000.00     | <del>\$252.00 for the first \$25,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.</del>         |
| \$50,001.00 to \$100,000.00    | <del>\$414.50 for the first \$50,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00</del>      |
| \$100,001.00 to \$500,000.00   | <del>\$639.50 for the first \$100,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00</del>     |
| \$500,001.00 to \$1,000,000.00 | <del>\$2039.50 for the first \$500,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.</del> |
| \$1,000,001.00 and up          | <del>\$3539.50 for the first \$1,000,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof</del>                                 |

**~~Other Inspections and Fees:~~**

- ~~1. Inspections **outside** of normal business hours \$47.00 per hour\* (minimum charge two hours)~~
  - ~~2. Reinspection fees assessed under provisions of Section 305(g) \$47.00 per hour\*~~
  - ~~3. Inspections for which no fee is specifically indicated \$47.00 per hour\* (minimum charge one-half hour)~~
  - ~~4. Additional plan review required by changes, additions or revisions to approved plans \$47.00 per hour\* —(minimum charge one-half hour)~~
  - ~~5. Work commenced prior to obtaining an approved permit may require a 3<sup>rd</sup>-party written inspection report from an Arizona Registered Engineer. In addition to an inspection report a penalty fee up to 1 ½ times the building permit fee will be required.~~
  - ~~6. Minimum Investigation fee \$150.00~~
- ~~\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.~~

8. Amend **Section R108.3 FEES – Building Permit Valuations** adding The Building Official shall determine building permit valuation as prescribed in Section ~~401~~ **1** of this Ordinance.
9. Amend **Section R108.5 FEES – Refunds** by adding “The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment”.

10. Amend **Section R108.6 FEES – Work commencing before permit issuance** see Section 8 of this Ordinance for fees and procedure to obtain permits.
11. Amend **Section R109.1.3 INSPECTIONS – Floodplain inspections** by deleting flood plain inspection as established by Table R301.2(1) and by adding ‘as established by the Apache County Engineer.
12. Amend **Section R113.2 VIOLATIONS – Notice of violation** by adding ‘where a notice of violation has been issued pursuant to this section, the Building Official may record a Notice of Code Violation with the Apache County Recorders office if the violation was not corrected within the agreed upon time per the violation notice issued.
13. Amend **Section R311.7.5.1 MEANS OF EGRESS – Riser** by replacing “7 ¾ inches” with “8 inches” as the maximum riser height.
14. Amend **Section R320.1 ACCESSIBILITY – Scope** by replacing the words “Chapter 11 of the International Building Code for Group R-3” with “the Arizonans with Disabilities Act.”
15. Amend **Section R403.1.1 FOOTINGS – Minimum size** by adding ‘or as prescribed by the Apache County Building Official.’
16. Amend **Section R403.1.4 FOOTINGS – Minimum depth** by changing’ minimal footing depth from 12 inches to 18 inches.
17. Delete **Section R408.7 UNDER-FLOOR SPACE – Flood resistance** see the Apache County Zoning Ordinance Article 8.
18. Amend **Section E3402.1 BUILDING AND STRUCTURE PROTECTION – Drilling and notching** by adding see R502.8.2, R602.6, R602.6.1, R802.7, R802.71 and R802.7.2 (notching and boring of structures.)
19. Amend **Section E3902.4 GROUND-FAULT AND ARC-FAULT CIRCUIT INTERRUPTER PROTECTION – Crawl space receptacles** by adding ‘exception dedicated 125 volt, single-phase, 15 and 20 amp receptacles that supply power to gas furnaces, or other equipment, shall not be required to be “GFCI protected.”
20. Amend **Section G2415.12 (404.12) PIPING SYSTEM INSTALLATION – Minimum burial depth** by changing minimal burial depth from 12 inches to 18 inches.
21. Amend **Section P2603.5.1 STRUCTURAL AND PIPING PROTECTION – Sewer depth** by adding depth in inches x 2 (18 inches.)
22. Amend **Section P2904 DWELLING UNIT FIRE SPRINKLER SYSTEM** by adding ‘per A.R.S §11-861(E) Apache County Building Department will ONLY USE this section of the 2015 I.R.C. Code book for the purpose of plan review, permitting, collection of permit fees and inspections at the request of the property owner.
23. Amend **Section P3103.1 VENT TERMINALS – Roof extension** Open vent pipes that extend through a roof shall be terminated not less than ~~6 inches (152 mm)~~ 18 inches above the roof or 6 inches (152 mm) above the anticipated snow accumulation, whichever is greater. Where a roof is



to be used for assembly, as a promenade, observation deck or sunbathing deck or for similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

- C. The **2014** edition of the **National Electrical Code – NFPA – 70**, published by National Fire Protection Association including the following amendments:

1. Amend **Article 230 SERVICES** by adding the following section:

**230.63 Location.** All service equipment rated 1000 amps or a combination of 1000 amps or more located inside a building shall be enclosed within a room or space separated from the rest of the building by not less than one-hour fire-resistive occupancy separation or fire barrier installed in compliance with the building code.

- D. The **2015** edition of the **International Mechanical Code** published by the International Code Council, Inc., including Appendix A (COMBUSTION AIR OPENING AND CHIMNEY CONNECTOR PASS THROUGH) as well as the following amendments:

1. Amend **Section 101.1 GENERAL – Title** by adding Apache County.
2. Amend **Section 106.5 PERMITS – Fees** by deleting and adding for Fees, see section ~~1011~~ of this Ordinance.
3. Amend **Section 106.5.1 PERMITS – Fees – Work commencing before permit issuance** by deleting and adding for work commencing before permit issuance see Section 8 of this Ordinance.
4. Amend **Section 106.5.2 PERMITS – Fees – Fee schedule** by deleting and adding fee schedule: see Section ~~1011~~ of this Ordinance.
5. Amend **Section 106.5.3 PERMITS – Fees – Fee refunds** by deleting and adding Fee refunds: see Section 1-A-11 of this Ordinance.

- E. The **2015** edition of the **International Swimming Pool and Spa Code** published by the International Association of Plumbing and Mechanical Officials as well as the following amendment:

1. Amend **Section 101 SCOPE AND APPLICATION – General** by adding Apache County.
2. Delete **Section 108 MEANS OF APPEALS** see Section 4 of this Ordinance.

- F. The **2015** edition of the **International Plumbing Code** published by the International Code Council, Inc., as well as the following amendment:

1. Amend by deleting the IPSDC, International Private Sewage Disposal Code section of the code book.
2. Amend **Section 101.1 GENERAL – Title** by adding Apache County,
3. Amend **Section 106.6 PERMITS – Fees** by deleting and adding for Fees, see Section ~~1011~~ of this Ordinance.



4. Amend **Section 106.6.1 PERMITS – Fees – Work commencing before permit issuance** by deleting and adding for work commencing before permit issuance see Section 8 of this Ordinance.
5. Amend **Section 106.6.2 PERMITS – Fees – Fee schedule** by deleting and adding for fee schedule see Section ~~1011~~ of this Ordinance.
6. Amend **Section 106.6.3 PERMITS – Fees – Fee refunds** by deleting and adding fee refunds see section 1-A-11 of this Ordinance.
7. Delete **Section 109 MEANS OF APPEAL**
8. Amend **Section 305.4.1 PROTECTION OF PIPES AND PLUMBING SYSTEM COMPONENTS – Freezing – Sewer depth** by adding sewer depth adding 18 inches (both blank locations)
9. Amend **Section 903.1 VENT TERMINALS – Roof extension** by adding roof extension adding 18 inches (one blank location)

**G.** The 2015 edition of the [International Fuel Gas Code](#) published by the International Code Council, Inc., as well as the following amendment:

1. Amend **Section 101.1 GENERAL - Title** by adding Apache County.
2. Amend **Section 106.6 PERMITS – Fees** by deleting and adding Fees, see Section ~~1011~~ of this Ordinance.
3. Amend **Section 106.6.1 PERMITS – Fees – Work commencing before permit issuance** by deleting and adding work commencing before permit issuance see Section 8 of this Ordinance.
4. Amend **Section 106.6.2 PERMITS – Fees – Fee schedule** by deleting and adding fee schedule see Section ~~1011~~ of this Ordinance.
5. Amend **Section 106.6.3 PERMITS – Fees – Fee refunds** by deleting and adding Fee refunds see section 1-A-11 of this Ordinance.
6. Amend **Section 108.4 VIOLATIONS – Violation penalties** see Section 13-A&B of this Ordinance.
7. Amend **Section 108.5 VIOLATIONS – Stop work orders** by adding for amount(s) not listed see section 13-B of this Ordinance.

**H.** The 2015 edition of the [International Property Maintenance Code](#)

1. Amend **Section 101 SCOPE AND ADMINISTRATION – Scope and Application – General** by adding Apache County.
2. Delete **Section 111 MEANS OF APPEALS** see Section 4 of this Ordinance.

Copies of the Building Safety Code are on file and available for public review in the Office of the Clerk of the Board of Supervisors and the Saint Johns Community Development Office, both located at 75 W. Cleveland



Street, Saint Johns, Arizona Monday through Thursday 6:00 am to 5:30 pm and at the Springerville Community Development Office located at 309 S. Mountain Avenue, Springerville, Arizona, by appointment.

## SECTION 2 TITLE

This Ordinance shall be known as the Apache County Building Safety Code.

## SECTION 3 RULES AND DEFINITIONS

- A. The term "Building Code" as used hereinafter shall mean the codes referred to in Section 1 of this Ordinance.
- B. Terms used in this Ordinance shall be defined as provided in the Codes adopted in Section 1 of this Ordinance, except as herein otherwise provided.
- C. Whenever the terms "Governing Body" or "City" or "Town" or "Municipality" are used in the Building Code, they shall mean the unincorporated area of the County of Apache, excluding sovereign land and the private properties surrounded by sovereign land.
- D. Whenever the terms "Mayor", "Appointing Authority", "Commission", "City Council", or "Manager" are used in the Building Code, they shall mean the Apache County Board of Supervisors.
- E. Whenever the terms, "Administrative Authority", "Building Officials", "Chief", or "Administrator", are used in the Building Code, they shall mean the Building Official of Apache County, or his representative.
- F. Whenever the terms "Other Code" or "Other Codes" are used in the Building Code, they shall mean other code or codes adopted by either the County of Apache or the State of Arizona. If there is a conflict between such other code or codes and the Ordinance, the more restrictive shall prevail.
- G. Reference to chapters, articles, sections, and subsections or paragraphs and to tables thereof are to the Building Code.
- H. Certificates
  - 1. **Zoning Certificate**. May be part of the Building Permit. (The issuance of approval of zoning use permits, variance permits, temporary use permits and special use permits shall not be construed to be functions of the Building Inspection Department but shall continue to be processed as otherwise provided by law.)
  - 2. **Certificate of Occupancy (C of O)**. For construction completion showing compliance.
- I. Building Safety Department

The Building Safety Department shall administer this Ordinance. The official in charge thereof shall be known as the Building Official of Apache County.



J. Administrative Provisions

The administrative rules for administering this Ordinance are as notes in the respective codes or as otherwise hereinafter provided.

Nothing contained in this Ordinance shall prevent, restrict, or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purpose, if the tract concerned is five or more contiguous commercial acres.

K. For the purpose of this Ordinance, the following definitions shall apply:

Plot Plan – a plot showing the property size and shape with the location of the building or buildings shown. Required yard setback from front, back and side property lines shall be shown, in addition to required distances between buildings, and location of approved sanitary system.

Plans and Specifications – simple buildings (i.e., cabanas, trailer covers, sheds, barns, and additions to dwellings from 200 to 1,000 square feet) a drawing with data showing floor plan, at least two elevations and sufficient information to allow the plan check officer to determine if the building will meet code standards.

L. The term “Tiny House” is defined as a house smaller than 600 square feet; can be site-built or built on an approved trailer. Shall not be smaller than 200 square feet when built on-site, or smaller than 160 square feet when built on a trailer.

#### SECTION 4 ADVISORY AND APPEALS BOARD

A. Authority and Purpose

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 35, §11-862 there shall be and is hereby created the Building Safety Advisory and Appeals Board. Whenever the terms “Board”, “Advisory Board”, “Board of Appeals” or “Advisory and Appeals Board” appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.
2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternatives materials and construction methods.
3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

B. Members and Qualifications

1. The Advisory and Appeals Board shall consist of at least five (5) but not more than seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointment shall be made as follows:

- a. Two members shall be appointed to four (4) year terms.
- b. Two members shall be appointed for three (3) year terms.
- c. Two members shall be appointed for two (2) year terms.
- d. One member shall be appointed for a one (1) year term.

Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but no more than two (2) terms expire each year.

The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Apache County. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
  - a. An architect duly licensed in the state of Arizona.
  - b. A professional engineer duly licensed in the state of Arizona.
  - c. A general contractor duly licensed in the state of Arizona.
  - d. A person representing the public.
  - e. A person engaged in the electrical, mechanical or plumbing trade.
3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.
4. Members of this Board shall serve without compensation except for reimbursement of expenses. This Board shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Apache County.

#### C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.
2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.
3. The Boards of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.
4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

#### D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one (1) calendar year.
3. Legal Counsel shall be provided by the Apache County Attorney or a Deputy County Attorney.
4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.
5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
6. In the absence of both the Chairman and Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and Vice-Chairman, the Chairman Pre-tempore shall assume the duties of the Chairman and, when do acting, has the same powers and is subject to the same restrictions as the Chairman.
7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.
8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.
9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.
10. The Secretary of the Board shall be custodian of the records of the Board.

#### E. Hearing and Meetings

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two (2) times in any calendar year.
2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rule of Order. However, the Board has the option of waiving any portion of those rules that they choose.
3. Notice of the date, time and place of any regular or special meeting or hearing of the Board; including an agenda of the matters to be addressed, shall be given within 24 hours prior to the meeting by posting a notice to the general public at the County Annex building, located at 75



West Cleveland, Saint Johns, Arizona; the Court house, located at 70 West 3<sup>rd</sup> South, Saint Johns, Arizona; and on the Apache County website, [www.co.apache.az.us](http://www.co.apache.az.us).

4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.
5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.
6. During any meeting or hearing of the Board, the Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the Building Safety Department on any particular order, decision, or determination currently held or being enforced.

#### F. Quorum and Voting

1. Four (4) members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.
2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.
3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.
4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.
5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

#### G. Appeals

1. Any permittee may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.
2. A notice of Appeal must be filed with the Secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decisions or determination of the Building Official. The Board shall limit their consideration of the appeal to the specific order, decision or determination.
3. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provision of the code do not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-

imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any test or research required to substantiate appellant's claim(s).

4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted seven (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.
5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.
6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.
7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstance for one (1) year from the date of the hearing in question.
8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.
9. In their written request for a hearing, appellants shall disclose any evidence, witness (es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may cause for the Board to delay the presentation of such evidence, witness (es) or testimony.
10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear in behalf on the Board.
11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All finding, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

#### H. Limitation of Authority



The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code or Zoning Ordinance.

## **SECTION 5 CONTINUITY**

The International Code Council and other organizations indentified in Section 1 of this Ordinance publish to books that constitute the Building Code and periodically issue supplements and amendments. In order that this Ordinance maintains it continuity, it shall be the responsibility of the Building Safety Department to insure that all supplements and amendments to the codes are properly implemented.

## **SECTION 6 ADMINISTRATION**

All department officials and public employees of the County of Apache vested with the duty or authority to issue permits or licenses shall comply with the provisions of this Ordinance and shall issue no permit or license for any use, building or purpose in conflict with the provision of the Ordinance. Any permit or license so issued in conflict with the provisions of this Ordinance shall be null and void and of no effect whatsoever.

**Filing Plans.** Every application for a building permit shall be accompanied by two (2) copies of plans and specifications. Plans shall include plot plans. One copy of such accepted plans shall be returned to the owner when plans are approved by the Building Official.

**Plans and Specifications.** With each application for a building permit and also when otherwise required by the Building Official for enforcement or any provision of this Ordinance, two (2) sets of specifications and plans shall be submitted. The Building Official may, where the complexity of the plans clearly warrant (that is, any building requiring engineering computations i.e., public buildings, etc.), required plans and specifications to be prepared and designed by an engineer or architect licensed by the State of practice as such. The Building Official may further require that plans for new construction indicate existing and finished grade elevation based on County data with existing and finished drainage flow patterns in area subject to flooding.

One copy of submitted plans shall be returned to the applicant when approved. Results shall normally be received within fifteen (15) working days after submission. If there is any delay beyond fifteen (15) working days, a letter of explanation shall be sent to the applicant.

## **SECTION 7 RULES AND REGULATIONS**

The Building Official may adopt rules and regulations subject to the approval of the Board of Supervisors, in the interest of public safety, health and general welfare, to implement the provisions of this Ordinance, to secure the intent thereof; but no such rules shall have the effect of waiving technical provisions specifically provided in the Build Codes or of violating accepted engineering practice involving public safety.

## **SECTION 8 BUILDING PERMITS**

- A. Application for building permits shall be made in the office of Building Safety, Apache County Community Development. Submissions shall include a site plan and plans and details of the proposed construction or use, containing sufficient information for the enforcement of this Ordinance. Application



for a building permit must be filed for all proposed construction within the zoned areas as required by statute.

- B. A building permit shall be issued only upon approval of submitted plans and specifications, and presentation of an approved sanitary system permit where required.
- C. Permit applications shall normally be accepted at the Apache County Community Development Offices located at 75 West Cleveland, St. Johns, Arizona, **or by appointment** 309 S. Mountain Ave, Springerville, Arizona, 7:00 a.m. to 5:00 p.m., Monday through Thursday, **by appointment**.
- D. No residential permit shall be issued to any person or persons who propose to contract the performance of any construction or improvement regulated by this Code unless the person requesting the permit is the holder of a valid, unexpired and unrevoked Contractor's license issued by the Registrar of Contractors of the State of Arizona. However, a residential permit required by this Code may be issued to any person to do any construction or improvement regulated by this Code, provided the person is himself the bona fide owner of the premises upon which the construction or improvement is to be done, is doing the work himself, contracts for doing the work with a Contractor or Contractors duly licensed by the State of Arizona, or employing someone by the hour to do such work, provided that such construction or improvement is not intended for sale or rent.
- E. No commercial **or industrial** permit shall be issued to any person or persons who propose to contract the performance of any construction or improvement intended for commercial or industrial purposes unless the person requesting the permit is the holder of a valid, unexpired and unrevoked commercial contractor's license issued by the Registrar of Contractors of the State of Arizona.
- F. Any person who shall commence work for which a permit is required by this Ordinance without first having obtained a permit may, upon subsequently obtaining a permit for such work, will be charged an additional fee as established in **the adopted fee schedule Table No. 1-A Section 11 of this ordinance**.
- G. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
- H. An investigation fee as established in **the adopted fee schedule Section 11 of this ordinance**, shall be collected in addition to the permit fee whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of either these provisions or other pertinent codes from any penalty prescribed by law.

## **SECTION 9 MANUFACTURED HOMES & FACTORY BUILT BUILDING**

- A. Manufactured homes shall follow Section 730 of the Apache County Zoning Ordinance.
- B. Cost of permit for Manufactured housing, Mobile Homes, and Factory built home shall be established by the Arizona Board of Manufactured Housing under A.R.S. §41. 4010 and Section 11 of this ordinance



## **SECTION 10 TINY HOUSES**

Other than the modifications below, Tiny Houses shall be built according to the 2015 International Residential Code.

- A. The term “Tiny House” is defined as a house smaller than 600 square feet; can be site-built or built on an approved trailer. Shall not be smaller than 200 square feet when built on-site, or smaller than 160 square feet when built on a trailer.
- B. The Tiny House can be built partially or entirely on-site.
  - a. If built off-site, it needs to be inspected and approved by a recognized agency approved by the building official.
- C. All Tiny House on wheels that are built off-site and brought to Apache County as a dwelling unit shall require a plan review and special inspection by the Apache County building inspector to ensure structural and life safety aspects are intact.
- D. Minimum room dimensions 6 feet 6 inches with no room smaller than 65 square feet, excluding storage areas and bathrooms.
- E. Ceiling height of 6 feet 4 inches in open livable areas, creating a non-obstructed path for egress and ingress.
- F. Egress shall be provided in sleeping areas and living areas.
- G. Bathroom and kitchen shall be required.
- H. Ladders/ladders may replace stairways to loft areas (provided stair or ladder details are on the plans.)
- I. Number of electrical circuits may be reduced to reflect loads.
- J. A minimum of 60 Amp electrical service is required. But a reduction can be made if calculation shows less electrical demand based off the 2015 IRC minimum service load calculation table E3602.2.
- K. Energy code concessions: R-15 minimum in framed floors, ceiling insulation and wall insulation or R-19 minimum in frames floors and ceilings and R-13 in framed walls.
- L. A certificate of occupancy will only be issued for tiny houses set on a permanent foundation. Tiny houses on wheels will not be given a certification of occupancy unless it is set on a foundation.
- M. For wastewater requirements, contact the Apache County Health Department at (928) 337-7607.
- N. Tiny Houses shall meet all zoning requirements such as setback and engineering requirements including drainage, 911 addressing, road encroachments, and flood plains.
- O. All Tiny Houses shall have a secondary form of egress, in case of emergency.

## **SECTION 11 SCHEDULE OF VALUES AND OTHER FEE REQUIREMENTS**

- A. Permit fees consisting of: building permits, plan check, plumbing, mechanical, electrical, and miscellaneous permits, as described in their respective Codes and Ordinances, shall be as adopted by resolution of the Apache County Board of Supervisors.
- B. Building valuation data used in determining the permit fees shall be as adopted by resolution of the Apache County Board of Supervisors.

## **SECTION 12 SEVERABILITY**



If any section, sentence, clause, phrase or portion of the Ordinance or any part of ~~the~~**this** adopted codes is for any reason ~~help~~ **held** to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

### SECTION 13 ENFORCEMENT

It shall be the duty of the Building Official to administer this Ordinance. All County law enforcement officials and agencies shall, whenever requested by the Building Official, enforce this Ordinance to the extent that they are lawfully authorized to do so, subject to the will of the Apache County Board of Supervisors.

### SECTION 14 VIOLATION AND PENALTIES

- A. **Criminal Penalties:** Any person, firm or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provision of this Ordinance or violates or fails to comply with any order or regulation made hereunder is guilty of a Class 2 Misdemeanor pursuant to A.R.S §11-815. Each and every day during which the illegal activity, use or violation continues is a separate offense.
- B. **Civil Penalties:** Any person, firm, or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provisions of the Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil penalty for violation of this Ordinance shall be established by separate resolution of the Board of Supervisors, by shall not exceed the amount of the maximum fine for a Class 2 Misdemeanor.
- C. **Remedies:** An alleged violator who is served with Notice of Violation subject to civil penalty shall not be subject to a criminal prosecution for the same factual situation. However, all other remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof.

### SECTION 15 PERMIT REQUIREMENTS

Nothing in this Ordinance shall be construed to require changes in the plans, construction or designated use of a building for which a lawful permit has been theretofore issued or otherwise lawfully authorized. Beginning with the effective date of this Ordinance, building permits as set forth in this Ordinance shall be required.

### SECTION 16 RECORDS

The Building Official shall keep careful and comprehensive records of applications for permits, of permits issued, of inspections made, of reports rendered and of notices or orders issued. Further, the Building Official shall retain on file copies of all papers in connection with building work for such time as may be required by law.

### SECTION 17 REDRESS

Nothing in this Code precludes any individual, company or corporation from seeking redress through the courts concerning any portion of this Code or any ruling made by the Department of Building Safety pertaining to ~~the~~ **this** Code.



## SECTION 18 RULES OF AMENDMENT

- A. This Ordinance may be amended from time to time in accordance with the provisions of A.R.S. §11-864. This ordinance may be amended by simple motion of the Board of Supervisors, provided all state required legal advertising for amending a Building Code has been satisfied. Staff may correct typographical errors and/or reformat this document without being considered an amendment.
- B. Amendments may be initiated by the Building Official, the Advisory and Appeals Board, or the Board of Supervisors.
- C. The Apache County Planning and Zoning Commission shall hold at least one public hearing on the proposed amendments prior to making a recommendation to the Board of Supervisors. Notice of said hearing shall be given by publication of the text of the changes pursuant to the provisions of A.R.S. §11-861.
- D. The Board of Supervisors may act upon the proposed amendments pursuant to the procedures found in A.R.S. §11-861

## SECTION 19 ENACTMENT

This Ordinance shall be in effect upon adoption by the Board of Supervisors. PASSED AND ADOPTED this 5th day of May, 2015 by the Apache County Board of Supervisors in a 2-0-1 vote. AMENDED <<<DATE>>> by the Apache County Board of Supervisors in a \_\_\_\_\_ vote.

APACHE COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Alton Joe Shepherd, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael B. Whiting, Apache County Attorney

ATTEST:

\_\_\_\_\_  
Ryan Patterson, Clerk of the Board

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,  
ARIZONA ESTABLISHING PERMIT FEES AND VALUATION DATA FOR THE  
COMMUNITY DEVELOPMENT DEPARTMENT**

WHEREAS, A.R.S. §11-251.08 and §11-863 authorizes the Board of Supervisors to recover fees for services provided by the Community Development Department;

WHEREAS, the fees and valuation data were advertised on the county website at least 60 days before the public hearing, in compliance with A.R.S. § 11-251.13; and

WHEREAS, per A.R.S. §11-251.05, the Board of Supervisors has advertised and conducted a public hearing, and has determined it is appropriate to adopt these fees;

NOW THEREFORE BE IT RESOLVED THAT the Apache County Board of Supervisors approves this Resolution adopting permit fees and valuation data used by the Community Development Department, as provided in the attached document titled "Building Safety Schedule of Fees and Valuations":

PASSED AND ADOPTED by the Apache County Board of Supervisors at a meeting held this 2<sup>nd</sup> day of January, 2019.

\_\_\_\_\_  
Chairman, Apache County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Apache County Attorney

BUILDING SAFETY

SCHEDULE OF FEES AND VALUATIONS

|                                                        |                                                                                                        |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Building Permit Valuation                              | Based on the August 2016 International Code Council (ICC) Building Valuation Data Table (see attached) |
| Plan Review                                            | 50 per hour, minimum 1 hour                                                                            |
| Plan Review Revision Fee                               | 50 per hour                                                                                            |
| After hours Inspection Fee                             | 100 per hour, minimum 1 hour                                                                           |
| Fencing over 7 feet permit fee                         | 50                                                                                                     |
| Building Agricultural Exemption                        | 50                                                                                                     |
| Residential Remodel Inspections                        | 150, includes 3 inspections                                                                            |
| Commercial Remodel Inspections                         | 250, includes 3 inspections                                                                            |
| Communication Tower                                    | 750                                                                                                    |
| Existing Communication Tower modifications             | 350                                                                                                    |
| Electrical Permit                                      | 62                                                                                                     |
| Solar Permit                                           | 150                                                                                                    |
| Manufactured Home, Factory Built Homes                 | 350                                                                                                    |
| Expired Permit Renewal Fee                             | 10% of the original permit fee                                                                         |
| Reinspection fees                                      | 50 per hour                                                                                            |
| Inspections for which no fee is specifically indicated | 50 per hour                                                                                            |

\*Work commenced prior to obtaining an approved permit may require a 3<sup>rd</sup> party written inspection report from an Arizona Registered Engineer. In addition to an inspection report a penalty fee up to 1 ½ times the building permit fee will be required.





## Building Valuation Data – AUGUST 2016

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2017. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2015 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

### Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural

building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

### Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

### Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

### Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

### Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:  
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:  
B/IIB = \$160.26/sq. ft. Permit Fee:  
Business = 16,000 sq. ft. x \$160.26/sq. ft x 0.0075  
= \$19,231

## Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**Square Foot Construction Costs** <sup>a, b, c, d</sup>

| Group (2015 International Building Code)                   | IA     | IB     | IIA    | IIB    | IIIA   | IIIB   | IV     | VA     | VB     |
|------------------------------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A-1 Assembly, theaters, with stage                         | 226.92 | 219.10 | 213.80 | 205.04 | 192.95 | 187.36 | 198.56 | 176.18 | 169.73 |
| A-1 Assembly, theaters, without stage                      | 207.97 | 200.15 | 194.85 | 186.09 | 174.15 | 168.55 | 179.61 | 157.38 | 150.92 |
| A-2 Assembly, nightclubs                                   | 177.49 | 172.34 | 167.98 | 161.18 | 151.95 | 147.76 | 155.52 | 137.58 | 132.93 |
| A-2 Assembly, restaurants, bars, banquet halls             | 176.49 | 171.34 | 165.98 | 160.18 | 149.95 | 146.76 | 154.52 | 135.58 | 131.93 |
| A-3 Assembly, churches                                     | 209.94 | 202.13 | 196.83 | 188.07 | 176.32 | 170.72 | 181.59 | 159.54 | 153.09 |
| A-3 Assembly, general, community halls, libraries, museums | 175.12 | 167.31 | 161.01 | 153.25 | 140.50 | 135.90 | 146.77 | 123.72 | 118.27 |
| A-4 Assembly, arenas                                       | 206.97 | 199.15 | 192.85 | 185.09 | 172.15 | 167.55 | 178.61 | 155.38 | 149.92 |
| B Business                                                 | 181.12 | 174.43 | 168.67 | 160.26 | 146.18 | 140.70 | 153.97 | 128.34 | 122.72 |
| E Educational                                              | 192.29 | 185.47 | 180.15 | 172.12 | 160.72 | 152.55 | 166.18 | 140.46 | 136.18 |
| F-1 Factory and industrial, moderate hazard                | 108.53 | 103.54 | 97.56  | 93.81  | 84.17  | 80.36  | 89.86  | 70.57  | 66.08  |
| F-2 Factory and industrial, low hazard                     | 107.53 | 102.54 | 97.56  | 92.81  | 84.17  | 79.36  | 88.86  | 70.57  | 65.08  |
| H-1 High Hazard, explosives                                | 101.60 | 96.60  | 91.63  | 86.88  | 78.44  | 73.62  | 82.93  | 64.84  | N.P.   |
| H234 High Hazard                                           | 101.60 | 96.60  | 91.63  | 86.88  | 78.44  | 73.62  | 82.93  | 64.84  | 59.35  |
| H-5 HPM                                                    | 181.12 | 174.43 | 168.67 | 160.26 | 146.18 | 140.70 | 153.97 | 128.34 | 122.72 |
| I-1 Institutional, supervised environment                  | 180.72 | 174.14 | 169.28 | 161.12 | 149.06 | 145.04 | 161.12 | 133.69 | 129.43 |
| I-2 Institutional, hospitals                               | 304.80 | 298.11 | 292.36 | 283.95 | 268.92 | N.P.   | 277.65 | 251.09 | N.P.   |
| I-2 Institutional, nursing homes                           | 211.20 | 204.51 | 198.75 | 190.34 | 177.26 | N.P.   | 184.05 | 159.42 | N.P.   |
| I-3 Institutional, restrained                              | 206.08 | 199.38 | 193.63 | 185.22 | 172.62 | 166.14 | 178.93 | 154.78 | 147.16 |
| I-4 Institutional, day care facilities                     | 180.72 | 174.14 | 169.28 | 161.12 | 149.06 | 145.04 | 161.12 | 133.69 | 129.43 |
| M Mercantile                                               | 132.23 | 127.09 | 121.73 | 115.92 | 106.18 | 102.99 | 110.26 | 91.82  | 88.16  |
| R-1 Residential, hotels                                    | 182.28 | 175.70 | 170.83 | 162.68 | 150.87 | 146.84 | 162.68 | 135.49 | 131.23 |
| R-2 Residential, multiple family                           | 152.86 | 146.27 | 141.41 | 133.25 | 122.04 | 118.01 | 133.25 | 106.66 | 102.41 |
| R-3 Residential, one- and two-family                       | 143.93 | 139.97 | 136.51 | 132.83 | 127.95 | 124.61 | 130.57 | 119.73 | 112.65 |
| R-4 Residential, care/assisted living facilities           | 180.72 | 174.14 | 169.28 | 161.12 | 149.06 | 145.04 | 161.12 | 133.69 | 129.43 |
| S-1 Storage, moderate hazard                               | 100.60 | 95.60  | 89.63  | 85.88  | 76.44  | 72.62  | 81.93  | 62.84  | 58.35  |
| S-2 Storage, low hazard                                    | 99.60  | 94.60  | 89.63  | 84.88  | 76.44  | 71.62  | 80.93  | 62.84  | 57.35  |
| U Utility, miscellaneous                                   | 77.82  | 73.48  | 69.04  | 65.52  | 59.23  | 55.31  | 62.58  | 46.83  | 44.63  |

- Private Garages use Utility, miscellaneous
- Unfinished basements (all use group) = \$15.00 per sq. ft.
- For shell only buildings deduct 20 percent
- N.P. = not permitted

# Redline version

## BUILDING SAFETY DEPARTMENT

### PROPOSED SCHEDULE OF FEES AND VALUATIONS

|                                                        |                                                                                                        |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Building Permit Valuation                              | Based on the August 2016 International Code Council (ICC) Building Valuation Data Table (see attached) |
| Plan Review                                            | 47 50 per hour, minimum 1 hour                                                                         |
| Plan Review Revision Fee                               | 47 50 per hour                                                                                         |
| After hours Inspection Fee                             | 47 100 per hour, minimum 1 hour                                                                        |
| Fencing over 7 feet permit fee                         | 50                                                                                                     |
| Building Agricultural Exemption                        | 50                                                                                                     |
| Residential Remodel Inspections                        | 150, includes 3 inspections                                                                            |
| Commercial Remodel Inspections                         | 250, includes 3 inspections                                                                            |
| Communication Tower                                    | 750                                                                                                    |
| Existing Communication Tower modifications             | 350                                                                                                    |
| Electrical Permit                                      | 62                                                                                                     |
| Solar Permit                                           | 150                                                                                                    |
| Manufactured Home, Factory Built Homes                 | 350                                                                                                    |
| Expired Permit Renewal Fee                             | 10% of the original permit fee                                                                         |
| Reinspection fees                                      | 50 per hour                                                                                            |
| Inspections for which no fee is specifically indicated | 47 50 per hour                                                                                         |

Work commenced prior to obtaining an approved permit may require a 3<sup>rd</sup> party written inspection report from an Arizona Registered Engineer. In addition to an inspection report a penalty fee up to 1 ½ times the building permit fee will be required.

\*Highlighted fees are new fees.

\*\*Crossed-out fees are current fees.





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The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2017. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

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building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

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### Example

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### Example

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2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:  
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
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**Square Foot Construction Costs<sup>a, b, c, d</sup>**

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| A-2 Assembly, nightclubs                                   | 177.49 | 172.34 | 167.98 | 161.18 | 151.95 | 147.76 | 155.52 | 137.58 | 132.93 |
| A-2 Assembly, restaurants, bars, banquet halls             | 176.49 | 171.34 | 165.98 | 160.18 | 149.95 | 146.76 | 154.52 | 135.58 | 131.93 |
| A-3 Assembly, churches                                     | 209.94 | 202.13 | 196.83 | 188.07 | 176.32 | 170.72 | 181.59 | 159.54 | 153.09 |
| A-3 Assembly, general, community halls, libraries, museums | 175.12 | 167.31 | 161.01 | 153.25 | 140.50 | 135.90 | 146.77 | 123.72 | 118.27 |
| A-4 Assembly, arenas                                       | 206.97 | 199.15 | 192.85 | 185.09 | 172.15 | 167.55 | 178.61 | 155.38 | 149.92 |
| B Business                                                 | 181.12 | 174.43 | 168.67 | 160.26 | 146.18 | 140.70 | 153.97 | 128.34 | 122.72 |
| E Educational                                              | 192.29 | 185.47 | 180.15 | 172.12 | 160.72 | 152.55 | 166.18 | 140.46 | 136.18 |
| F-1 Factory and industrial, moderate hazard                | 108.53 | 103.54 | 97.56  | 93.81  | 84.17  | 80.36  | 89.86  | 70.57  | 66.08  |
| F-2 Factory and industrial, low hazard                     | 107.53 | 102.54 | 97.56  | 92.81  | 84.17  | 79.36  | 88.86  | 70.57  | 65.08  |
| H-1 High Hazard, explosives                                | 101.60 | 96.60  | 91.63  | 86.88  | 78.44  | 73.62  | 82.93  | 64.84  | N.P.   |
| H234 High Hazard                                           | 101.60 | 96.60  | 91.63  | 86.88  | 78.44  | 73.62  | 82.93  | 64.84  | 59.35  |
| H-5 HPM                                                    | 181.12 | 174.43 | 168.67 | 160.26 | 146.18 | 140.70 | 153.97 | 128.34 | 122.72 |
| I-1 Institutional, supervised environment                  | 180.72 | 174.14 | 169.28 | 161.12 | 149.06 | 145.04 | 161.12 | 133.69 | 129.43 |
| I-2 Institutional, hospitals                               | 304.80 | 298.11 | 292.36 | 283.95 | 268.92 | N.P.   | 277.65 | 251.09 | N.P.   |
| I-2 Institutional, nursing homes                           | 211.20 | 204.51 | 198.75 | 190.34 | 177.26 | N.P.   | 184.05 | 159.42 | N.P.   |
| I-3 Institutional, restrained                              | 206.08 | 199.38 | 193.63 | 185.22 | 172.62 | 166.14 | 178.93 | 154.78 | 147.16 |
| I-4 Institutional, day care facilities                     | 180.72 | 174.14 | 169.28 | 161.12 | 149.06 | 145.04 | 161.12 | 133.69 | 129.43 |
| M Mercantile                                               | 132.23 | 127.09 | 121.73 | 115.92 | 106.18 | 102.99 | 110.26 | 91.82  | 88.16  |
| R-1 Residential, hotels                                    | 182.28 | 175.70 | 170.83 | 162.68 | 150.87 | 146.84 | 162.68 | 135.49 | 131.23 |
| R-2 Residential, multiple family                           | 152.86 | 146.27 | 141.41 | 133.25 | 122.04 | 118.01 | 133.25 | 106.66 | 102.41 |
| R-3 Residential, one- and two-family                       | 143.93 | 139.97 | 136.51 | 132.83 | 127.95 | 124.61 | 130.57 | 119.73 | 112.65 |
| R-4 Residential, care/assisted living facilities           | 180.72 | 174.14 | 169.28 | 161.12 | 149.06 | 145.04 | 161.12 | 133.69 | 129.43 |
| S-1 Storage, moderate hazard                               | 100.60 | 95.60  | 89.63  | 85.88  | 76.44  | 72.62  | 81.93  | 62.84  | 58.35  |
| S-2 Storage, low hazard                                    | 99.60  | 94.60  | 89.63  | 84.88  | 76.44  | 71.62  | 80.93  | 62.84  | 57.35  |
| U Utility, miscellaneous                                   | 77.82  | 73.48  | 69.04  | 65.52  | 59.23  | 55.31  | 62.58  | 46.83  | 44.63  |

- Private Garages use Utility, miscellaneous
- Unfinished basements (all use group) = \$15.00 per sq. ft.
- For shell only buildings deduct 20 percent
- N.P. = not permitted

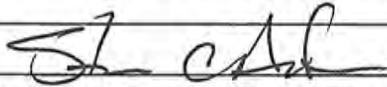
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:



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

Request approval of demands as distributed to the Apache County Board of Supervisors between December 4, 2018 and January 2, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 1/2/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials





| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                       | Amount     |
|--------|---------------------------------|-------|---------|--------------|------------------|---------------------------------------------|------------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1071695 | 12/03/2018   | Accounts Payable | BROWN, BRAXTON L                            | 237.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071696 | 12/03/2018   | Accounts Payable | AZ ASSN OF COUNTIES                         | 290.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071698 | 12/04/2018   | Accounts Payable | APACHE COUNTY TAX WITHHOLDING               | 602.84     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071699 | 12/04/2018   | Accounts Payable | PUBLIC SAFETY SHERIFF RET                   | 701.56     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071700 | 12/05/2018   | Accounts Payable | AGUERO, ROBIN R                             | 350.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071701 | 12/05/2018   | Accounts Payable | ALERTUS TECHNOLOGIES LLC                    | 10,584.62  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071702 | 12/05/2018   | Accounts Payable | ALSCO INC                                   | 534.28     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071703 | 12/05/2018   | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT)       | 1,826.96   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071704 | 12/05/2018   | Accounts Payable | AMAZON COM INC                              | 539.20     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071705 | 12/05/2018   | Accounts Payable | AMERIGAS - GALLUP                           | 743.89     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071706 | 12/05/2018   | Accounts Payable | APACHE COUNTY                               | 6.00       |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071707 | 12/05/2018   | Accounts Payable | APACHE COUNTY                               | 854.99     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071708 | 12/05/2018   | Accounts Payable | APPLEGATE, TAMARA WILHELM                   | 41.97      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071709 | 12/05/2018   | Accounts Payable | ARIZONA STATE FORESTRY DIVISION             | 3,146.48   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071710 | 12/05/2018   | Accounts Payable | ASHTONS REPAIR INC                          | 140.97     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071711 | 12/05/2018   | Accounts Payable | ASPEN TIRE & OIL                            | 220.51     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071712 | 12/05/2018   | Accounts Payable | AYRES, RICHARD A                            | 34.34      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071713 | 12/05/2018   | Accounts Payable | AZ ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 70.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071714 | 12/05/2018   | Accounts Payable | AZ DEPT OF CORRECTIONS                      | 253.21     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071715 | 12/05/2018   | Accounts Payable | AZ DEPT OF CORRECTIONS                      | 110.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071716 | 12/05/2018   | Accounts Payable | AZ DEPT OF CORRECTIONS                      | 140.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071717 | 12/05/2018   | Accounts Payable | AZ DEPT OF PUBLIC SAFETY                    | 413.27     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071718 | 12/05/2018   | Accounts Payable | AZ SECRETARY OF STATE                       | 25.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071719 | 12/05/2018   | Accounts Payable | BAHE, IRENE R                               | 125.36     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071720 | 12/05/2018   | Accounts Payable | BAKER & TAYLOR BOOKS                        | 19.93      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071721 | 12/05/2018   | Accounts Payable | BASHAS' CORPORATE OFFICE                    | 81.83      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071722 | 12/05/2018   | Accounts Payable | BASIN PUMP AND SUPPLY CO INC                | 43.31      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071723 | 12/05/2018   | Accounts Payable | BAUMAN HOME AND AUTO INC                    | 135.17     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071724 | 12/05/2018   | Accounts Payable | BEGAY, SARAH MAE                            | 75.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071725 | 12/05/2018   | Accounts Payable | BEST WESTERN - CANYON DECHELLEY MOTEL INC   | 473.35     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071726 | 12/05/2018   | Accounts Payable | BILLS DISCOUNT AUTO PARTS (NAPA)            | 1,863.92   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071727 | 12/05/2018   | Accounts Payable | BOOT BARN                                   | 400.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071728 | 12/05/2018   | Accounts Payable | BOWMAN, GLORIA                              | 505.28     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071729 | 12/05/2018   | Accounts Payable | BRADCO                                      | 38,882.10  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071730 | 12/05/2018   | Accounts Payable | BRIDES AUTO CENTER                          | 27.34      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071731 | 12/05/2018   | Accounts Payable | BROWN, ASHLEE                               | 250.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071732 | 12/05/2018   | Accounts Payable | BUTLER'S OFFICE EQUIPMENT & SUPPLY INC      | 59.30      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071733 | 12/05/2018   | Accounts Payable | CATERPILLAR FINANCIAL SERVICES CORPORATION  | 150,283.01 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071734 | 12/05/2018   | Accounts Payable | CDW GOVERNMENT LLC                          | 927.95     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071735 | 12/05/2018   | Accounts Payable | CELLULAR ONE NE AZ                          | 419.35     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071736 | 12/05/2018   | Accounts Payable | CHANGELAR ONE NE AZ                         | 3,300.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071737 | 12/05/2018   | Accounts Payable | COCONINO COUNTY                             | 3,720.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071738 | 12/05/2018   | Accounts Payable | CONTINUANT INC                              | 1,015.20   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071739 | 12/05/2018   | Accounts Payable | CONTINUOUS RAINGUTTER SYSTEMS               | 150.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071740 | 12/05/2018   | Accounts Payable | CURTIS, ROGER STUART                        | 294.79     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071741 | 12/05/2018   | Accounts Payable | DATABANK IMX LLC                            | 10,251.84  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071742 | 12/05/2018   | Accounts Payable | DAVIS TRUE VALUE HARDWARE                   | 98.29      |

| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                             | Amount   |
|--------|---------------------------------|-------|---------|--------------|------------------|-----------------------------------|----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1071743 | 12/05/2018   | Accounts Payable | DELL COMPUTER CORPORATION         | 2,804.28 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071744 | 12/05/2018   | Accounts Payable | DIAZ, CECILIA                     | 40.29    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071745 | 12/05/2018   | Accounts Payable | DIRECTV LLC                       | 249.61   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071746 | 12/05/2018   | Accounts Payable | DISH NETWORK                      | 135.47   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071747 | 12/05/2018   | Accounts Payable | DOYLES AUTO BODY INC              | 116.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071748 | 12/05/2018   | Accounts Payable | DS INDUSTRIAL                     | 914.02   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071749 | 12/05/2018   | Accounts Payable | DUGDALE, BEN                      | 489.31   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071750 | 12/05/2018   | Accounts Payable | EAGAR, BRANNON                    | 72.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071751 | 12/05/2018   | Accounts Payable | ELMER, BRETT                      | 33.52    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071752 | 12/05/2018   | Accounts Payable | EMPIRE MACHINERY                  | 792.64   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071753 | 12/05/2018   | Accounts Payable | FERRELL GAS                       | 1,347.35 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071754 | 12/05/2018   | Accounts Payable | FERRIS TOWING                     | 425.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071755 | 12/05/2018   | Accounts Payable | FOUR CORNERS WELDING & GAS SUPPLY | 455.43   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071756 | 12/05/2018   | Accounts Payable | FRONTIER                          | 17.85    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071757 | 12/05/2018   | Accounts Payable | FRONTIER                          | 191.16   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071758 | 12/05/2018   | Accounts Payable | FRONTIER                          | 96.08    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071759 | 12/05/2018   | Accounts Payable | FRONTIER                          | 280.42   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071760 | 12/05/2018   | Accounts Payable | FRONTIER                          | 352.11   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071761 | 12/05/2018   | Accounts Payable | FRONTIER                          | 179.74   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071762 | 12/05/2018   | Accounts Payable | FRONTIER                          | 168.18   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071763 | 12/05/2018   | Accounts Payable | FRONTIER                          | 169.52   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071764 | 12/05/2018   | Accounts Payable | FRONTIER                          | 123.82   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071765 | 12/05/2018   | Accounts Payable | FRONTIER                          | 168.04   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071766 | 12/05/2018   | Accounts Payable | FRONTIER                          | 808.53   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071767 | 12/05/2018   | Accounts Payable | FRONTIER                          | 174.29   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071768 | 12/05/2018   | Accounts Payable | FRONTIER                          | 164.51   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071769 | 12/05/2018   | Accounts Payable | FRONTIER                          | 177.72   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071770 | 12/05/2018   | Accounts Payable | FRONTIER                          | 110.80   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071771 | 12/05/2018   | Accounts Payable | FRONTIER                          | 207.50   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071772 | 12/05/2018   | Accounts Payable | FRONTIER                          | 192.21   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071773 | 12/05/2018   | Accounts Payable | FRONTIER                          | 68.47    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071774 | 12/05/2018   | Accounts Payable | FRONTIER                          | 68.65    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071775 | 12/05/2018   | Accounts Payable | FRONTIER                          | 732.46   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071776 | 12/05/2018   | Accounts Payable | FRONTIER                          | 227.94   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071777 | 12/05/2018   | Accounts Payable | FRONTIER                          | 242.88   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071778 | 12/05/2018   | Accounts Payable | FRONTIER                          | 134.78   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071779 | 12/05/2018   | Accounts Payable | FRONTIER                          | 1,827.20 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071780 | 12/05/2018   | Accounts Payable | GALL'S INC                        | 1,440.53 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071781 | 12/05/2018   | Accounts Payable | GALLUP LUMBER & SUPPLY            | 195.31   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071782 | 12/05/2018   | Accounts Payable | GARDNER, SAMUEL TODD              | 83.66    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071783 | 12/05/2018   | Accounts Payable | GOMEZ, BARBARA J                  | 8,403.12 |
| Voided | NBAZ - Warrant Clearing Account | Check | 1071784 | 12/05/2018   | Accounts Payable | GOODYEAR AUTO SERVICE             | 108.09   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071785 | 12/05/2018   | Accounts Payable | GRAVES PROPAPE CO INC             | 98.46    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071786 | 12/05/2018   | Accounts Payable | GUINN, ADA C                      | 251.18   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071787 | 12/05/2018   | Accounts Payable | GUINN, RICHARD C                  | 50.10    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071788 | 12/05/2018   | Accounts Payable | GURLEY MOTOR CO                   | 541.83   |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                              | Amount     |
|--------|---------------------------------|-------|---------|--------------|------------------|----------------------------------------------------|------------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1071790 | 12/05/2018   | Accounts Payable | HALWOOD, LORENA T                                  | 147.16     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071791 | 12/05/2018   | Accounts Payable | HATCH MOTOR COMPANY SNOWFLAKE                      | 550.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071792 | 12/05/2018   | Accounts Payable | HEAP, KLINT                                        | 1,280.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071793 | 12/05/2018   | Accounts Payable | HEART CENTERED COUNSELING INC                      | 255.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071794 | 12/05/2018   | Accounts Payable | HIGH COUNTRY PROPANE                               | 1,688.87   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071795 | 12/05/2018   | Accounts Payable | HILL AZ GROCERY STORE                              | 221.57     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071796 | 12/05/2018   | Accounts Payable | HOLLAR, LORI                                       | 102.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071797 | 12/05/2018   | Accounts Payable | HOME DEPOT                                         | 142.86     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071798 | 12/05/2018   | Accounts Payable | HP2 INC                                            | 714.82     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071799 | 12/05/2018   | Accounts Payable | HUNTER, MARIE D                                    | 147.16     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071800 | 12/05/2018   | Accounts Payable | IINA, BA' INC                                      | 6,860.96   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071801 | 12/05/2018   | Accounts Payable | IMPACT TELECOM                                     | 61.47      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071802 | 12/05/2018   | Accounts Payable | INGRAM LIBRARY SERVICES                            | 2,782.89   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071803 | 12/05/2018   | Accounts Payable | INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA | 210.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071804 | 12/05/2018   | Accounts Payable | JENSEN, TYRON                                      | 99.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071805 | 12/05/2018   | Accounts Payable | JOHNSTONE SUPPLY                                   | 49.96      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071806 | 12/05/2018   | Accounts Payable | JONES, MICHELLE                                    | 58.86      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071807 | 12/05/2018   | Accounts Payable | KATHLEEN M MCGUIRE PSY D LLC                       | 1,525.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071808 | 12/05/2018   | Accounts Payable | KONICA MINOLTA                                     | 866.46     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071809 | 12/05/2018   | Accounts Payable | LEWIS-SMITH, JAYMIE LYNNE                          | 10.42      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071810 | 12/05/2018   | Accounts Payable | LIGHT HOUSE OF ARIZONA                             | 58.32      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071811 | 12/05/2018   | Accounts Payable | LITTLE COLORADO RIVER PLATEAU                      | 400.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071812 | 12/05/2018   | Accounts Payable | LOWES #24                                          | 146.10     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071813 | 12/05/2018   | Accounts Payable | MASS TRANSCRIPTIONS                                | 170.10     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071814 | 12/05/2018   | Accounts Payable | MCCOOK, MARVIN                                     | 104.78     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071815 | 12/05/2018   | Accounts Payable | MCCOOK BOILER AND PUMP COMPANY                     | 2,994.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071816 | 12/05/2018   | Accounts Payable | MORGAN, DIANA M                                    | 224.54     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071817 | 12/05/2018   | Accounts Payable | NATIONAL BANK OF ARIZONA 0127                      | 210.20     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071818 | 12/05/2018   | Accounts Payable | NATIONAL BANK OF ARIZONA 0085                      | 4,014.02   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071819 | 12/05/2018   | Accounts Payable | NATIONAL BANK OF ARIZONA 0186                      | 1,968.29   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071820 | 12/05/2018   | Accounts Payable | NATIONAL BANK OF ARIZONA 0341                      | 175.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071821 | 12/05/2018   | Accounts Payable | NATIONAL BANK OF ARIZONA 0822                      | 258.10     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071822 | 12/05/2018   | Accounts Payable | NATIONAL BANK OF ARIZONA 0830                      | 226.86     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071823 | 12/05/2018   | Accounts Payable | NATIONAL BANK OF ARIZONA 0962                      | 181.15     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071824 | 12/05/2018   | Accounts Payable | NATIONS GAS TECHNOLOGIES INC                       | 1,170.24   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071825 | 12/05/2018   | Accounts Payable | NAVAJO TIMES PUBLISHING COMPANY INC                | 334.96     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071826 | 12/05/2018   | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY                    | 237.44     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071827 | 12/05/2018   | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY                    | 1,153.84   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071828 | 12/05/2018   | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY                    | 4,423.25   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071829 | 12/05/2018   | Accounts Payable | NAVAJO WESTERNERS                                  | 23.28      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071830 | 12/05/2018   | Accounts Payable | NOEL'S INC                                         | 705.58     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071831 | 12/05/2018   | Accounts Payable | NORTHLAND PIONEER COLLEGE                          | 300,000.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071832 | 12/05/2018   | Accounts Payable | OFFICE DEPOT                                       | 238.14     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071833 | 12/05/2018   | Accounts Payable | OTERO, MARY ELLEND                                 | 29.44      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071834 | 12/05/2018   | Accounts Payable | OVERDRIVE INC                                      | 108.95     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071835 | 12/05/2018   | Accounts Payable | PATTERSON, DENNIELLE                               | 44.99      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071836 | 12/05/2018   | Accounts Payable | PERFECT PRINTZ LLC                                 | 879.10     |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                           | Amount    |
|--------|---------------------------------|-------|---------|--------------|------------------|---------------------------------|-----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1071837 | 12/05/2018   | Accounts Payable | PITNEY BOWES                    | 1,881.33  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071838 | 12/05/2018   | Accounts Payable | PRAXAIR DISTRIBUTION INC        | 233.18    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071839 | 12/05/2018   | Accounts Payable | PREMIER DRY CLEANING            | 77.45     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071840 | 12/05/2018   | Accounts Payable | PREMIUM PROPANE LLC             | 1,783.65  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071841 | 12/05/2018   | Accounts Payable | PRIETO, LEONARDO DANIEL         | 27.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071842 | 12/05/2018   | Accounts Payable | QUILL CORP                      | 2,078.40  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071843 | 12/05/2018   | Accounts Payable | RAY ALLEN MANUFACTURING LLC     | 142.97    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071844 | 12/05/2018   | Accounts Payable | RODE INN                        | 309.84    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071845 | 12/05/2018   | Accounts Payable | RODEWAY INN                     | 704.24    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071846 | 12/05/2018   | Accounts Payable | RUSH TRUCK CENTER               | 3,462.17  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071847 | 12/05/2018   | Accounts Payable | S & S SELF STORAGE              | 94.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071848 | 12/05/2018   | Accounts Payable | SAFETY KLEEN                    | 128.11    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071849 | 12/05/2018   | Accounts Payable | SAFEWAY INC                     | 95.38     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071850 | 12/05/2018   | Accounts Payable | SANCHEZ, IRENE                  | 7.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071851 | 12/05/2018   | Accounts Payable | SATCOM GLOBAL INC               | 177.09    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071852 | 12/05/2018   | Accounts Payable | SCHNEIDER, JOSEPH J             | 1,867.50  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071853 | 12/05/2018   | Accounts Payable | SECURUS TECHNOLOGIES INC        | 971.76    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071854 | 12/05/2018   | Accounts Payable | SEGOVIA, ANALESE                | 69.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071855 | 12/05/2018   | Accounts Payable | SIERRA PROPANE                  | 219.76    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071856 | 12/05/2018   | Accounts Payable | SMITH, ANASTASIA VICTORIA       | 32.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071857 | 12/05/2018   | Accounts Payable | SOUTHWEST BARRICADES            | 14,863.69 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071858 | 12/05/2018   | Accounts Payable | SPARKLETT'S WATER               | 14.68     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071859 | 12/05/2018   | Accounts Payable | SPEEDY SALES AND SERVICE        | 135.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071860 | 12/05/2018   | Accounts Payable | SPRINGERVILLE AUTO WRECKERS     | 400.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071861 | 12/05/2018   | Accounts Payable | ST JOHNS GLASS                  | 268.20    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071862 | 12/05/2018   | Accounts Payable | STAUFFER, MONICA                | 232.48    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071863 | 12/05/2018   | Accounts Payable | STIRLING FENCE INC              | 192.76    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071864 | 12/05/2018   | Accounts Payable | SW ECOLOGY LLC                  | 1,550.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071865 | 12/05/2018   | Accounts Payable | TABLE TOP TELEPHONE COMPANY INC | 396.89    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071866 | 12/05/2018   | Accounts Payable | THE EMBLEM AUTHORITY            | 1,231.01  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071867 | 12/05/2018   | Accounts Payable | THE GUIDANCE CENTER             | 1,750.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071868 | 12/05/2018   | Accounts Payable | THE LIBRARY STORE INC           | 623.03    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071869 | 12/05/2018   | Accounts Payable | THOMSON REUTERS WEST            | 1,369.31  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071870 | 12/05/2018   | Accounts Payable | TJP COMMUNICATIONS              | 167.52    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071871 | 12/05/2018   | Accounts Payable | TRAILRIDERS                     | 182.73    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071872 | 12/05/2018   | Accounts Payable | TRAK ENGINEERING INC            | 102.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071873 | 12/05/2018   | Accounts Payable | TRANSTAR INDUSTRIES INC         | 293.27    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071874 | 12/05/2018   | Accounts Payable | TRINITY SERVICES GROUP INC      | 13,574.83 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071875 | 12/05/2018   | Accounts Payable | REDACTED                        | 73.85     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071876 | 12/05/2018   | Accounts Payable | TSOSIE, RAYMOND EMPLOYEE        | 34.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071877 | 12/05/2018   | Accounts Payable | UNIFIRST CORPORATION            | 155.05    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071878 | 12/05/2018   | Accounts Payable | VALLEY AUTO PARTS               | 3,510.15  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071879 | 12/05/2018   | Accounts Payable | VERIZON WIRELESS                | 759.06    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071880 | 12/05/2018   | Accounts Payable | WAITE, JASON                    | 126.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071881 | 12/05/2018   | Accounts Payable | WAL-MART COMMUNITY              | 457.90    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071882 | 12/05/2018   | Accounts Payable | WARNER, ELTA                    | 85.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071883 | 12/05/2018   | Accounts Payable | WOODLAND BUILDING CENTER        | 1,298.98  |

| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                  | Amount     |
|--------|---------------------------------|-------|---------|--------------|------------------|----------------------------------------|------------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1071884 | 12/05/2018   | Accounts Payable | WRIGHT EXPRESS FSC                     | 4,610.46   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071885 | 12/05/2018   | Accounts Payable | YAVAPAI COUNTY GOVERNMENT              | 7,750.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071886 | 12/06/2018   | Accounts Payable | HIGH COUNTRY SIGNS LLC                 | 4,841.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071887 | 12/06/2018   | Accounts Payable | NAVAJO NATION                          | 100.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071888 | 12/06/2018   | Accounts Payable | SUTTLES, JASON YOUNG                   | 204.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071889 | 12/06/2018   | Accounts Payable | TATUM MECHANICAL                       | 4,603.58   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071890 | 12/06/2018   | Accounts Payable | TRINITY SERVICES GROUP INC             | 30.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071891 | 12/10/2018   | Accounts Payable | NATIONAL BANK OF ARIZONA 0085          | 4,708.57   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071892 | 12/10/2018   | Accounts Payable | PATTERSON, RYAN N                      | 368.19     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071893 | 12/10/2018   | Accounts Payable | SAFEWAY INC                            | 100.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071894 | 12/11/2018   | Accounts Payable | ALICE TRAINING INSTITUTE LLC           | 595.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071895 | 12/11/2018   | Accounts Payable | ALPINE WATER AND SANITARY              | 91.19      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071896 | 12/11/2018   | Accounts Payable | ALSCO INC                              | 366.20     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071897 | 12/11/2018   | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT)  | 2,118.63   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071898 | 12/11/2018   | Accounts Payable | AMIGO CHEVROLET                        | 584.19     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071899 | 12/11/2018   | Accounts Payable | ANDERSON, CHARLI A                     | 474.69     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071900 | 12/11/2018   | Accounts Payable | APACHE COUNTY                          | 267.97     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071901 | 12/11/2018   | Accounts Payable | APPLE INC                              | 10.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071902 | 12/11/2018   | Accounts Payable | ARANDA MARIN, RUBEN A                  | 35.66      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071903 | 12/11/2018   | Accounts Payable | ASHTONS REPAIR INC                     | 218.93     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071904 | 12/11/2018   | Accounts Payable | AZ DEPT OF RISK MANAGEMENT             | 854.64     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071905 | 12/11/2018   | Accounts Payable | AZ STATE GOVERNMENT                    | 16,310.40  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071906 | 12/11/2018   | Accounts Payable | AZLGEBT                                | 338,400.78 |
| Voided | NBAZ - Warrant Clearing Account | Check | 1071907 | 12/11/2018   | Accounts Payable | BASHAS' CORPORATE OFFICE               | 458.82     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071908 | 12/11/2018   | Accounts Payable | BAUMAN HOME AND AUTO INC               | 587.96     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071909 | 12/11/2018   | Accounts Payable | BEGAY, SARAH MAE                       | 515.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071910 | 12/11/2018   | Accounts Payable | BILLS DISCOUNT AUTO PARTS (NAPA)       | 2,397.44   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071911 | 12/11/2018   | Accounts Payable | BLUE HILLS ENVIRONMENTAL               | 138.04     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071912 | 12/11/2018   | Accounts Payable | BOB BARKER COMPANY INC                 | 285.46     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071913 | 12/11/2018   | Accounts Payable | BOOT BARN                              | 108.09     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071914 | 12/11/2018   | Accounts Payable | BOWMAN, GLORIA                         | 1,128.77   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071915 | 12/11/2018   | Accounts Payable | BRADCO                                 | 160.57     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071916 | 12/11/2018   | Accounts Payable | BRIDES AUTO CENTER                     | 42.04      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071917 | 12/11/2018   | Accounts Payable | BRYAN, MEGAN L                         | 725.79     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071918 | 12/11/2018   | Accounts Payable | BURNHAM MORTUARY                       | 414.41     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071919 | 12/11/2018   | Accounts Payable | BURNHAM MORTUARY                       | 600.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071920 | 12/11/2018   | Accounts Payable | BUTLER'S OFFICE EQUIPMENT & SUPPLY INC | 161.85     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071921 | 12/11/2018   | Accounts Payable | CASSEL, VERA L                         | 300.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071922 | 12/11/2018   | Accounts Payable | CASTILLO, ANNABELLE                    | 145.64     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071923 | 12/11/2018   | Accounts Payable | CELLULAR ONE NE AZ                     | 566.67     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071924 | 12/11/2018   | Accounts Payable | CENTER FOR DISEASE DETECTION LLC       | 290.50     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071925 | 12/11/2018   | Accounts Payable | CMS COMMUNICATIONS INC                 | 380.52     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071926 | 12/11/2018   | Accounts Payable | COAST TO COAST COMPUTER PRODUCTS INC   | 608.21     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071927 | 12/11/2018   | Accounts Payable | COREMR LC                              | 370.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071928 | 12/11/2018   | Accounts Payable | COVEY, JOSHUA T                        | 237.62     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071929 | 12/11/2018   | Accounts Payable | CRESCENT ELECTRIC SUPPLY CO            | 280.31     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071930 | 12/11/2018   | Accounts Payable | CROSBY, FERRIN                         | 200.00     |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                    | Amount   |
|--------|---------------------------------|-------|---------|--------------|------------------|------------------------------------------|----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1071931 | 12/11/2018   | Accounts Payable | CROSBY, JOHN STEVEN                      | 622.50   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071932 | 12/11/2018   | Accounts Payable | CURTIS, JOSHUA T                         | 69.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071933 | 12/11/2018   | Accounts Payable | CYTOCHECK LABORATORY LLC                 | 16.23    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071934 | 12/11/2018   | Accounts Payable | CZARNYSZKA, TROY D                       | 1,015.76 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071935 | 12/11/2018   | Accounts Payable | DAVIS, CANDICE D                         | 29.55    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071936 | 12/11/2018   | Accounts Payable | DEMCO                                    | 85.52    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071937 | 12/11/2018   | Accounts Payable | DIAMOND C FEEDS                          | 139.61   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071938 | 12/11/2018   | Accounts Payable | DIAZ, CECILIA                            | 31.06    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071939 | 12/11/2018   | Accounts Payable | DISH NETWORK                             | 111.12   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071940 | 12/11/2018   | Accounts Payable | DRONE NERDS INC                          | 68.48    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071941 | 12/11/2018   | Accounts Payable | DUGDALE, BEN                             | 2,066.97 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071942 | 12/11/2018   | Accounts Payable | EM HALE LAW                              | 76.01    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071943 | 12/11/2018   | Accounts Payable | EMBASSY SUITES                           | 1,532.85 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071944 | 12/11/2018   | Accounts Payable | ERHART, ANNA COLETTE                     | 136.21   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071945 | 12/11/2018   | Accounts Payable | ERNIES FIRE EXTINGUISHER                 | 16.63    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071946 | 12/11/2018   | Accounts Payable | FRANCIS, MYRTIS                          | 824.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071947 | 12/11/2018   | Accounts Payable | FRONTIER                                 | 100.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071948 | 12/11/2018   | Accounts Payable | FRONTIER                                 | 97.55    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071949 | 12/11/2018   | Accounts Payable | FRONTIER                                 | 822.70   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071950 | 12/11/2018   | Accounts Payable | GALL'S INC                               | 160.46   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071951 | 12/11/2018   | Accounts Payable | GALLUP INDEPENDENT                       | 217.76   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071952 | 12/11/2018   | Accounts Payable | GALLUP WATER WORKS                       | 3,526.90 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071953 | 12/11/2018   | Accounts Payable | GRAY, LEVERIL                            | 13.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071954 | 12/11/2018   | Accounts Payable | GRAY, LEVERIL                            | 276.51   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071955 | 12/11/2018   | Accounts Payable | GREEN, YVETTE L                          | 223.18   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071956 | 12/11/2018   | Accounts Payable | HAMBLIN LAW OFFICE PLC                   | 75.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071957 | 12/11/2018   | Accounts Payable | HANCOCK, PAUL                            | 8,500.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071958 | 12/11/2018   | Accounts Payable | HANNAH, STEPHANIE                        | 35.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071959 | 12/11/2018   | Accounts Payable | HENSON, AMANDA                           | 516.63   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071960 | 12/11/2018   | Accounts Payable | HERRERA, ROSCOE GEORGE                   | 53.30    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071961 | 12/11/2018   | Accounts Payable | HILL AZ GROCERY STORE                    | 24.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071962 | 12/11/2018   | Accounts Payable | HILL AZ GROCERY STORE                    | 25.65    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071963 | 12/11/2018   | Accounts Payable | HILL YARD/FLAGSTAFF                      | 616.58   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071964 | 12/11/2018   | Accounts Payable | HILL YARD/FLAGSTAFF                      | 2,571.94 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071965 | 12/11/2018   | Accounts Payable | HIMES, JENNIFER H                        | 196.21   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071966 | 12/11/2018   | Accounts Payable | HOOVER, JILL L                           | 920.96   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071967 | 12/11/2018   | Accounts Payable | HOOPER, JILL L                           | 196.21   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071968 | 12/11/2018   | Accounts Payable | HUBBELL, ROCHELLE                        | 275.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071969 | 12/11/2018   | Accounts Payable | INGRAM LIBRARY SERVICES                  | 21.82    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071970 | 12/11/2018   | Accounts Payable | JOHNSON CONTROLS SECURITY SOLUTIONS LLC  | 582.24   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071971 | 12/11/2018   | Accounts Payable | KONICA MINOLTA                           | 63.50    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071972 | 12/11/2018   | Accounts Payable | KTN RADIO STATION                        | 375.20   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071973 | 12/11/2018   | Accounts Payable | LAMM, DAVID                              | 1,327.12 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071974 | 12/11/2018   | Accounts Payable | LANGUAGE LINE SERVICES INC               | 457.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071975 | 12/11/2018   | Accounts Payable | LAROC REFRIGERATION - METAL DIVISION INC | 24.13    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071976 | 12/11/2018   | Accounts Payable | LATHAM, MICHAEL                          | 278.18   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071977 | 12/11/2018   | Accounts Payable | LATHAM, MICHAEL                          | 526.28   |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                  | Amount   |
|--------|---------------------------------|-------|---------|--------------|------------------|----------------------------------------|----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1071978 | 12/11/2018   | Accounts Payable | LEGATE, PENROD & ASSOCIATES            | 8,500.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071979 | 12/11/2018   | Accounts Payable | LESUEUR ADVANCE AUTOMOTIVE LLC         | 74.64    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071980 | 12/11/2018   | Accounts Payable | LIVCO WATER & SEWER COMPANY            | 377.06   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071981 | 12/11/2018   | Accounts Payable | LOZOYA, S TOMASA                       | 146.61   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071982 | 12/11/2018   | Accounts Payable | REDACTED                               | 750.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071983 | 12/11/2018   | Accounts Payable | NAPA                                   | 261.45   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071984 | 12/11/2018   | Accounts Payable | NATIONAL DISTRICT ATTORNEYS ASSOC      | 480.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071985 | 12/11/2018   | Accounts Payable | NAVAJO TIMES PUBLISHING COMPANY INC    | 5,595.21 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071986 | 12/11/2018   | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY        | 3,185.18 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071987 | 12/11/2018   | Accounts Payable | NAVOPACHE ELECTRIC COOPERATIVE         | 6,389.39 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071988 | 12/11/2018   | Accounts Payable | OCLC INC                               | 79.21    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071989 | 12/11/2018   | Accounts Payable | OLLERTON, ELEXUS                       | 29.55    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071990 | 12/11/2018   | Accounts Payable | ONEIL PRINTING INC                     | 3,472.19 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071991 | 12/11/2018   | Accounts Payable | ORSAK, KORYNN ADELL                    | 210.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071992 | 12/11/2018   | Accounts Payable | OVERDRIVE INC                          | 276.36   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071993 | 12/11/2018   | Accounts Payable | PACIFIC PONDEROSA CO INC               | 40.83    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071994 | 12/11/2018   | Accounts Payable | PADILLA, MERLE                         | 89.92    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071995 | 12/11/2018   | Accounts Payable | PARRACK (HIGH COUNTRY AWARDS), BRIAN K | 78.88    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071996 | 12/11/2018   | Accounts Payable | PENROD, KIMBERLY K                     | 528.63   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071997 | 12/11/2018   | Accounts Payable | PENWORTHY COMPANY                      | 171.24   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071998 | 12/11/2018   | Accounts Payable | PEPPERBALL TECHNOLOGIES                | 610.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1071999 | 12/11/2018   | Accounts Payable | PUENTE, GEORGE C Junior                | 102.90   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072000 | 12/11/2018   | Accounts Payable | QUILL CORP                             | 2,690.26 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072001 | 12/11/2018   | Accounts Payable | RACHER'S OFFICE EQUIPMENT              | 140.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072002 | 12/11/2018   | Accounts Payable | RELIABLE BACKGROUND SCREENING          | 367.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072003 | 12/11/2018   | Accounts Payable | RICOH USA INC                          | 122.34   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072004 | 12/11/2018   | Accounts Payable | ROAD MACHINERY LLC                     | 2,124.07 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072005 | 12/11/2018   | Accounts Payable | RODEWAY INN                            | 352.12   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072006 | 12/11/2018   | Accounts Payable | SAFEWAY INC                            | 110.87   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072007 | 12/11/2018   | Accounts Payable | SCARBROUGH, NATHALIA                   | 29.55    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072008 | 12/11/2018   | Accounts Payable | SCHIFF, LAURENCE                       | 1,600.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072009 | 12/11/2018   | Accounts Payable | SECURUS TECHNOLOGIES INC               | 833.81   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072010 | 12/11/2018   | Accounts Payable | SEGOVIA, ANALESE                       | 29.55    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072011 | 12/11/2018   | Accounts Payable | SEM APPLICATIONS INC                   | 102.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072012 | 12/11/2018   | Accounts Payable | SHEPHERD, ALTON JOE                    | 105.73   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072013 | 12/11/2018   | Accounts Payable | SHOW LOW FORD INC                      | 831.03   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072014 | 12/11/2018   | Accounts Payable | SIERRA PROPANE                         | 516.57   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072015 | 12/11/2018   | Accounts Payable | SIMPSON, VALERIE                       | 25.47    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072016 | 12/11/2018   | Accounts Payable | SKILLPATH SEMINARS                     | 298.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072017 | 12/11/2018   | Accounts Payable | SPARKLETT'S WATER                      | 3.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072018 | 12/11/2018   | Accounts Payable | SPEEDY SALES AND SERVICE               | 1,106.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072019 | 12/11/2018   | Accounts Payable | ST JOHNS CITY                          | 654.78   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072020 | 12/11/2018   | Accounts Payable | SUMMIT FUNERAL HOME                    | 685.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072021 | 12/11/2018   | Accounts Payable | SUMMIT HEALTHCARE ASSOCIATION INC      | 99.24    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072022 | 12/11/2018   | Accounts Payable | SUNSTATE TECHNOLOGY GROUP              | 167.08   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072023 | 12/11/2018   | Accounts Payable | T & R MARKET                           | 49.99    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072024 | 12/11/2018   | Accounts Payable | TABLE TOP TELEPHONE COMPANY INC        | 402.57   |

| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                            | Amount     |
|--------|---------------------------------|-------|---------|--------------|------------------|--------------------------------------------------|------------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072025 | 12/11/2018   | Accounts Payable | THE AARONS COMPANY LLC                           | 3,000.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072026 | 12/11/2018   | Accounts Payable | TJP COMMUNICATIONS                               | 57.84      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072027 | 12/11/2018   | Accounts Payable | TOWN OF EAGAR                                    | 579.49     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072028 | 12/11/2018   | Accounts Payable | TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC | 27.28      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072029 | 12/11/2018   | Accounts Payable | TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY           | 972.38     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072030 | 12/11/2018   | Accounts Payable | UNIFIRST CORPORATION                             | 48.31      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072031 | 12/11/2018   | Accounts Payable | US POSTMASTER                                    | 72.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072032 | 12/11/2018   | Accounts Payable | VALLEY AUTO PARTS                                | 412.18     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072033 | 12/11/2018   | Accounts Payable | VERIZON WIRELESS                                 | 1,123.14   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072034 | 12/11/2018   | Accounts Payable | WAITE, SHARON K                                  | 90.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072035 | 12/11/2018   | Accounts Payable | WHITE MOUNTAIN PUBLISHING CO                     | 28.01      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072036 | 12/11/2018   | Accounts Payable | WHITE MOUNTAIN REGIONAL MEDICAL CENTER           | 810.93     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072037 | 12/11/2018   | Accounts Payable | WHITTING, GARRET LEE                             | 466.83     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072038 | 12/11/2018   | Accounts Payable | WOODLAND BUILDING CENTER                         | 79.92      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072039 | 12/11/2018   | Accounts Payable | YAROSH, DAWN                                     | 29.55      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072040 | 12/11/2018   | Accounts Payable | YELTON AND ASSOCIATES                            | 4,994.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072041 | 12/11/2018   | Accounts Payable | YOUNGS FUTURE TIRE                               | 612.02     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072071 | 12/11/2018   | Accounts Payable | AMERICAN FAMILY LIFE ASSURANCE                   | 877.33     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072072 | 12/11/2018   | Accounts Payable | APACHE COUNTY FSA                                | 699.09     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072073 | 12/11/2018   | Accounts Payable | APACHE COUNTY HSA                                | 3,433.33   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072074 | 12/11/2018   | Accounts Payable | APACHE COUNTY MEDICAL                            | 170,219.08 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072075 | 12/11/2018   | Accounts Payable | APACHE COUNTY TAX WITHHOLDING                    | 141,187.37 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072076 | 12/11/2018   | Accounts Payable | ASRS                                             | 183.08     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072077 | 12/11/2018   | Accounts Payable | ASRS LEGACY EORP                                 | 5,741.39   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072078 | 12/11/2018   | Accounts Payable | AZ STATE RETIREMENT SYSTEM                       | 105,808.32 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072079 | 12/11/2018   | Accounts Payable | CINCINNATI LIFE INS CO                           | 28.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072080 | 12/11/2018   | Accounts Payable | COLONIAL LIFE AND ACCIDENT INS                   | 1,569.03   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072081 | 12/11/2018   | Accounts Payable | CORRECTIONS OFFICER RET PLAN                     | 8,982.96   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072082 | 12/11/2018   | Accounts Payable | CORRECTIONS OFFICER RETIREMENT PLAN 520          | 4,731.07   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072083 | 12/11/2018   | Accounts Payable | EODCRS DISABILITY                                | 12.28      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072084 | 12/11/2018   | Accounts Payable | EORP LEGACY                                      | 2,723.78   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072085 | 12/11/2018   | Accounts Payable | FAMILY SUPPORT REGISTRY                          | 129.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072086 | 12/11/2018   | Accounts Payable | GURSTEL LAW FIRM PC                              | 118.76     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072087 | 12/11/2018   | Accounts Payable | NATIONWIDE                                       | 1,822.69   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072088 | 12/11/2018   | Accounts Payable | NATIONWIDE RETIREMENT SOL EODCRS                 | 687.08     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072089 | 12/11/2018   | Accounts Payable | NATIONWIDE TRUST FSB                             | 3,332.79   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072090 | 12/11/2018   | Accounts Payable | NEW MEXICO HUMAN SERVICES DEPT                   | 185.50     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072091 | 12/11/2018   | Accounts Payable | PUBLIC SAFETY PERSONNEL 401                      | 16,184.62  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072092 | 12/11/2018   | Accounts Payable | PUBLIC SAFETY SHERIFF RET                        | 49,280.71  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072093 | 12/11/2018   | Accounts Payable | RIO PUERCO ACRES                                 | 495.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072094 | 12/11/2018   | Accounts Payable | SECURITY BENEFIT GROUP                           | 375.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072095 | 12/11/2018   | Accounts Payable | SUPPORT PAYMENT CLEARINGHOUSE                    | 1,606.39   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072096 | 12/11/2018   | Accounts Payable | BASHAS' CORPORATE OFFICE                         | 300.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072097 | 12/11/2018   | Accounts Payable | BASHAS' CORPORATE OFFICE                         | 78.19      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072098 | 12/11/2018   | Accounts Payable | BASHAS' CORPORATE OFFICE                         | 80.63      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072100 | 12/11/2018   | Accounts Payable | APACHE COUNTY TAX WITHHOLDING                    | 22.50      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072101 | 12/11/2018   | Accounts Payable | ABEITA GLASS CO                                  | 180.00     |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                    | Amount    |
|--------|---------------------------------|-------|---------|--------------|------------------|------------------------------------------|-----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072102 | 12/18/2018   | Accounts Payable | ADHS AZ HEALTH CARE COST                 | 22,400.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072103 | 12/18/2018   | Accounts Payable | ALCOPRO INC                              | 120.95    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072104 | 12/18/2018   | Accounts Payable | ALLEGRA                                  | 96.40     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072105 | 12/18/2018   | Accounts Payable | ALPINE WATER AND SANITARY                | 70.86     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072106 | 12/18/2018   | Accounts Payable | ALSCO INC                                | 337.87    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072107 | 12/18/2018   | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT)    | 876.39    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072108 | 12/18/2018   | Accounts Payable | AMERIGAS - GALLUP                        | 1,316.86  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072109 | 12/18/2018   | Accounts Payable | ANDERSON, CHARLI A                       | 249.61    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072110 | 12/18/2018   | Accounts Payable | APACHE COUNTY                            | 17.09     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072111 | 12/18/2018   | Accounts Payable | APACHE COUNTY FINANCE                    | 8.11      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072112 | 12/18/2018   | Accounts Payable | APACHE COUNTY TAX WITHHOLDING            | 13.42     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072113 | 12/18/2018   | Accounts Payable | ASHLEY, EILEEN T                         | 61.04     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072114 | 12/18/2018   | Accounts Payable | ASHTONS REPAIR INC                       | 1,268.43  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072115 | 12/18/2018   | Accounts Payable | ASPEN TIRE & OIL                         | 71.80     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072116 | 12/18/2018   | Accounts Payable | AT&T                                     | 39.65     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072117 | 12/18/2018   | Accounts Payable | ATTAKAI, LUCINDA L                       | 117.92    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072118 | 12/18/2018   | Accounts Payable | AZ ASSN OF COUNTIES                      | 75.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072119 | 12/18/2018   | Accounts Payable | AZ ASSN OF COUNTIES                      | 35.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072120 | 12/18/2018   | Accounts Payable | AZ ASSOCIATION OF COUNTY ENGINEERS       | 500.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072121 | 12/18/2018   | Accounts Payable | AZ CONSTABLES ASSN                       | 720.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072122 | 12/18/2018   | Accounts Payable | AZ DEPT OF CORRECTIONS                   | 90.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072123 | 12/18/2018   | Accounts Payable | AZ DEPT OF CORRECTIONS                   | 271.45    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072124 | 12/18/2018   | Accounts Payable | AZLGEBT                                  | 1,800.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072125 | 12/18/2018   | Accounts Payable | BAUMAN HOME AND AUTO INC                 | 1,485.76  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072126 | 12/18/2018   | Accounts Payable | BEST WESTERN - CANYON DECHELLY MOTEL INC | 1,463.96  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072127 | 12/18/2018   | Accounts Payable | BLUE HILLS ENVIRONMENTAL                 | 1,573.74  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072128 | 12/18/2018   | Accounts Payable | BLUE MOUNTAIN MEATS                      | 842.09    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072129 | 12/18/2018   | Accounts Payable | BOOT BARN                                | 140.80    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072130 | 12/18/2018   | Accounts Payable | BOWMAN, GLORIA                           | 317.91    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072131 | 12/18/2018   | Accounts Payable | BRADCO                                   | 8,127.86  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072132 | 12/18/2018   | Accounts Payable | BRAGIEL, MICHAEL T                       | 50.90     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072133 | 12/18/2018   | Accounts Payable | BREWER LAW OFFICE PLLC                   | 8,500.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072134 | 12/18/2018   | Accounts Payable | BRIARWOOD PRODUCTS LLC                   | 259.36    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072135 | 12/18/2018   | Accounts Payable | BRIDES AUTO CENTER                       | 198.54    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072136 | 12/18/2018   | Accounts Payable | BUTLER'S OFFICE EQUIPMENT & SUPPLY INC   | 350.65    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072137 | 12/18/2018   | Accounts Payable | CASTILLO, MAYRA E                        | 7.41      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072138 | 12/18/2018   | Accounts Payable | CDW GOVERNMENT LLC                       | 1,291.85  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072139 | 12/18/2018   | Accounts Payable | CENGAGE LEARNING INC                     | 74.72     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072140 | 12/18/2018   | Accounts Payable | CENTER POINT LARGE PRINT                 | 44.34     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072141 | 12/18/2018   | Accounts Payable | CIRIVELLO, MICHAEL V                     | 40.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072142 | 12/18/2018   | Accounts Payable | COURTESY CHEVROLET                       | 69.88     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072143 | 12/18/2018   | Accounts Payable | CROSBY, FERRIN                           | 25.17     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072144 | 12/18/2018   | Accounts Payable | REDACTED                                 | 875.12    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072145 | 12/18/2018   | Accounts Payable | CZARNYSZKA, SUEANNE K                    | 40.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072146 | 12/18/2018   | Accounts Payable | DE LAGE LANDEN FINANCIAL SERVICES INC    | 319.95    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072147 | 12/18/2018   | Accounts Payable | DIAMOND DRUGS INC                        | 4,700.46  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072148 | 12/18/2018   | Accounts Payable | DIAMOND MEDICAL SUPPLY                   | 300.33    |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                              | Amount   |
|--------|---------------------------------|-------|---------|--------------|------------------|----------------------------------------------------|----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072149 | 12/18/2018   | Accounts Payable | EAGAR, BRANNON                                     | 145.13   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072150 | 12/18/2018   | Accounts Payable | EARL, FELIPA A                                     | 140.57   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072151 | 12/18/2018   | Accounts Payable | ELECTION SYSTEMS AND SOFTWARE                      | 3,897.97 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072152 | 12/18/2018   | Accounts Payable | ELECTRONIC CENTER INC                              | 382.73   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072153 | 12/18/2018   | Accounts Payable | EMBASSY SUITES                                     | 136.21   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072154 | 12/18/2018   | Accounts Payable | EMPIRE MACHINERY                                   | 1,813.23 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072155 | 12/18/2018   | Accounts Payable | ERNIES FIRE EXTINGUISHER                           | 1,060.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072156 | 12/18/2018   | Accounts Payable | FEDEX - FEDERAL EXPRESS CORPORATION                | 41.56    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072157 | 12/18/2018   | Accounts Payable | FERRELLGAS                                         | 985.78   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072158 | 12/18/2018   | Accounts Payable | FOUR CORNERS WELDING & GAS SUPPLY                  | 56.32    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072159 | 12/18/2018   | Accounts Payable | FREEMAN, JOHN L Junior                             | 50.80    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072160 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 1,195.52 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072161 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 72.35    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072162 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 70.74    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072163 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 155.62   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072164 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 157.07   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072165 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 215.70   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072166 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 165.16   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072167 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 187.09   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072168 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 150.87   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072169 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 68.47    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072170 | 12/18/2018   | Accounts Payable | FRONTIER                                           | 68.47    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072171 | 12/18/2018   | Accounts Payable | GALL'S INC                                         | 754.97   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072172 | 12/18/2018   | Accounts Payable | GALLUP COMMUNITY SERVICE CENTER                    | 350.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072173 | 12/18/2018   | Accounts Payable | GALLUP WATER WORKS                                 | 50.25    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072174 | 12/18/2018   | Accounts Payable | GOLEMBIESKI, DANIEL R                              | 1,406.25 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072175 | 12/18/2018   | Accounts Payable | GRAVES PROPANE CO INC                              | 138.67   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072176 | 12/18/2018   | Accounts Payable | GREAT AMERICA FINANCIAL SERVICES CORP              | 415.56   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072177 | 12/18/2018   | Accounts Payable | GURNEE, MISTY M                                    | 54.38    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072178 | 12/18/2018   | Accounts Payable | HARRIS, TIMOTHY JAMES Junior                       | 2.18     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072179 | 12/18/2018   | Accounts Payable | HATCH CONSTRUCTION                                 | 1,818.35 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072180 | 12/18/2018   | Accounts Payable | HIGH COUNTRY PROPANE                               | 1,391.53 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072181 | 12/18/2018   | Accounts Payable | HILL AZ GROCERY STORE                              | 62.74    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072182 | 12/18/2018   | Accounts Payable | HILL AZ GROCERY STORE                              | 414.10   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072183 | 12/18/2018   | Accounts Payable | HILL YARD/FLAGSTAFF                                | 41.70    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072184 | 12/18/2018   | Accounts Payable | HILL TON GARDEN INN PHOENIX AIRPORT NORTH          | 562.88   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072185 | 12/18/2018   | Accounts Payable | HOME DEPOT                                         | 509.72   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072186 | 12/18/2018   | Accounts Payable | HOOVER, JILL L                                     | 821.53   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072187 | 12/18/2018   | Accounts Payable | HORNE AUTO CENTER INC                              | 225.56   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072188 | 12/18/2018   | Accounts Payable | HUGHES SUPPLY INC (LAKE SIDE)                      | 1,530.06 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072189 | 12/18/2018   | Accounts Payable | HUMPHREY, JODIE MARIE                              | 40.88    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072190 | 12/18/2018   | Accounts Payable | INGRAM LIBRARY SERVICES                            | 4,543.39 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072191 | 12/18/2018   | Accounts Payable | INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA | 380.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072192 | 12/18/2018   | Accounts Payable | INVENTORY TRADING COMPANY                          | 360.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072193 | 12/18/2018   | Accounts Payable | JONES, MICHELLE                                    | 44.96    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072194 | 12/18/2018   | Accounts Payable | KISAANI CATERING SERVICE                           | 1,378.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072195 | 12/18/2018   | Accounts Payable | KONICA MINOLTA                                     | 110.95   |

| Status | Bank Account                    | Type  | Number  | Payment Date | Source                                                  | Payee | Amount    |
|--------|---------------------------------|-------|---------|--------------|---------------------------------------------------------|-------|-----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072196 | 12/18/2018   | Accounts Payable L R INVESTIGATIONS LLC                 |       | 810.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072197 | 12/18/2018   | Accounts Payable LAMM, DAVID                            |       | 70.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072198 | 12/18/2018   | Accounts Payable LATHAM, MICHAEL                        |       | 713.83    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072199 | 12/18/2018   | Accounts Payable LOWES COMPANIES INC                    |       | 1,813.55  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072200 | 12/18/2018   | Accounts Payable MCI                                    |       | 39.53     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072201 | 12/18/2018   | Accounts Payable MCKESSON MEDICAL SURGICAL              |       | 389.16    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072202 | 12/18/2018   | Accounts Payable MIRANDA, OSCAR R                       |       | 61.36     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072203 | 12/18/2018   | Accounts Payable MISSION UNIFORM & LINEN                |       | 320.48    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072204 | 12/18/2018   | Accounts Payable MOORE, REITA                           |       | 26.62     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072205 | 12/18/2018   | Accounts Payable MORGAN, DIANA M                        |       | 224.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072206 | 12/18/2018   | Accounts Payable MOUNTAIN COMFORT HEATING AND COOLING   |       | 673.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072207 | 12/18/2018   | Accounts Payable MUTH, DANIEL R                         |       | 33.46     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072208 | 12/18/2018   | Accounts Payable NAPA                                   |       | 256.02    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072209 | 12/18/2018   | Accounts Payable NATIONAL BUSINESS FURNITURE            |       | 85.75     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072210 | 12/18/2018   | Accounts Payable NAVAJO SANITATION INC                  |       | 263.12    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072211 | 12/18/2018   | Accounts Payable NAVAJO TRACTOR SALES INC               |       | 564.43    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072212 | 12/18/2018   | Accounts Payable NAVAJO TRIBAL UTILITY AUTHORITY        |       | 357.62    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072213 | 12/18/2018   | Accounts Payable NAVAJO TRIBAL UTILITY AUTHORITY        |       | 2,269.18  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072214 | 12/18/2018   | Accounts Payable NAVAJO TRIBAL UTILITY AUTHORITY        |       | 2,807.13  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072215 | 12/18/2018   | Accounts Payable NAVAJOLAND INN AND SUITES              |       | 717.85    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072216 | 12/18/2018   | Accounts Payable NAVOPACHE ELECTRIC COOPERATIVE         |       | 12,657.23 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072217 | 12/18/2018   | Accounts Payable NEVILLE, MARK JABEZ                    |       | 705.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072219 | 12/18/2018   | Accounts Payable NEWMAN, TEDDY MILES                    |       | 3.21      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072220 | 12/18/2018   | Accounts Payable NEZ, EMERIK J                          |       | 1,396.26  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072221 | 12/18/2018   | Accounts Payable NICK D PATTON ATTORNEY AT LAW PLLC     |       | 52.66     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072222 | 12/18/2018   | Accounts Payable NICOLL, HALEY RHAЕ                     |       | 27.50     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072223 | 12/18/2018   | Accounts Payable NORTHERN TOOL & EQUIPMENT CO           |       | 70.05     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072224 | 12/18/2018   | Accounts Payable OCTOPUS CAR WASH INC                   |       | 141.83    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072225 | 12/18/2018   | Accounts Payable OMNISOURCE UNITED INC                  |       | 17.45     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072226 | 12/18/2018   | Accounts Payable PARRACK (HIGH COUNTRY AWARDS), BRIAN K |       | 2,327.46  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072227 | 12/18/2018   | Accounts Payable PATTERSON, DANA BRYCE                  |       | 815.47    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072228 | 12/18/2018   | Accounts Payable PATTERSON, RYAN N                      |       | 8,500.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072229 | 12/18/2018   | Accounts Payable PERFECT PRINTZ LLC                     |       | 332.89    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072230 | 12/18/2018   | Accounts Payable PIMA COUNTY MEDICAL                    |       | 316.12    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072231 | 12/18/2018   | Accounts Payable PINAL COUNTY ARIZONA                   |       | 9,200.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072232 | 12/18/2018   | Accounts Payable PITNEY BOWES                           |       | 6,650.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072233 | 12/18/2018   | Accounts Payable PLATT DDS, RANDOLPH                    |       | 3,931.87  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072234 | 12/18/2018   | Accounts Payable PRAXAIR DISTRIBUTION INC               |       | 953.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072235 | 12/18/2018   | Accounts Payable PRECISION ROLLER                       |       | 30.33     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072236 | 12/18/2018   | Accounts Payable PREMIER DRY CLEANING                   |       | 24.08     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072237 | 12/18/2018   | Accounts Payable PREMIUM PROPANE LLC                    |       | 50.30     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072238 | 12/18/2018   | Accounts Payable PUBLIC AGENCY TRAINING COUNCIL INC     |       | 989.70    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072239 | 12/18/2018   | Accounts Payable QUALITY CARQUEST                       |       | 1,125.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072240 | 12/18/2018   | Accounts Payable QUALITY READY MIX INC                  |       | 86.90     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072241 | 12/18/2018   | Accounts Payable QUILL CORP                             |       | 899.39    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072242 | 12/18/2018   | Accounts Payable RADISSON SUITES                        |       | 4,565.89  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072242 | 12/18/2018   | Accounts Payable RADISSON SUITES                        |       | 137.34    |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                | Amount   |
|--------|---------------------------------|-------|---------|--------------|------------------|--------------------------------------|----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072243 | 12/18/2018   | Accounts Payable | RB BURNHAM AND CO TRADING POST       | 12.99    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072244 | 12/18/2018   | Accounts Payable | REDW LLC                             | 1,830.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072245 | 12/18/2018   | Accounts Payable | RODEWAY INN                          | 352.12   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072246 | 12/18/2018   | Accounts Payable | RUSH TRUCK CENTER                    | 2,291.48 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072247 | 12/18/2018   | Accounts Payable | SAFELITE AUTO GLASS                  | 755.52   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072248 | 12/18/2018   | Accounts Payable | SAFETY KLEEN                         | 394.89   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072249 | 12/18/2018   | Accounts Payable | SANDOVAL, PATRICK J                  | 681.12   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072250 | 12/18/2018   | Accounts Payable | SCHINDLER ELEVATOR CORPORATION       | 920.90   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072251 | 12/18/2018   | Accounts Payable | SCHOLASTIC INC                       | 352.80   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072252 | 12/18/2018   | Accounts Payable | SEAN P WILSON MD                     | 100.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072253 | 12/18/2018   | Accounts Payable | SECURUS TECHNOLOGIES INC             | 993.39   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072254 | 12/18/2018   | Accounts Payable | SEENTRY FIRE AND WELDING SUPPLY INC  | 101.86   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072255 | 12/18/2018   | Accounts Payable | SEW OF OREGON INC                    | 257.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072256 | 12/18/2018   | Accounts Payable | SHELL OIL                            | 674.28   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072261 | 12/18/2018   | Accounts Payable | SKY BLUE HVAC LLC                    | 157.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072262 | 12/18/2018   | Accounts Payable | SLADE, BRENT J                       | 135.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072263 | 12/18/2018   | Accounts Payable | SMITH, TERRY D                       | 34.44    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072264 | 12/18/2018   | Accounts Payable | SONORA QUEST LABORATORIES            | 191.76   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072265 | 12/18/2018   | Accounts Payable | SPARKLETT'S WATER                    | 104.69   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072266 | 12/18/2018   | Accounts Payable | SPRINGERVILLE AUTO WRECKERS          | 215.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072267 | 12/18/2018   | Accounts Payable | ST JOHNS CITY                        | 1,384.90 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072268 | 12/18/2018   | Accounts Payable | ST JOHNS UNIFIED SCHOOL DIST         | 253.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072269 | 12/18/2018   | Accounts Payable | ST JOHNS UNITED DRUG                 | 30.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072270 | 12/18/2018   | Accounts Payable | STANIS DIESEL AND PERFORMANCE        | 30.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072271 | 12/18/2018   | Accounts Payable | STATE BAR OF ARIZONA                 | 340.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072272 | 12/18/2018   | Accounts Payable | STATE BAR OF ARIZONA                 | 340.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072273 | 12/18/2018   | Accounts Payable | SUBWAY - GALLUP                      | 323.76   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072274 | 12/18/2018   | Accounts Payable | SUMMIT HEALTHCARE MEDICAL ASSOCIATES | 150.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072275 | 12/18/2018   | Accounts Payable | TABLE TOP TELEPHONE COMPANY INC      | 460.54   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072276 | 12/18/2018   | Accounts Payable | THOMSON REUTERS WEST                 | 5,124.40 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072277 | 12/18/2018   | Accounts Payable | TJP COMMUNICATIONS                   | 800.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072278 | 12/18/2018   | Accounts Payable | TOWN OF SPRINGERVILLE                | 144.55   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072279 | 12/18/2018   | Accounts Payable | TRANSTAR INDUSTRIES INC              | 110.37   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072280 | 12/18/2018   | Accounts Payable | TWIN CITY HARDWARE - TCH SOUTHWEST   | 252.02   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072281 | 12/18/2018   | Accounts Payable | UNIFIRST CORPORATION                 | 82.55    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072282 | 12/18/2018   | Accounts Payable | UNITED RENTALS                       | 129.73   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072283 | 12/18/2018   | Accounts Payable | UNITED STATES MARSHALS SERVICE JPATS | 2,336.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072284 | 12/18/2018   | Accounts Payable | UNITED TRUCK AND EQUIPMENT INC       | 499.95   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072285 | 12/18/2018   | Accounts Payable | US CORRECTIONS LLC                   | 1,435.50 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072286 | 12/18/2018   | Accounts Payable | US POSTMASTER                        | 1,000.00 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072287 | 12/18/2018   | Accounts Payable | VALLEY AUTO PARTS                    | 727.64   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072288 | 12/18/2018   | Accounts Payable | VALLEY IMAGING SOLUTIONS             | 38.74    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072289 | 12/18/2018   | Accounts Payable | VERIZON WIRELESS                     | 863.49   |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                   | Amount     |
|--------|---------------------------------|-------|---------|--------------|------------------|-----------------------------------------|------------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072280 | 12/18/2018   | Accounts Payable | WAGNER EQUIPMENT CO                     | 1,367.80   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072291 | 12/18/2018   | Accounts Payable | WESTERN DRUG COMPANY                    | 10.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072292 | 12/18/2018   | Accounts Payable | WHITE MOUNTAIN PUBLISHING CO            | 273.55     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072293 | 12/18/2018   | Accounts Payable | WHITE MOUNTAIN REGIONAL MEDICAL CENTER  | 75.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072294 | 12/18/2018   | Accounts Payable | WHITING, MICHAEL B                      | 318.54     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072295 | 12/18/2018   | Accounts Payable | WILLIAMS, ROBERT BARRY                  | 945.67     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072296 | 12/18/2018   | Accounts Payable | WILLIAMS, STEVE                         | 340.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072297 | 12/18/2018   | Accounts Payable | WOODLAND BUILDING CENTER                | 123.35     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072298 | 12/18/2018   | Accounts Payable | XEROX CORP                              | 59.37      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072299 | 12/18/2018   | Accounts Payable | YAZZIE, SHERYLENE                       | 1,750.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072300 | 12/18/2018   | Accounts Payable | YOUNG, JOSEPH                           | 1,304.18   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072301 | 12/19/2018   | Accounts Payable | AZ DEPT OF REVENUE                      | 4,967.29   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072302 | 12/19/2018   | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY         | 247.85     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072303 | 12/19/2018   | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY         | 109.77     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072341 | 12/24/2018   | Accounts Payable | AMERICAN FAMILY LIFE ASSURANCE          | 877.33     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072342 | 12/24/2018   | Accounts Payable | APACHE COUNTY FSA                       | 699.09     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072343 | 12/24/2018   | Accounts Payable | APACHE COUNTY HSA                       | 3,433.33   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072344 | 12/24/2018   | Accounts Payable | APACHE COUNTY MEDICAL                   | 168,283.72 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072345 | 12/24/2018   | Accounts Payable | APACHE COUNTY TAX WITHHOLDING           | 137,422.35 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072346 | 12/24/2018   | Accounts Payable | ASRS                                    | 185.37     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072347 | 12/24/2018   | Accounts Payable | ASRS LEGACY EORP                        | 5,741.39   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072348 | 12/24/2018   | Accounts Payable | AZ STATE RETIREMENT SYSTEM              | 106,916.47 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072349 | 12/24/2018   | Accounts Payable | CINCINNATI LIFE INS CO                  | 28.00      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072350 | 12/24/2018   | Accounts Payable | COLONIAL LIFE AND ACCIDENT INS          | 1,569.03   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072351 | 12/24/2018   | Accounts Payable | CORRECTIONS OFFICER RET PLAN            | 8,982.98   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072352 | 12/24/2018   | Accounts Payable | CORRECTIONS OFFICER RETIREMENT PLAN 520 | 4,691.88   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072353 | 12/24/2018   | Accounts Payable | EODCRS DISABILITY                       | 12.28      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072354 | 12/24/2018   | Accounts Payable | EORP LEGACY                             | 2,723.78   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072355 | 12/24/2018   | Accounts Payable | FAMILY SUPPORT REGISTRY                 | 129.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072356 | 12/24/2018   | Accounts Payable | GURSTEL LAW FIRM PC                     | 118.76     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072357 | 12/24/2018   | Accounts Payable | NATIONWIDE                              | 1,843.28   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072358 | 12/24/2018   | Accounts Payable | NATIONWIDE RETIREMENT SOL EODCRS        | 687.08     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072359 | 12/24/2018   | Accounts Payable | NATIONWIDE TRUST FSB                    | 3,260.51   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072360 | 12/24/2018   | Accounts Payable | NEW MEXICO HUMAN SERVICES DEPT          | 185.50     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072361 | 12/24/2018   | Accounts Payable | PUBLIC SAFETY PERSONNEL 401             | 16,184.62  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072362 | 12/24/2018   | Accounts Payable | PUBLIC SAFETY SHERIFF RET               | 42,643.05  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072363 | 12/24/2018   | Accounts Payable | RIO PUERCO ACRES                        | 495.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072364 | 12/24/2018   | Accounts Payable | SECURITY BENEFIT GROUP                  | 375.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072365 | 12/24/2018   | Accounts Payable | SUPPORT PAYMENT CLEARINGHOUSE           | 1,606.39   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072366 | 12/26/2018   | Accounts Payable | 4IMPRINT                                | 166.41     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072367 | 12/26/2018   | Accounts Payable | AGUERO, ROBIN R                         | 249.52     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072368 | 12/26/2018   | Accounts Payable | ALSCO INC                               | 515.34     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072369 | 12/26/2018   | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT)   | 3,623.00   |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072370 | 12/26/2018   | Accounts Payable | AMAZON COM INC                          | 959.55     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072371 | 12/26/2018   | Accounts Payable | AMERICAN JAIL ASSOCIATION               | 144.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072372 | 12/26/2018   | Accounts Payable | AMERIGAS - GALLUP                       | 123.24     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072373 | 12/26/2018   | Accounts Payable | AMIGO CHEVROLET                         | 142.46     |

| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                | Amount    |
|--------|---------------------------------|-------|---------|--------------|------------------|--------------------------------------|-----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072374 | 12/26/2018   | Accounts Payable | BASHAS' CORPORATE OFFICE             | 267.12    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072375 | 12/26/2018   | Accounts Payable | BATTERIES PLUS (GLENDALE/CHANDLER)   | 217.02    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072376 | 12/26/2018   | Accounts Payable | BAUMAN HOME AND AUTO INC             | 240.48    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072377 | 12/26/2018   | Accounts Payable | BEGAY, SARAH MAE                     | 455.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072378 | 12/26/2018   | Accounts Payable | BOWMAN, GLORIA                       | 31.98     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072379 | 12/26/2018   | Accounts Payable | BRADCO                               | 22,148.27 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072380 | 12/26/2018   | Accounts Payable | BRAGIEL, MICHAEL T                   | 50.90     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072381 | 12/26/2018   | Accounts Payable | BURNHAM MORTUARY                     | 414.41    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072382 | 12/26/2018   | Accounts Payable | CELLULAR ONE NE AZ                   | 97.73     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072383 | 12/26/2018   | Accounts Payable | CONSOLIDATED ELECTRICAL DISTRIBUTORS | 103.18    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072384 | 12/26/2018   | Accounts Payable | CORRESCARE INTEGRATED HEALTH INC     | 96.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072385 | 12/26/2018   | Accounts Payable | CS&S COMPUTER SYSTEMS                | 26,200.02 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072386 | 12/26/2018   | Accounts Payable | DAVIS TRUE VALUE HARDWARE            | 15.26     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072387 | 12/26/2018   | Accounts Payable | DAY CUSTOMS AUTOMOTIVE               | 91.46     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072388 | 12/26/2018   | Accounts Payable | DIAMONDBACK TRUCK COVERS             | 6,504.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072389 | 12/26/2018   | Accounts Payable | DIRECTV LLC                          | 21.31     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072390 | 12/26/2018   | Accounts Payable | DISH NETWORK                         | 178.25    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072391 | 12/26/2018   | Accounts Payable | DUGDALE, BEN                         | 17.72     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072392 | 12/26/2018   | Accounts Payable | EMPIRE MACHINERY                     | 68.58     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072393 | 12/26/2018   | Accounts Payable | EVERBRIDGE INC                       | 23,648.28 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072394 | 12/26/2018   | Accounts Payable | FOUR CORNERS WELDING & GAS SUPPLY    | 73.65     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072395 | 12/26/2018   | Accounts Payable | FRONTIER                             | 102.79    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072396 | 12/26/2018   | Accounts Payable | FRONTIER                             | 242.88    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072397 | 12/26/2018   | Accounts Payable | FRONTIER                             | 5.15      |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072398 | 12/26/2018   | Accounts Payable | FRONTIER                             | 134.78    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072399 | 12/26/2018   | Accounts Payable | FRONTIER                             | 4,540.40  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072400 | 12/26/2018   | Accounts Payable | FRONTIER                             | 135.01    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072401 | 12/26/2018   | Accounts Payable | FRONTIER                             | 75.97     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072402 | 12/26/2018   | Accounts Payable | FRONTIER                             | 56.83     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072403 | 12/26/2018   | Accounts Payable | FRONTIER                             | 24.79     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072404 | 12/26/2018   | Accounts Payable | FRONTIER                             | 216.49    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072405 | 12/26/2018   | Accounts Payable | FRONTIER                             | 267.84    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072406 | 12/26/2018   | Accounts Payable | FRONTIER                             | 100.14    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072407 | 12/26/2018   | Accounts Payable | GREER, YVETTE L                      | 955.61    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072408 | 12/26/2018   | Accounts Payable | GREER COMMUNITY FACILITIES           | 833.56    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072409 | 12/26/2018   | Accounts Payable | GREER COMMUNITY FACILITIES           | 833.56    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072410 | 12/26/2018   | Accounts Payable | GREER COMMUNITY FACILITIES           | 833.56    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072411 | 12/26/2018   | Accounts Payable | GREER COMMUNITY FACILITIES           | 833.56    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072412 | 12/26/2018   | Accounts Payable | HAMBLIN & ASSOCIATES LLC             | 5,700.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072413 | 12/26/2018   | Accounts Payable | HATCH CONSTRUCTION                   | 1,960.16  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072414 | 12/26/2018   | Accounts Payable | HILL AZ GROCERY STORE                | 15.21     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072415 | 12/26/2018   | Accounts Payable | HILLYARD/FLAGSTAFF                   | 491.19    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072416 | 12/26/2018   | Accounts Payable | HOME DEPOT                           | 981.99    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072417 | 12/26/2018   | Accounts Payable | INGRAM LIBRARY SERVICES              | 510.95    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072418 | 12/26/2018   | Accounts Payable | JOHNSTONE SUPPLY                     | 1,637.35  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072419 | 12/26/2018   | Accounts Payable | KETTLE EMBROIDERY LLC                | 55.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072420 | 12/26/2018   | Accounts Payable | KONICA MINOLTA                       | 277.21    |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee                                      | Amount    |
|--------|---------------------------------|-------|---------|--------------|------------------|--------------------------------------------|-----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072421 | 12/26/2018   | Accounts Payable | LESUEUR ADVANCE AUTOMOTIVE LLC             | 444.90    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072422 | 12/26/2018   | Accounts Payable | LOOMIS                                     | 671.80    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072423 | 12/26/2018   | Accounts Payable | LOWES COMPANIES INC                        | 348.95    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072424 | 12/26/2018   | Accounts Payable | MANUFACTURED HOUSING EDUCATIONAL INSTITUTE | 199.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072425 | 12/26/2018   | Accounts Payable | MERRILL, DAYSON                            | 6,005.26  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072426 | 12/26/2018   | Accounts Payable | NAPA                                       | 39.26     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072427 | 12/26/2018   | Accounts Payable | NAVOPACHE ELECTRIC COOPERATIVE             | 3,597.02  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072428 | 12/26/2018   | Accounts Payable | NICHOLSON, JULIE ANN                       | 43.70     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072429 | 12/26/2018   | Accounts Payable | OCCUPATIONAL SAFETY SERVICES               | 56.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072430 | 12/26/2018   | Accounts Payable | OFFICE DEPOT                               | 105.46    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072431 | 12/26/2018   | Accounts Payable | OVERDRIVE INC                              | 1,034.37  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072432 | 12/26/2018   | Accounts Payable | PARRACK (HIGH COUNTRY AWARDS), BRIAN K     | 68.97     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072433 | 12/26/2018   | Accounts Payable | PATTERSON, DENNIELLE                       | 168.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072434 | 12/26/2018   | Accounts Payable | PATTERSON, RYAN N                          | 33.41     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072435 | 12/26/2018   | Accounts Payable | PREMIUM PROPANE LLC                        | 297.84    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072436 | 12/26/2018   | Accounts Payable | PRO PETROLEUM                              | 20,118.05 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072437 | 12/26/2018   | Accounts Payable | QUALITY CARQUEST                           | 370.44    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072438 | 12/26/2018   | Accounts Payable | QUILL CORP                                 | 3,230.01  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072439 | 12/26/2018   | Accounts Payable | RACHER'S OFFICE EQUIPMENT                  | 559.50    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072440 | 12/26/2018   | Accounts Payable | RELIABLE BACKGROUND SCREENING              | 691.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072441 | 12/26/2018   | Accounts Payable | REST UR RUMP                               | 165.80    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072442 | 12/26/2018   | Accounts Payable | RUSH TRUCK CENTER                          | 389.66    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072443 | 12/26/2018   | Accounts Payable | SAFETY BELT SAFE USA                       | 320.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072444 | 12/26/2018   | Accounts Payable | SAFEWAY INC                                | 109.13    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072445 | 12/26/2018   | Accounts Payable | SANDERS UNIFIED SCHOOL DISTRICT            | 1,300.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072446 | 12/26/2018   | Accounts Payable | SAUL'S CREEK ENGINEERING INC               | 7,920.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072447 | 12/26/2018   | Accounts Payable | SECURUS TECHNOLOGIES INC                   | 897.91    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072448 | 12/26/2018   | Accounts Payable | SHIRLEY, JOE Junior                        | 415.26    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072449 | 12/26/2018   | Accounts Payable | SIERRA PROPANE                             | 341.37    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072450 | 12/26/2018   | Accounts Payable | SOURCEHOV                                  | 598.74    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072451 | 12/26/2018   | Accounts Payable | ST JOHNS EMERGENCY SERVICES                | 1,021.03  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072452 | 12/26/2018   | Accounts Payable | ST JOHNS UNIFIED SCHOOL DIST               | 102.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072453 | 12/26/2018   | Accounts Payable | STAN'S DIESEL AND PERFORMANCE              | 25.00     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072454 | 12/26/2018   | Accounts Payable | SW ECOLOGY LLC                             | 1,070.00  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072455 | 12/26/2018   | Accounts Payable | THE POUR STATION                           | 105.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072456 | 12/26/2018   | Accounts Payable | THOMPSON, ALENA                            | 400.00    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072457 | 12/26/2018   | Accounts Payable | TJP COMMUNICATIONS                         | 18,005.59 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072458 | 12/26/2018   | Accounts Payable | TYLER TECHNOLOGIES INC                     | 86,535.02 |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072459 | 12/26/2018   | Accounts Payable | ULINE INC                                  | 1,288.49  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072460 | 12/26/2018   | Accounts Payable | UNITED RENTALS                             | 81.51     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072461 | 12/26/2018   | Accounts Payable | UNITED TRUCK AND EQUIPMENT INC             | 368.10    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072462 | 12/26/2018   | Accounts Payable | VALLEY AUTO PARTS                          | 1,013.19  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072463 | 12/26/2018   | Accounts Payable | VERIZON WIRELESS                           | 849.80    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072464 | 12/26/2018   | Accounts Payable | WHITE MOUNTAIN PUBLISHING CO               | 20.93     |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072465 | 12/26/2018   | Accounts Payable | WHITE MOUNTAIN RADIOLOGY                   | 155.58    |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072466 | 12/26/2018   | Accounts Payable | WHITE MOUNTAIN REGIONAL MEDICAL CENTER     | 2,576.38  |
| Open   | NBAZ - Warrant Clearing Account | Check | 1072467 | 12/26/2018   | Accounts Payable | WOODLAND BUILDING CENTER                   | 1,825.46  |



| Status | Bank Account                    | Type  | Number  | Payment Date | Source           | Payee              | Amount   |
|--------|---------------------------------|-------|---------|--------------|------------------|--------------------|----------|
| Open   | NBAZ - Warrant Clearing Account | Check | 1072468 | 12/26/2018   | Accounts Payable | WRIGHT EXPRESS FSC | 1,234.25 |

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

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

Request approval of the minutes dated December 4, 2018.

BOS Meeting Date Requested 1/2/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING  
December 4, 2018  
St. Johns, Arizona

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

Chairman Shepherd called to order the Board of Supervisors meeting at 8:40 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Chris Sexton gave the invocation.

Keri Pena led the Pledge of Allegiance.

Chairman Shepherd called for the Health District Items.

Chris Sexton, Health Director, Submitted the Clinical Services Quarterly Update for the 1<sup>st</sup> quarter. No action was needed or taken.

Chris Sexton, Health Director, requested approval of a sub-contract with Rama Preder, RN for Clinical Services and has been budgeted for in FY19. **Mr. Shirley moved approval, seconded By Mr. Simshauser.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

Chief Deputy Sheriff Brannon Eagar presented a lifesaving award to Jail Nurse Destiny Kirk and a commendation to Cpl. Raymond Rhodes for their quick actions that resulted in saving the life of a newborn baby and her mother. Chairman Shepherd thanked Nurse Kirk and Corporal Rhodes for their quick action and dedicated service in saving the lives of mother and baby.

The Board of Supervisors sat as the Board of Equalization to grant the following Petition for Review of Notice of Change for the following appeal: Andrew & Donna Clifton, parcel 101-16-024. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson presented the item for possible input to the Arizona State Board of Geographic and Historic Names to rename portions of roads within Apache County. The proposed names are:

- Docket 2018-04 Navajo Code Talker Highway – State Route 264 (under Navajo Nation Division of Transportation jurisdiction.)



- Docket 2018-05 Hopi Code Talker Highway – State Route 264 (under Hopi Department of Transportation jurisdiction.)
- Docket 2018-07 Native American Women Veterans Highway – U.S. Route 160 (Mile Post 470 to 311).

**Mr. Shirley moved to approve the proposed names, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-D and recommended approval. **Mr.**

**Simshauser moved approval, seconded by Mr. Shirley.** County Manager/Clerk of the Board:

A. Request approval of demands as distributed to the Apache County Board of Supervisors between November 13, 2018 and December 4, 2018. Payee Amount ADVANCED EXERCISE EQUIPMENT LLC 1,669.62 AZ STATE GOVERNMENT 79,602.91 BAUMAN HOME AND AUTO INC 1,383.06 BILLS DISCOUNT AUTO PARTS (NAPA) 2,566.47 BOB BARKER COMPANY INC 2,739.31 BRADCO 21,287.62 COCONINO COUNTY 4,080.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS 3,133.16 CONTINUANT INC 1,015.20 EMPIRE MACHINERY 1,145.79 FILEONQ INC 3,920.60 FRONTIER 1,824.75 GLAXO SMITHKLINE PHARMACY 3,133.33 GOLIGHTLY TIRE 1,190.12 HEAP, KLINT 1,368.01 JCG TECHNOLOGIES INC 3,206.13 KELLER, CLETA 1,682.34 MCCOOK BOILER AND PUMP COMPANY 2,994.00 MERCK SHARP & DOHME CORP 3,530.31 NATIONAL BANK OF ARIZONA 0186 6,243.55 NATIONAL BANK OF ARIZONA 0285 1,084.06 NAVAJO TRIBAL UTILITY AUTHORITY 3,060.75 PERFECT PRINTZ LLC 1,269.94 QUILL CORP 6,532.17 RDO EQUIPMENT CO 1,911.29 REIDHEAD SAND AND ROCK 4,994.23 SEQIRUS USA INC 4,319.87 SIMPSON, VALERIE 1,284.77 SW ECOLOGY LLC 1,020.09 TEN COW COMPANY INC 2,580.67 THE AARONS COMPANY LLC 3,000.00 TRINITY SERVICES GROUP INC 23,289.84 US CORRECTIONS LLC 1,446.00 VALLEY AUTO PARTS 1,037.21 VERIZON WIRELESS 5,578.16 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,520.33 WRIGHT EXPRESS FSC 3,100.95 APACHE COUNTY HSA 3,433.33 APACHE COUNTY MEDICAL 173,093.40 APACHE COUNTY TAX WITHHOLDING 139,822.36 ASRS LEGACY EORP 5,741.39 AZ STATE RETIREMENT SYSTEM 105,906.75 COLONIAL LIFE AND ACCIDENT INS 1,569.03 CORRECTIONS OFFICER RET PLAN 9,525.10 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,948.79 EORP LEGACY 2,723.78 NATIONWIDE 1,827.81 NATIONWIDE TRUST FSB 3,331.93 PUBLIC SAFETY PERSONNEL 401 16,184.62 PUBLIC SAFETY SHERIFF RET 44,151.92 SUPPORT PAYMENT CLEARINGHOUSE 1,606.39 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,538.37 ARCHER MANUFACTURING 2,280.00 BAUMAN HOME AND AUTO INC 1,011.35 BLUE HILLS ENVIRONMENTAL 1,643.86 BRADCO 13,607.79 BREWER LAW OFFICE PLLC 8,500.00 BURNHAM MORTUARY 1,000.00 DIAMOND DRUGS INC 2,329.04 DOYLES AUTO BODY INC 1,301.14 EMPIRE MACHINERY 2,660.43 FX TACTICAL LLC 4,517.84 HAMBLIN LAW OFFICE PLC 8,500.00 HILLYARD/FLAGSTAFF 2,938.25 HUBBARD MERRELL ENGINEERING CORPORATION 3,951.25 JURY SYSTEMS INCORPORATED 1,034.00 KATHLEEN M MCGUIRE PSY D LLC 1,855.00 LEGATE, PENROD & ASSOCIATES 8,500.00 NAVOPACHE ELECTRIC COOPERATIVE 9,833.52 PATTERSON, DANA BRYCE 8,500.00 PLATT DDS, RANDOLPH 1,129.00 QUILL CORP 3,037.24 ROAD MACHINERY LLC 7,491.70 SCHIFF, LAURENCE 1,600.00 SECURUS TECHNOLOGIES INC 3,037.85 TJP COMMUNICATIONS 1,047.65 TRUCK PRO DBA AZ BRAKE & CLUTCH

SUPPLY 1,041.51 US POSTMASTER 2,509.67 BLOCKBUSTER INC 67,000.00  
 ADHS AZ HEALTH CARE COST 22,400.00 ASHTONS REPAIR INC 1,357.78  
 AUTOMATED ELECTION SERVICES 9,113.76 AZLGEBT 4,350.00 BRADCO  
 19,475.90 COVERT TRACK GROUP INC 1,995.00 EBSCO SUBSCRIPTION SERVICES  
 2,677.76 ELECTION SYSTEMS AND SOFTWARE 20,556.60 FLAGSTAFF LOCK & KEY  
 LLC 3,500.00 FRONTIER 1,213.20 FRONTIER 4,569.19 GMCO CORPORATION  
 4,201.56 HOME DEPOT 1,592.06 IKARD & NEWSOM 1,411.18 INGRAM LIBRARY  
 SERVICES 1,258.60 JM PUBLISHING 1,120.00 LOOMIS 2,015.40 MOORE LAW FIRM  
 PLLC 1,001.00 NAVOPACHE ELECTRIC COOPERATIVE 2,723.59 NEWMAN SIGNS INC  
 1,619.66 OMNISOURCE UNITED INC 1,436.12 PFIZER INC 3,529.24 PIMA COUNTY  
 MEDICAL 6,900.00 PINAL COUNTY ARIZONA 10,850.00 PITNEY BOWES RESERVE  
 ACCOUNT 10,000.00 QUILL CORP 2,059.13 REDW LLC 1,750.00 RIGG LAW FIRM  
 PLLC 2,002.00 SPRINGVILLE AUTO WRECKERS 1,910.00 ST JOHNS CITY 2,008.45  
 THOMSON REUTERS WEST 5,534.16 US CORRECTIONS LLC 1,009.50 WHITE  
 MOUNTAIN EYE INSTITUTE PLC 1,777.50 YOUNGS FUTURE TIRE 5,815.13  
 AZ DEPT OF REVENUE 3,106.12 SMITH, HOLLY NICOLE 2,847.50 UDALL, BOWEN  
 ETHAN 1,030.00 UDALL, MICHAEL WILLIAM 1,030.00 DART DRONES LLC  
 10,700.00 AMERIGAS - GALLUP 1,540.00 AZ COUNTIES INSURANCE POOL  
 4,364.47 AZ DEPT OF HEALTH SERVICES 1,295.00 AZ STATE GOVERNMENT  
 1,000.00 BEGAY, MARLEITA 1,531.34 BOB BARKER COMPANY INC 1,481.24  
 BRADCO 14,171.49 CHEVRON USA INC 1,050.84 CRESTLINE SPECIALTIES INC  
 1,143.00 EMPIRE MACHINERY 3,731.46 FOUR CORNERS WELDING & GAS SUPPLY  
 3,395.60 GUST ROSENFELD PLC 4,599.70 HILLYARD/FLAGSTAFF 2,194.57  
 INGRAM LIBRARY SERVICES 3,301.92 NACO 1,430.00 NAVAJO TRIBAL UTILITY  
 AUTHORITY 2,236.80 NAVOPACHE ELECTRIC COOPERATIVE 9,991.65  
 NORCHEM DRUG TESTING LABORATORY 1,689.05 PREMIUM PROPANE LLC  
 1,702.18 QUILL CORP 2,537.85 SECURUS TECHNOLOGIES INC 1,123.57  
 SOUTHERN COUNTIES OIL COMPANY 19,202.58 SURFACE CONTRACTING INC  
 1,620.00 VALLEY AUTO PARTS 1,229.53 VERIZON WIRELESS 4,036.73  
 WESTLAND RESOURCES INC 1,686.15 YELLOWHORSE, JAY 1,166.39  
 APACHE COUNTY TAX WITHHOLDING 152,331.24 ASRS LEGACY EORP  
 5,741.39 AZ STATE RETIREMENT SYSTEM 111,041.11 CORRECTIONS OFFICER RET  
 PLAN 9,518.10 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,727.82  
 EORP LEGACY 2,723.78 NATIONWIDE TRUST FSB 3,390.13 PUBLIC SAFETY  
 PERSONNEL 401 16,184.62 PUBLIC SAFETY SHERIFF RET 50,270.91 BASHAS'  
 CORPORATE OFFICE 24,978.36 LAMM, DAVID 1,706.12 Demands are payments made, or  
 to be made, by the County. Specific details of the demands may be requested through the  
 County public record request process. B. Request approval of the minutes dated November 13,  
 2018 and November 20, 2018. C. Request approval of the tax exemption for the Lone Wolf  
 Museum for parcel 102-57-040 pursuant to ARS 42-11153. The exemption was filed late due to  
 an administrative oversight within the organization. Engineering Department: D. Request  
 approval of relocation reimbursement in the amount of \$500, in accordance with the Apache  
 County Human Resources Policy Manual, Section 1.7 for newly hired GIS Manager, Zachary  
 Pemberton. Vote was unanimous.

Mr. Patterson presented the item for the selection of the Board of Supervisors Chairman and Vice Chairman for 2019. Mr. Simshauser moved to approve Dr. Shirley as chairman and Supervisor Shepherd to serve as Vice Chairman for 2019. Dr. Shirley accepted the nomination. Mr. Shepherd stated he appreciated the nomination and supported the selection of Dr. Shirley as chairman, but he would rather just serve as a member of the Board and would like Mr. Simshauser to serve as vice chairman for 2019. Supervisor Simshauser thanked Chairman Shepherd, and accepted the nomination and change to the motion. **Mr. Shepherd seconded the motion.** Vote was unanimous.

Mr. Patterson requested approval of the 2019 Board of Supervisors meeting schedule. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson requested approval of a Liquor License Application recommendation for Steve Gordon, Firestone Pizza, located at 7 County Road Highway 61, Concho, Arizona. Mr. Patterson stated no protests were received and recommended approval. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, on behalf of District III, requested approval of Exhibit A, certifications, and assurances related to acceptance of Grant Award #GRT-18-000713-T through the Arizona Department of Transportation's 5310 grant. Ms. Bazarro stated this is to fund a van in tandem with the Round Valley Senior Center. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Chairman Shepherd presented the item regarding possible approval to move Emergency Management under the direction of the Board of Supervisors. Mr. Shepherd provided an overview of the emergency management department and stated several years ago it was moved under the Sheriff Office. Mr. Shepherd stated (because of the open meeting law) this is the only way the Board can have a discussion on this issue. Mr. Shepherd stated if emergency management is put back under the county manager, a new director would need to be hired. Mr. Shepherd stated he asked the county attorney to make an assessment on this and information was sent to the board members but one of the questions he didn't see addressed, was how the department would be transferred back over without any delay and how the transition would be done. Mr. Shirley stated he hasn't had time to review any written material and would like to defer this issue until he can talk with the sheriff and find out the reason why it was transferred to the sheriff to begin with. Mr. Simshauser stated like Supervisor Shirley, he also would like to know the pros and cons and would like emergency management, the county manager and finance to put a report together for the board on how things are going that will help the board make an informed decision. Mr. Shepherd asked Chief Eagar to brief the sheriff on today's discussion. Mr. Shepherd stated he wants to ensure emergency management is addressing the potential emergency issues throughout the county. Mr. Shepherd stated he has no problem with deferring this issue until the other board members are ready to bring it back for discussion, he just thinks there are some things that can be done more efficiently for the county as a whole. Chief Eagar stated the sheriff had planned to be in attendance today but had vehicle problems this morning. Chief Eagar stated he will provide any information the board would like to see regarding emergency management. Chief Eagar stated it would be helpful if a list of what the Board would like to see is sent to him and he will work on getting it a report as soon as possible. Chief Eagar



stated if emergency management is moved, there is one full time employee that is paid from the grant. No action was taken.

Chairman Shepherd provided notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed.

- Eastern Arizona Counties Organization meeting on December 12, 2018 at 10:00 a.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.
- Small County Forum on December 12, 2018 at 5:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.
- The County Supervisors Association meeting on December 13, 2018 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

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

**Mr. Shirley moved to adjourn the meeting at 9:02 a.m., seconded by Mr. Simshauser. Vote was unanimous**

Approved this 2<sup>nd</sup> day of January 2019.

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Dr. Joe Shirley, Jr.  
Chairman of the Board

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Ryan N. Patterson  
Clerk of the Board

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

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

County Manager: Discussion and possible approval of the job description for the Public Fiduciary and instruct the County Manager and the County Attorney's Office to fill the position.

BOS Meeting Date Requested 1/2/19

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**PRE-AGENDA ITEM REVIEW**

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

**PUBLIC FIDUCIARY**

Effective Date: 1/2/2019  
Range: 57  
Annual Salary: \$51,818--\$77,727

**NATURE OF WORK & FUNDING:**

Receiving funding from the Health Department, and under the general direction of the County Manager, the Public Fiduciary is responsible for implementing the County's responsibilities pursuant to A.R.S. §36-831 regarding the disposition of indigent decedents, which requires performing work of considerable difficulty in administering all activities pertaining to such statutory duties. These duties relate to the provision of fiduciary services for those persons or decedents' estates in need of guardianship, conservatorship or administration for whom there is no person or corporation qualified and willing to act in that capacity.

**TYPICAL DUTIES:**

(Illustrative Only)

- Plans, organizes, coordinates and directs the functions of the Public Fiduciary Office in accordance with the Arizona Revised Statutes, the Arizona Code of Judicial Administration, the Arizona Rules of Probate Practice, Administrative Orders of the Supreme Court and Superior Court, and the National Standards and Ethics for Guardians.
- Administers guardianships, conservatorships, decedent's estates and court investigations consistent with federal and state laws.
- Selects, plans, assigns, supervises and evaluates the work of personnel and providers to ensure the well being of the Ward, Protected Person or Vulnerable Adult and at-risk minors.
- Properly marshals and titles client financial accounts to ensure asset security and future accountability.
- Personally assesses and monitors Wards by visiting their residential or medical facilities. Triage issues expressed by the client consistent with the individual ward's needs and capabilities and available assets.
- Investigates and authorizes requests for transactions to and from the client's accounts.
- Meets with and confers with various agencies, providers and/or individuals to establish and continue ongoing person-centered planning on behalf of the client.
- Determines the proper course of action based on informed decision making and consultation with the client, their family, medical personnel and with consideration of any advanced directives or testamentary documents, or living will regarding the ward.
- Investigates and makes decisions regarding the acceptance of a new case.
- Probates Estates.
- Ensures the accurate and timely filing of mandatory legal reports and other legal instruments.
- Attends court hearings and provides testimony when required.
- Inventories ward's/decedent's property, retains important documents and financial information, and searches for next of kin. Arranges for the appraisal and storage of real and personal property until sale or other disposition.
- Makes funeral arrangements. Investigates, screens, plans, directs, supervises, and authorizes indigent cremations/burial.
- Establishes and maintains effective working relationships with State agencies, health care facilities and the public.
- Prepares and presents oral and written reports and responds to requests for information.
- Directs related administrative activities including: preparation of Public Fiduciary Office budget and execution of the budget, purchasing, personnel, reports and correspondence.
- Evaluates Public Fiduciary Office effectiveness.



- Acts as Accounting Auditor for all accountings submitted to the Apache County Superior Court. Performs a forensic analysis of all accountings and provides the Court with an Accounting Report. The report will consist of any finding such as discrepancies, failure to provide back-up documentation for income and expenses. The report will conclude with a recommendation to approve or deny the accounting.
- Serve as Court appointed Guardian Ad-Litem, in high conflict domestic relations cases, where there is no independent person to protect the well-being of the child or children. Will monitor the child or children through monthly visits with the intent to determine if counseling or other beneficial services are necessary in mitigating any negativity or suffering the child or children may be experiencing.
- Analyzes and resolves complex and/or highly sensitive issues.
- Develops policies and procedures for the Public Fiduciary Office to ensure compliance with fiduciary statutes and standards of practice.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

Thorough knowledge of:

- Statutes, laws, rules & regulations pertaining to guardianships, conservatorship & decedent's estates (A.R.S. §14-5601 et seq., A.R.S. § 36-831, A.R.S. §32-1365.02, A.R.S. §11-600, Arizona Code of Judicial Administration Part 7 Chapter 2 Section 7-202, Arizona Rules of Probate Procedure, and other statutes, rules and laws);
- Accounting practices and procedures applying to fiduciary relationships;
- Judicial procedures relating to fiduciary relationships;
- Community resources and social services agencies;
- Budget development & financial control of program funds; and
- Principles of management & supervision.

Working skill in:

- Evaluating complex situations and making decisions based on legal precedent, statutes, rules and laws;
- Interviewing and collection of information;
- Conflict resolution;
- Clear communications; and
- Accounting, property inventory and implementation of rules and regulations governing guardianships, conservatorships and decedents' estates.

Ability to:

- Establish and maintain effective working relationships with employees, other agencies and the public, even in stressful situations;
- Plan, organize and supervise others;
- Prepare and maintain records and files;
- Respond to common inquiries or complaints from customers, regulatory agencies or members in the business community;
- Follow written and verbal instructions;
- Lift 40 pounds of dead weight; and
- Prepare clear, accurate and comprehensive reports and memoranda.

### **MINIMUM QUALIFICATIONS:**

Must be licensed in Arizona at the time of appointment or in good standing with the Arizona Fiduciary Board within three months of the statutory minimums. License must be maintained as a condition of employment. Must maintain a valid Arizona Driver's License. Must obtain and maintain a fingerprint clearance card. Bachelor's Degree in Social Services, Psychology or a closely related field is desirable. Five (5) years of professional, medical services and administration, accounting experience or Social Service experience, with two (2) years of progressively responsible management experience; or, any combination of education, training or work experience which demonstrates the ability to perform the duties of the position.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

12/28/2018

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

Apache County Treasurer

Date/Signature: W Begay 12/17/2018

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total tax to be abated: 967.71, Total Interest to be abated: 756.68; Total fees to be abated: 35.00. For a total of 1759.41. For a list of parcels included in the abatement, see the attached backup.

BOS Meeting Date Requested January 2, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials RB



Apache County Treasurer  
Certificate of Removal and Abatement

January, 2 2019

| AB # | ACCOUNT # | PARCEL #    | OWNER             | TAX YEARS | TAX       | INTEREST  | PENALTY  | TOTAL     | ARS         |
|------|-----------|-------------|-------------------|-----------|-----------|-----------|----------|-----------|-------------|
| 266  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2015      | \$ 147.03 | \$ 45.09  | \$       | \$ 192.12 | 42-18351111 |
| 267  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2014      | \$ 146.45 | \$ 65.34  | \$       | \$ 214.79 | 42-18351111 |
| 268  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2013      | \$ 118.55 | \$ 74.29  | \$       | \$ 192.84 | 42-18351111 |
| 269  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2012      | \$ 119.70 | \$ 94.36  | \$       | \$ 213.46 | 42-18351111 |
| 270  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2011      | \$ 122.99 | \$ 116.43 | \$       | \$ 239.42 | 42-18351111 |
| 271  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2010      | \$ 112.38 | \$ 129.00 | \$       | \$ 247.26 | 42-18351111 |
| 272  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2009      | \$ 82.46  | \$ 73.12  | \$       | \$ 141.58 | 42-18351111 |
| 273  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2008      | \$ 56.37  | \$ 64.76  | \$       | \$ 110.15 | 42-18351111 |
| 274  | 80051728  | 207-71-001A | STATE OF ARIZONA  | 2007      | \$ 41.64  | \$ 69.24  | \$       | \$ 112.88 | 42-18351111 |
| 275  | 80100224  | 104-12-009K | MILC HOLDINGS LLP | 2015      | \$ 44.12  | \$ 15.35  | \$ 35.00 | \$ 94.49  | 42-18351111 |

\*Subdivisor: LAGAR TOWNSHIP, Block 76 (lot 2 Section 4 Township 35N Range 29E NE CORNER OF LOT 2  
W107.11; TO POB 570; W14.57; N70; 114.57; POB

Sub-Total of Real Property

\$ -967.71

\$ -967.71

\$ -967.71

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Sub-Total of Personal Property

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Total

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Allison Lee Shepherd  
Board Chairman

Date



# Statement of Taxes Due

## APACHE COUNTY TREASURER

Account Number R0108224

Parcel 10412009K

**Legal Description**

**Situs Address**

Subdivision: EAGAR TOWNSITE Block: 26 Lot: 2 Section: 4 Township: 8N Range: 29E NE  
CORNER OF LOT 2 W107.11; TO POB S70; W14.57; N70; E14.57; POB

Account: R0108224  
KFLLC HOLDINGS LLP  
C/O: GREGORY H COOK, PARTNER  
2433 W PLACITA DESIERTO MORADO  
TUCSON, AZ 85705

| Year                                    | Tax     | Adjustments | Interest | Fees    | Payments | Balance        |
|-----------------------------------------|---------|-------------|----------|---------|----------|----------------|
| <b>Tax Charge</b>                       |         |             |          |         |          |                |
| 2018                                    | \$5.40  | (\$5.40)    | \$0.00   | \$0.00  | \$0.00   | \$0.00         |
| 2017                                    | \$5.92  | (\$5.92)    | \$0.00   | \$0.00  | \$0.00   | \$0.00         |
| 2016                                    | \$9.14  | (\$9.14)    | \$0.00   | \$0.00  | \$0.00   | \$0.00         |
| 2015                                    | \$8.64  | \$0.00      | \$4.49   | \$25.00 | \$0.00   | \$38.13        |
| Total Tax Charge                        |         |             |          |         |          | \$38.13        |
| <b>County-Held Lien</b>                 |         |             |          |         |          |                |
| 2015 Lien: 2017-56094                   | \$35.48 | \$0.00      | \$10.88  | \$0.00  | \$0.00   | \$46.36        |
| 2015                                    | \$0.00  | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00        |
| Total County-Held Lien                  |         |             |          |         |          | \$56.36        |
| <b>GRAND TOTAL</b>                      |         |             |          |         |          | <b>\$94.49</b> |
| <b>Grand Total Due as of 01/02/2019</b> |         |             |          |         |          | <b>\$94.49</b> |

Make payment to:

Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629

To pay online go to [www.co.apache.az.us/treasurer](http://www.co.apache.az.us/treasurer)

Interest accrues the 1st of every month

# Statement of Taxes Due

## APACHE COUNTY TREASURER

Account Number R0049728

Parcel 20771001A

Legal Description

Situs Address

SEC 25, T20N, R28E, THE E2 OF SW4 OF SE4 OF SW4;

Account: R0049728  
STATE OF ARIZONA  
PO BOX 428  
ST JOHNS, AZ 85936

| Year                                      | Tax      | Adjustments | Interest | Fees    | Payments | Balance    |
|-------------------------------------------|----------|-------------|----------|---------|----------|------------|
| <b>Tax Charge</b>                         |          |             |          |         |          |            |
| 2018                                      | \$8.28   | \$0.00      | \$0.33   | \$0.00  | \$0.00   | \$8.61     |
| 2017                                      | \$109.72 | \$0.00      | \$16.82  | \$5.49  | \$0.00   | \$132.03   |
| 2016                                      | \$108.32 | (\$108.32)  | \$0.00   | \$0.00  | \$0.00   | \$0.00     |
| Total Tax Charge                          |          |             |          |         |          | \$140.64   |
| <b>County-Held Lien</b>                   |          |             |          |         |          |            |
| 2016 Lien: 2018-64316                     | \$144.55 | \$0.00      | \$21.20  | \$0.00  | \$0.00   | \$165.75   |
| 2016                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2015 Lien: 2017-55342                     | \$147.03 | \$0.00      | \$45.09  | \$0.00  | \$0.00   | \$192.12   |
| 2015                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2014 Lien: 2016-46822                     | \$146.45 | \$0.00      | \$68.34  | \$0.00  | \$0.00   | \$214.79   |
| 2014                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2013 Lien: 2015-20060                     | \$118.55 | \$0.00      | \$74.29  | \$0.00  | \$0.00   | \$192.84   |
| 2013                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2012 Lien:<br>2012_20771001A_000936<br>39 | \$119.70 | \$0.00      | \$94.16  | \$0.00  | \$0.00   | \$213.86   |
| 2012                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2011 Lien:<br>2011_20771001A_000863<br>55 | \$122.99 | \$0.00      | \$116.43 | \$0.00  | \$0.00   | \$239.42   |
| 2011                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2010 Lien:<br>2010_20771001A_000789<br>66 | \$117.38 | \$0.00      | \$129.90 | \$0.00  | \$0.00   | \$247.28   |
| 2010                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2009 Lien:<br>2009_20771001A_000722<br>29 | \$62.46  | \$0.00      | \$79.12  | \$0.00  | \$0.00   | \$141.58   |
| 2009                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2008 Lien:<br>2008_20771001A_000664<br>65 | \$45.39  | \$0.00      | \$64.76  | \$0.00  | \$0.00   | \$110.15   |
| 2008                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| 2007 Lien:<br>2007_20771001A_000619<br>87 | \$43.64  | \$0.00      | \$69.24  | \$0.00  | \$0.00   | \$112.88   |
| 2007                                      | \$0.00   | \$0.00      | \$0.00   | \$10.00 | \$0.00   | \$10.00    |
| Total County-Held Lien                    |          |             |          |         |          | \$1,930.67 |

# Statement of Taxes Due

## APACHE COUNTY TREASURER

|                    |                   |
|--------------------|-------------------|
| <b>GRAND TOTAL</b> | <b>\$2,071.31</b> |
|--------------------|-------------------|

|                                  |            |
|----------------------------------|------------|
| Grand Total Due as of 01/02/2019 | \$2,071.31 |
|----------------------------------|------------|

Tax Billed at 2018 Rates for Tax Area 1800 - SD#18, FD PUERCO, NORTHERN HEALTH CARE DIST

| Authority                   | Tax Rate     | Amount | Values                                                                   | Actual | Assessed |
|-----------------------------|--------------|--------|--------------------------------------------------------------------------|--------|----------|
| APACHE COUNTY               | 0.0059220000 | \$0.51 | VACANT LANDS<br>AND REAL<br>PROPERTY NOT<br>INCLUDED IN CLASS<br>1,3,... | \$575  | \$86     |
| APACHE COUNTY SCHOOL EQUALI | 0.0047410000 | \$0.41 |                                                                          |        |          |
| Taxes Billed 2018           | 0.0106630000 | \$0.92 |                                                                          |        |          |
|                             |              |        | Total                                                                    | \$575  | \$86     |

Tax Billed at 2018 Rates for Tax Area 1800 - SD#18, FD PUERCO, NORTHERN HEALTH CARE DIST

| Authority                   | Tax Rate     | Amount | Values                                                                   | Actual | Assessed |
|-----------------------------|--------------|--------|--------------------------------------------------------------------------|--------|----------|
| NORTHERN HEALTH CARE DIST   | 0.0361420000 | \$3.11 | VACANT LANDS<br>AND REAL<br>PROPERTY NOT<br>INCLUDED IN CLASS<br>1,3,... | \$575  | \$86     |
| FD PUERCO                   | 0.0325000000 | \$2.80 |                                                                          |        |          |
| APACHE COUNTY FD ASSISTANCE | 0.0008440000 | \$0.07 |                                                                          |        |          |
| APACHE COUNTY LIBRARY DIST  | 0.0030670000 | \$0.26 |                                                                          |        |          |
| APACHE COUNTY LIBRARY BOND  | 0.0010890000 | \$0.09 | Total                                                                    | \$575  | \$86     |
| APACHE COUNTY JAIL DIST     | 0.0019780000 | \$0.17 |                                                                          |        |          |
| APACHE COUNTY JAIL DIST - J | 0.0008890000 | \$0.08 |                                                                          |        |          |
| APACHE COUNTY PUBLIC HEALTH | 0.0024780000 | \$0.21 |                                                                          |        |          |
| NATIVE                      | 0.0005000000 | \$0.04 |                                                                          |        |          |
| APACHE COUNTY POST SECONDAR | 0.0014000000 | \$0.12 |                                                                          |        |          |
| APACHE COUNTY JR COLLEGE TU | 0.0037500000 | \$0.32 |                                                                          |        |          |
| Taxes Billed 2018           | 0.0846370000 | \$7.28 |                                                                          |        |          |

Tax Billed at 2018 Rates for Tax Area 1800 - SD#18, FD PUERCO, NORTHERN HEALTH CARE DIST

| Authority                   | Tax Rate     | Amount | Values | Actual | Assessed |
|-----------------------------|--------------|--------|--------|--------|----------|
| APACHE COUNTY FLOOD CONTROL | 0.0008610000 | \$0.08 | Total  | \$0    | \$0      |
| Taxes Billed 2018           | 0.0008610000 | \$0.08 |        |        |          |

Make payment to:

Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629

To pay online go to [www.co.apache.az.us/treasurer](http://www.co.apache.az.us/treasurer)

Interest accrues the 1st of every month



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

107501006 0100011

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

County Superintendent of Schools

Date/Signature: 12/19/2018

*R. Barry Williams*

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

Informational item: The Apache County School Superintendent is entering into an Intergovernmental Agreement with the Pinal County Superintendent of Schools for education services rendered to juveniles from Apache County that are being held in the Pinal County Juvenile Detention Center.

BOS Meeting Date Requested Jan. 2, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

*RP*

**January 2, 2019 Apache County Board of Supervisors meeting –**

This is an IGA between Apache County Superintendent of Schools and the Pinal County Superintendent of Schools for juvenile detention (HOPE) school education services.

The Apache County Superior Court contracts with Pinal County for juvenile detention services. Their agreement did not include the educational services that are required to be delivered to juveniles that are being held in detention.

The IGA being presented allows the Pinal County HOPE School to include Apache County juveniles with the required educational services as part of the Pinal County Schools' enrollment for reporting and funding. Apache County will not be compensated.

Apache County Attorney Joe Young and Pinal County Attorney James Fritz are in agreement with the terms of this IGA.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE PINAL COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
THE APACHE COUNTY SUPERINTENDENT OF SCHOOLS  
REGARDING HOPE SCHOOL  
EDUCATIONAL SERVICES**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the **PINAL COUNTY SCHOOLS SUPERINTENDENT'S OFFICE**, through its Superintendent of Schools ("Pinal County Schools") and the **APACHE COUNTY SCHOOLS SUPERINTENDENT'S OFFICE**, through its Superintendent of Schools ("Apache County Schools"), and collectively, the ("Parties").

WHEREAS Pinal County Schools, operates HOPE School to provide compulsory education for students needing an alternative instruction program; and Apache County Schools desires that Apache County students also be served by this educational program during their stay at the Pinal County Juvenile Detention Facility,

NOW, THEREFORE, Pinal County Schools and Apache County Schools mutually agree as follows:

**1. Purpose**

The purpose of the Agreement is to define the responsibilities of the parties in the development of education programs.

**2. Term**

The term of this Agreement shall be from October 2, 2017 to June 30, 2019. It shall automatically renew for successive one-year terms unless either party notifies the other of a request for revision or dissolution of the IGA. Notice of change sought for the upcoming fiscal year shall be in writing and must be sent by January 1 preceding the start of the fiscal year the following July 1st.

**3. Definitions**

- a. HOPE School: HOPE School provides an alternative educational program for students who are referred by Juvenile Courts Services.

**4. Duties of the Apache County Schools**

Apache County Schools shall:

- a. Work in cooperation with the Pinal County Schools and the parties shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.



- b. Apache County Schools agrees that all students being served by this Pinal County Schools educational program shall be counted as part of Pinal County Schools' enrollment for State reporting and funding. Apache County Schools will not be compensated.
- c. Work in cooperation with the Pinal County Schools pursuant to statutory obligations, to develop and deliver educational programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, SUBCH. I, § 6311) and the Title I and II Funds.
- d. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, SUBCH. I, § 6301 *et. seq.*; 20 USCA Ch. 70, SUBCH. I, Part D, § 6421 *et. seq.*, and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- e. Provide program reports, as requested by Apache County Schools, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

##### **5. Duties of the Pinal County Schools**

Pinal County Schools shall:

- a. Work in cooperation with the Apache County Schools and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b. Work in cooperation with the Apache County Schools pursuant to the Pinal County Schools' statutory obligations, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, SUBCH. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, SUBCH. I, § 6301 *et. seq.*; 20 SCA Ch. 70, SUBCH. I, Part D, § 6421 *et. seq.* and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- d. Pinal County Schools shall submit claim funding forms to Arizona Department of Education Finance Unit to be compensated for said juveniles.
- e. Work with the Arizona Department of Education in the preparation of the application for ESSA and associated funds for Fiscal Year 2018.

- f. Ensure the HOPE School detention education program is aligned to the Arizona College & Career Ready Standards as defined by criteria established by the State Board of Education.
- g. Maintain all education information and records in the juvenile's education files at the facility consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education rights and Privacy Act, (FERPA), 20 U.S.C. §1232g; A.R.S. § 15-141.
- h. Administer all state required achievement tests (i.e. AzMerit) to any student that is being detained on the scheduled date of testing as determined by the Arizona Department of Education.
- i. Implements the Child Find process as provided in 34 C.F.R. §300.111 et seq., for each student that is enrolled in the detention education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a detention setting, the IEP shall be amended in accordance with federal law.
- j. Warrant that the content and curriculum align with the Arizona College & Career Ready Standards and addresses the juvenile's educational needs as identified in their educational plan.
- k. Verify that that all juveniles' education plans will include provisions for transition. Transition planning will be consistent with federal IDEA, ESSA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include but are not limited to the Education and Career Action Plan (ECAP), Arizona Career Inventory System (AzCIS) and Merging Two Worlds.
- l. Ensure that all requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General will be followed.
- m. Ensure that a minimum of 181 total instructional days shall be conducted in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.
- n. Provide that all juveniles are enrolled in the education program within 48 hours of admission to the facility pursuant to A.R.S. §15-913(E)(1).

- o. Provide program reports, as requested by the Apache County Schools, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.
- p. Provide the following services for all students:
  - (1) Performing educational assessments given within 24 hours of enrollment that include, but are not limited to math, reading and language arts to align with the Arizona College & Career Ready Standards. This information shall be updated at a minimum of every six (6) months.
  - (2) Develop education plans within 48 hours of enrollment that include the results from an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.
  - (3) Request educational records from student's home school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). Upon receipt, update education plans accordingly.
  - (4) Coordinating the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913, or into public and/or alternative education placements.
  - (5) Supervising and assisting students to ensure they successfully complete assigned work while in the detention facility,
  - (6) Awarding transferable credits for work completed while in the detention facility.
  - (7) The opportunity for juveniles between sixteen (16) and eighteen (18) years of age to take the General Education Development (GED) test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative Code R7-2-307 (B)(2)(a) and (b).
  - (8) Developing a defined method of alternative education services for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file.

## **6. Confidentiality**

The Parties agree:



- a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act (IDEA) and regulations adopted thereunder, and applicable school policies.
- b. The Parties shall establish and maintain procedures and controls that are acceptable to the Apache County Schools for the purpose of assuring that no information contained in Apache County Schools records or obtained for Apache County Schools shall be disclosed by anyone, except as necessary in the performance of the duties as described in this Agreement. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties described in this Agreement.
- c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, Apache County Schools rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Apache County Superintendent, and Rule 123, Rules of the Apache County Superintendent. The parties shall establish and maintain procedures and controls that are acceptable to the Apache County Schools for the purpose of assuring that no information contained in its records or obtained from Apache County Schools or from others in carrying out its functions under the Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this Agreement. Persons requesting such information shall be referred to the Apache County Superintendent. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees of the Superintendent as required in the performance of duties under the Agreement, except upon the prior, written consent of the Apache County Superintendent.

## **7. Modification**

Any modification to this Agreement must be in writing and mutually executed by all parties, including transfer of funds to another county.

## **8. Termination**

This Agreement may be terminated by any party upon 30 days written notice to all parties by certified mail due to:

- a. lack of funding;
- b. statutory changes in the program;
- c. failure of any party to comply with this IGA;
- d. other circumstances necessitating such action.

**9. Rights and Duties of Parties Only**

The provisions of this Agreement govern the duties and responsibilities of the Parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

**10. Entire Agreement**

This Agreement contains the entire understanding of the Parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be in writing and signed by all parties to this agreement.

**11. Severability/Unenforceable Provisions Agreement**

The Parties agree that, should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect. This Agreement shall be deemed to have incorporated by reference all laws governing the (mandatory) contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

**12. Compliance with Non-Discrimination Laws**

The Parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

**13. Conflict of Interest**

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

**14. Legal Authority**

By entering into this Agreement, the Parties are not relieved of any obligation or responsibility imposed upon them by law.

**15. Worker's Compensation**

Pinal County Schools shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all

personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said that Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

**16. Relationship of the Parties**

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.

**17. No Third-Party Beneficiaries**

Nothing in the provisions of this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Pinal County Schools or Apache County Schools. This Agreement is not intended to benefit any third party.

**18. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401**

Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Apache County Superintendent may terminate this contract.

**19. Audits**

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all 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 of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

**20. Fingerprint and E-verify.**

If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.

**21. Non-discrimination.**

The Parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, 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 parties 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.

**22. Arbitration**

The 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.

**23. Disputes**

Should any dispute arise concerning this Agreement between the Pinal County Schools and the Apache County Schools, the Parties shall first meet and confer to resolve the issues. It is incumbent upon all Parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds. Should the effort to meet and confer not resolve the issues, the parties shall follow the dispute resolution procedures established in the Administrative Office of the Pinal County Superintendents, Policies and Procedures Manual No. 7.04 (C) and (D). If, after exhausting the administrative medias set forth in those provisions, the dispute is subject to the mandatory arbitration provisions of A.R.S. §12-133, the AOC and the parties shall submit the matter to arbitration in compliance with A.R.S. §12-1518.

**34. Notice**

All notices or other correspondence between the parties regarding this Agreement shall be mailed or delivered personally to the respective parties to the following addresses:

**Apache County Superintendent:**

Barry Williams  
Apache County Schools Superintendent  
75 N.1<sup>ST</sup> West  
P.O. Box 548  
St. Johns, Arizona

**Pinal County Schools Superintendent**

Mrs. Jill Broussard  
Pinal County Superintendent of Schools  
P.O. Box 769  
Florence, Arizona

**IN WITNESS WHEREOF**, the parties hereto have executed this **Intergovernmental Agreement** on the date written below.

**Pinal County Schools Office  
by:**

\_\_\_\_\_  
Jill Broussard, Superintendent

\_\_\_\_\_  
Date

**Pinal County Schools Counsel:**

\_\_\_\_\_  
Pinal County Attorney's Office

\_\_\_\_\_  
Date

**Apache County Schools  
by Superintendent:**

\_\_\_\_\_  
Barry Williams

\_\_\_\_\_  
Date

**Apache County Schools Counsel:**

\_\_\_\_\_  
Apache County Attorney's Office

\_\_\_\_\_  
Date

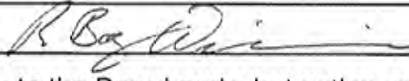
**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

FORM 5/17/12 A-100ap

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

County Superintendent of Schools

Date/Signature: 12/19/2018



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

Discussion and possible approval to enter into an Intergovernmental Agreement between the Governor's Office of Youth, Faith and Family and the Apache County School Superintendent. This grant will provide full funding for a contracted project manager to coordinate and implementation of the "Peer/Parent Substance Use Prevention Programming...".

BOS Meeting Date Requested Jan. 2, 2019

**PRE-AGENDA ITEM REVIEW**

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature





## Beth Bond

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**From:** Joe Young  
**Sent:** Thursday, December 27, 2018 12:44 AM  
**To:** Jennifer Himes  
**Cc:** Jill Hoover; Beth Bond  
**Subject:** Re: FW: Contract

I am fine with the document

On Dec 26, 2018 10:51 AM, Jennifer Himes <jhimes@apachecountyschools.net> wrote:  
Hi Joe,

Would you please review this IGA for us? We would like to have it for the BOS meeting on January 2<sup>nd</sup>.

Thank you,  
Jennifer Himes

**From:** Jill Hoover  
**Sent:** Wednesday, December 26, 2018 10:48 AM  
**To:** Jennifer Himes <jhimes@apachecountyschools.net>; Beth Bond <bbond@co.apache.az.us>  
**Subject:** Fw: Contract

Good morning!

Jennifer if you could please forward this to Joe Young and ask if he could review prior to the BOS meeting on January 2nd. I understand he may be on vacation but if he can review it we can keep this item on the agenda.

Beth,

Please keep the item on the agenda as it may be possible to get it reviewed.

Thank you so much!

Jill Hoover

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**From:** Alfreda Moore <amoore@az.gov>  
**Sent:** Friday, December 21, 2018 1:53:17 PM  
**To:** Barry Williams; Jill Hoover; Travis Price; Tonya Hamilton  
**Subject:** Contract

Good afternoon,

I am pleased to inform you that we have approved your contract for Year 3 of the Healthy Families-Healthy Youth Program. Please find the attached County School Superintendent IGA contract, as well as Attachments A and B for review.

Please have your legal counsel review and sign the contract and return a scanned copy to our office for final signatures.

**January 2, 2019 Apache County Board of Supervisors meeting –**

This is an IGA between Apache County Superintendent of Schools and the Governor's Office of Youth, Faith and Family (GOYFF).

This is the 3<sup>rd</sup> year that we have entered into an IGA with the GOYFF and engaged with schools in Apache County to participate in the "Peer/Parent Substance Use Prevention Programming..."

This agreement will provide full funding for our office to hire a contracted project manager to coordinate and implement the "Peer/Parent Substance Use Prevention Programming..." as well as reimbursement for schools to participate.

We are allowed to work with up to 3 schools and those have yet to be determined.

**INTERGOVERNMENTAL AGREEMENT  
NO. IGA-SABG-GR-19-100118-01**

**Between the  
STATE OF ARIZONA  
GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY  
And the  
APACHE COUNTY SCHOOL SUPERINTENDENT**

This Intergovernmental Agreement ("Agreement") is entered into by and between the State of Arizona, the Governor's Office of Youth, Faith and Family, located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 ("GOYFF" or "State of Arizona") and the Apache County School Superintendent, located at 75 North 1<sup>st</sup> West, P.O. Box 548, St. Johns, Arizona 85936.

WHEREAS, the United States Department of Health and Human Services provided funding to the Arizona Department of Health Services under the Substance Abuse Block Grant ("SABG"). The SABG is administered through the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services. The C.F.D.A. number is 93.959.

WHEREAS, the Arizona Health Care Cost Containment System provided Substance Abuse Block Grant Funding to the Governor's Office of Youth, Faith and Family under Interagency Service Agreement No. YH17-0006.

WHEREAS, A.R.S. §41-101.01 authorizes the Governor's Office of Youth, Faith and Family to execute and administer agreements and accept and expend any funds received from the federal government or any agency thereof.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services.

WHEREAS, A.R.S. §15-301 authorizes the Apache County School Superintendent to enter into agreements with other governmental entities and agencies in order to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, and municipal libraries within the county.

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this Agreement as follows:

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the Apache County School Superintendent's role in the development, coordination, and implementation of Peer/Parent Substance Use Prevention Programming in a county middle school selected by the Apache County School Superintendent.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

The term of the Agreement shall commence October 1, 2018, and shall remain in effect until June 30, 2019, contingent upon GOYFF's receipt of final SABG funding, unless terminated, canceled, or extended as otherwise provided herein.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The GOYFF agrees that regardless of its termination date with the Apache County School Superintendent, the Apache



County School Superintendent may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall be made in writing and signed by both parties.

### **III. DESCRIPTION OF SERVICES**

The Apache County School Superintendent shall:

1. Select and secure participation of three middle schools that will include the entire 7<sup>th</sup> grade student population.
2. Provide the GOYFF with the total number of students in 7<sup>th</sup> grade. This will determine the funding allocation amount to be provided to the school by GOYFF.
3. Identify a Project Manager from the Apache County School Superintendent's Educational Service Agency ("ESA") staff.
4. Ensure that the Project Manager attends all the training at the middle school site in January, 2019.
5. Ensure the County Superintendent's attendance at the two hour event at the middle school scheduled for February or March 2019.
6. Require that the Project Manager maintains regular contact with the middle school Project Coordinator to ensure the school's grant deliverables are met.
7. Provide services in accordance with this Agreement, which includes Attachment A (entitled *Scope of Work and Budget*, incorporated into this Agreement in its entirety) and Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).

The GOYFF shall:

1. Provide program oversight and engagement.
2. Offer technical assistance and communication.

### **IV. REPORTING REQUIREMENTS**

The Apache County School Superintendent shall submit invoices and programmatic reports detailing all services rendered in accordance with this Agreement on a monthly basis due the 15<sup>th</sup> of each month. Programmatic reports shall be entered in the GOYFF web portal. Financial reports/invoices shall be submitted using the GOYFF request for reimbursement template to be provided by GOYFF staff.

### **V. MANNER OF FINANCING**

The GOYFF shall:

1. Provide no more than \$18,315.70 to the Apache County School Superintendent, for costs associated with the activities listed in (i) Section III of this Agreement and (ii) Attachment A, entitled *Scope of Work and Budget*, incorporated into this Agreement in its entirety and (iii) Attachment B, entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety.
2. Provide payment upon receipt and approval of the invoices for services performed or goods received.

The Apache County School Superintendent shall:

1. Use the SABG funds received from GOYFF exclusively to support the activities outlined in (i) Section III of this Agreement, (ii) Attachment A, entitled *Scope of Work and Budget*, incorporated into this Agreement in its entirety and (iii) Attachment B, entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety.
2. Agree that all reimbursement of in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at <https://gao.az.gov/travel/welcome-gao-travel>. There shall be no reimbursement of out-of-state travel expenses.
3. All questions regarding the appropriate use of the SABG funds shall be resolved by mutual written agreement between the Apache County School Superintendent and the GOYFF.

#### **VI. DOCUMENTS INCORPORATED BY REFERENCE**

The State of Arizona's Uniform Terms and Conditions V9\_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at [https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9\\_%28Rev%207-1-2013%29.pdf](https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf). The Apache County School Superintendent warrants that it has read and understands the Uniform Terms and Conditions V9\_ (Rev 7-1-2013) and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

#### **VII. NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of the GOYFF/Arizona Office of the Governor under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the GOYFF/Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to Arizona Office of the Governor in the event this provision is exercised, and the GOYFF/Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### **VIII. INDEMNIFICATION**

To the fullest extent permitted by law, the Apache County School Superintendent shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Apache County School Superintendent or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such the Apache County School Superintendent 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Apache County School Superintendent from and against any and all claims. It is agreed that the Apache County School Superintendent will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Apache County School Superintendent 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 Apache County School Superintendent for the State of Arizona.



This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

**IX. INSURANCE**

The Apache County School Superintendent is a public entity and shall provide a certificate of self-insurance.

**X. OTHER**

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

The parties agree to follow all applicable laws, rules and regulations in the performance of work in furtherance of the Substance Abuse Block Grant initiative and this Agreement.

**XI. NOTICES**

The Apache County School Superintendent shall address all notices relative to this Agreement to:

Aldreda Moore  
Program Administrator  
Governor's Office of Youth, Faith and Family  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007

The GOYFF shall address all notices relative to this Agreement to:

Jill Hoover  
Chief Deputy  
Apache County School Superintendent  
75 North 1<sup>st</sup> West  
P.O. Box 548  
St. Johns, Arizona 85936

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**APACHE COUNTY SCHOOL  
SUPERINTENDENT**

**GOVERNOR'S OFFICE OF YOUTH,  
FAITH AND FAMILY**

\_\_\_\_\_  
R. Barry Williams                      Date  
Apache County School Superintendent

\_\_\_\_\_  
Maria C. Fuentes                      Date  
Director

\_\_\_\_\_  
Travis Price                      Date  
Compliance Finance and Procurement Manager  
Office of the Governor



## Scope of Work:

### County School Superintendent Offices will:

1. Select and secure participation of three middle schools. (Will include the entire 7<sup>th</sup> grade student population).
2. Provide Governor's Office of Youth, Faith and Family (GOYFF) with the number of students in 7<sup>th</sup> grade. This will determine the funding allocation amount to be provided to the school by GOYFF.
3. Identify a Project Manager from their Educational Service Agency (ESA) staff.
4. Ensure ESA Project Manager attends all the training at the middle school site in JANUARY.
5. Ensure County Superintendent attendance at the 2-hour event at the middle school in February or March event.
6. ESA Project Manager will maintain contact with the middle school Project Coordinator to ensure the school's grant deliverables are met.

# **Superintendents' Budget Proposal – Healthy Families- Healthy Youth**

| Category                   | Description                                                                                                                                                                        | Amount             |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Contracted Services        | Contracted services for Project Manager<br>\$25/hr x 350 hours = \$8,750.00                                                                                                        | \$8,750.00         |
|                            | Hours to cover up to 4 visits per school site,<br>coordination of training of school site personnel<br>and attending project events.                                               |                    |
| Travel/Lodging             | Travel is determined at the AZ State rate of \$.445<br>per mile & state lodging rate \$172.<br><br>\$.54 x 10,000 miles = \$5400<br>4 training trips to Phx/Tucson per diem \$1600 | \$8,000.00         |
| Supplies                   | Program materials - printed materials, copy paper,<br>envelopes, note pads, file folders, pens, pencils,<br>markers, binder clips, postage and internet.                           | \$1,500.00         |
| Other                      | Indirect Cost = .36%                                                                                                                                                               | \$65.70            |
|                            |                                                                                                                                                                                    |                    |
| <b>Total Project Costs</b> |                                                                                                                                                                                    | <b>\$18,315.70</b> |

**ATTACHMENT B**  
**REVISED FEDERAL TERMS AND CONDITIONS**

**I. KEY PERSONNEL**

It is essential that the Apache County School Superintendent train and provide adequate, experienced personnel, capable of and devoted to the successful accomplishment of projects that may be performed under this Agreement. The Apache County School Superintendent must agree to assign experienced individuals to project positions.

- A. The Apache County School Superintendent agrees that, once assigned to work on a project under this Agreement, key personnel should not be removed or replaced without prior written notice to the GOYFF.
- B. If key personnel are not available for work on a specific project, for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Apache County School Superintendent shall immediately notify the GOYFF Program Administrator and shall, subject to the concurrence of the GOYFF, replace such personnel with personnel of substantially equal ability and qualifications.
- C. The Apache County School Superintendent shall assign specific individuals to the key programmatic and fiscal positions and other changes to key personnel, specifically the Apache County School Superintendent's SABG Coordinator must be reported on or before the effective date of such change to the GOYFF.

**II. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") OF 1996**

- A. The Apache County School Superintendent warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH ACT") of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. Apache County School Superintendent warrants that it will cooperate with the GOYFF in the course of performance of the Agreement so that both GOYFF and the Apache County School Superintendent will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology ("ADOA-ASET") Office, the ADOA-ASET Arizona State Chief Information Security Office and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. The Apache County School Superintendent will sign any documents that are reasonably necessary to keep GOYFF and the Apache County School Superintendent in compliance with HIPAA, including, but not limited to, business associates agreements.
- B. If required by the GOYFF, the Apache County School Superintendent agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, the Apache County School Superintendent agrees to attend or participate in HIPAA training offered by the GOYFF or to provide written verification that the Apache County School Superintendent has attended or participated in job related HIPAA training that is (1) intended to make the Apache County School Superintendent proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and



who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

### **III. AGREEMENT RENEWAL**

The Agreement shall not bind nor purport to bind the GOYFF for any contractual commitment in excess of the original Agreement period or amount. The GOYFF shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new contract. Consideration for renewal will also be based on results of program and fiscal monitoring.

### **IV. FUND MANAGEMENT**

The Apache County School Superintendent must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Apache County School Superintendent must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Apache County School Superintendent must maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The GOYFF reserves the right to review all business systems policies.

### **V. DUNS/CCR**

Each successful recipient who is awarded funding must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

### **VI. FFATA REPORTING REQUIREMENTS**

The Apache County School Superintendent is required to provide certain information pursuant to the Federal Funding Accountability and Transparency Act of 2006 reporting requirements (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252) "FFATA"). FFATA requires that certain information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

### **VII. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS**

The Apache County School Superintendent agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200.

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

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

Apache County Sheriff's Office

Date/Signature: Blanner Egan 12-18-18

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

Sheriffs Office requests review and approval of an Amendment to the Byrne/JAG Grant that was previously approved on August 6, 2018.

BOS Meeting Date Requested 1/2/18

**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

Signature: See attached email

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

RP

## Stephenie Puzzi

---

**From:** Joe Young  
**Sent:** Tuesday, December 18, 2018 6:16 PM  
**To:** Stephenie Puzzi  
**Subject:** RE: Agenda Item

Yes, this is fine and may go to the Board.

**From:** Stephenie Puzzi [mailto:spuzzi@co.apache.az.us]  
**Sent:** Tuesday, December 18, 2018 3:39 PM  
**To:** Joe Young  
**Subject:** Agenda Item

Joe,

Can you review the attached amendment so we can get this on the next board meeting on January 2<sup>nd</sup>?

Thanks,  
Stephenie

**From:** Courter, Simone <scourter@azcjc.gov>  
**Sent:** Tuesday, December 18, 2018 10:17 AM  
**To:** Stephenie Puzzi <spuzzi@co.apache.az.us>  
**Subject:** RE: Payments

Good morning Stephanie-

We have not processed payments for any reimbursements thus far for Apache County SO. The reason for that is we have not yet received the amendment to the grantee agreement that was sent out by email around mid-September. I have attached a copy of the email that went out with the amendment, so that you may review the instructions, as well as the amendment itself in case you need it. This must be signed and returned by mail with original signatures, before any payment for reimbursement can be made on the grant.

Please let me know if you have any questions or issues.

Thank you,

**From:** Stephenie Puzzi [mailto:spuzzi@co.apache.az.us]  
**Sent:** Tuesday, December 18, 2018 10:06 AM  
**To:** Courter, Simone <scourter@azcjc.gov>  
**Subject:** Payments

Simone,

Can you tell me when we should start receiving grant payments?

Thanks,



**From:** Courter, Simone  
**To:** "sbevington@co.apache.az.us"; "jdedman@co.apache.az.us"  
**Subject:** Amendment for FY19 Drug, Gang, and Violent Crime Control Grant Agreement  
**Date:** Friday, September 14, 2018 2:14:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[ApacheSO DC-19-001amendment.pdf](#)  
**Importance:** High

---

DGVCC Grantee,

Attached is an amendment to the FY 2019 Drug, Gang, and Violent Crime Control Grant. **This amendment is required** in order to comply with the provisions imposed by the Department of Justice (DOJ) related to notification and access requirements for the Department of Homeland Security (DHS).

These requirements are part of the lawsuit, Chicago v. Sessions, that delayed the release of the FFY 2017 Byrne Justice Assistance Grant. The DOJ released the federal funding to those jurisdictions that were not part of the lawsuit but mandated compliance with the notification and access requirements. For any jurisdiction to receive federal funding from the Byrne Justice Assistance Grant, these two provisions must be included in the grant agreement. ACJC was directed by the Bureau of Justice Assistance (BJA) that all grantees receiving federal Byrne funding must agree to these provisions, regardless of function or responsibility in the criminal justice system.

Grant agreements sent out by ACJC for the FY 2019 Drug, Gang, and Violent Crime Control Grant included two provisions related to amending grant agreements. Provision number five includes the ability to modify the agreement through a written amendment signed by the ACJC Director and the grantee. Also, provision number seven included a statement that ACJC may amend the agreement to reflect any additional special conditions imposed by BJA in the FFY 2017 Byrne JAG federal grant agreement. At the time ACJC sent out Drug, Gang, and Violent Crime Control grant agreements, we had not yet received the federal grant agreement for the FFY 2017 Byrne grant. Since receiving and signing the federal grant agreement, ACJC must send out this amendment.

As you know, the Drug, Gang, and Violent Crime Control grant is made up of two sources of funding from ACJC; the state Drug Enforcement Fund and the federal Byrne grant. We pay out state funding first before using any federal funding. If you have submitted finance reports and received a reimbursement, it has been state funding. Once your allocation of state funding is paid out, ACJC must then use federal Byrne grant funds. However, **without a properly executed amendment, ACJC cannot pay out any federal funding.**

If there are any problems with the amendment, please contact our office as soon as possible.

Thank you,

Tony Vidale, Deputy Director



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

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

This amendment ("Amendment") is made by the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through Apache County Sheriff's Office hereinafter called "GRANTEE", parties to the Grant Agreement ("Agreement") dated the 1<sup>st</sup> day of June, 2018.

The Agreement is amended as follows:

1. The following provisions apply to the GRANTEE in order to receive federal funds from the FY 2017 Byrne/Justice Assistance Grant (JAG) if the GRANTEE is a State government.
  - A. A State statute, or a State rule, regulation, policy, or practice, must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given to access any State (or State-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
  - B. A State statute, or a State rule, regulation, policy, or practice, must be in place that is designed to ensure that, when a State (or State-contracted) correctional facility receives from the Department of Homeland Security (DHS) a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and, as early as practicable (see para. 4 of this amendment), provide the requested notice to DHS.
2. The following provisions apply to the GRANTEE in order to receive federal funds from the FY 2017 Byrne/Justice Assistance Grant (JAG) if the GRANTEE is a unit of local government.
  - A. A local ordinance, rule, regulation, policy, or practice (or an applicable State statute, rule, regulation, policy, or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access to a local government (or local government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
  - B. A local ordinance, rule, regulation, policy, or practice (or an applicable State statute, rule, regulation, policy, or practice) must be in place that is designed to ensure that, when a local government (or local government-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and, as early as practicable (see para. 4 of this amendment), provide the requested notice to DHS.
3. For purposes of these provisions:
  - A. The term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)).
  - B. The term "correctional facility" means what it means under the Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 42 U.S.C. 3791(a)(7)).

4. Nothing in these provisions shall be understood to authorize or require the GRANTEE, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual would have been released in the absence of this condition.
5. Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). In the event that (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to permit the advance notice that DHS has requested, it shall not be a violation of this condition to provide only as much advance notice as practicable.

Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**FOR GRANTEE:**

---

Authorized Signatory

Date

---

Printed Name and Title

**Approved as to form:**

---

Legal counsel for GRANTEE

Date

---

Printed Name and Title

**FOR CRIMINAL JUSTICE COMMISSION:**

---

Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission

Date



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  12-20-18

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

Request to award the sealed bid for the purchase and installation of a new roof for the Jail/Sheriff's  
Building to Quality 1<sup>st</sup> Roofing, who came in at the lowest bid: \$205,373

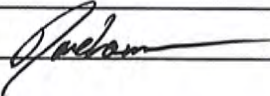
BOS Meeting Date Requested 01/02/2019

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature 

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials 



## OFFICE OF THE SHERIFF

Joseph Dedman, Jr., Sheriff  
Apache County, Arizona



Chief Deputy  
Brannon R. Eagar

District 1 & 2  
Cmdr. John Scruggs

District 3 & 4  
Cmdr. Roscoe Herrera

Detention  
Cmdr. Michael Cirivello

SCET  
Cmdr. Shane Bevington

December 20, 2018

### BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid #201902 (New Roof Jail/Sheriff's Building).

QUALITY 1<sup>ST</sup> ROOFING

\$205,373.00

It is the recommendation of the Sheriff's Office to award the bid to QUALITY 1<sup>ST</sup> ROOFING. They were the low bidder.

A handwritten signature in blue ink, appearing to read "Joe Dedman".

Sheriff  
JOSEPH DEDMAN, JR.  
P.O. Box 518  
370 S. Washington  
St. Johns, AZ 85936  
PHONE: (928) 337-4321  
FAX: (928) 337-2709

Bid for: 201902 - JAIL ROOF  
Bid Opening Date: 12-20-18  
Time: 2:00 PM  
Present: DALE HAUSER, MARK SLOAN,  
JESSIE CASO, ZACH PEMBERTON  
Tabulating: DALE HAUSER

VENDOR NAME

AMOUNT

LIBERTY

\$ 288,000-

ASTA ROOFING

\$ 223,723-

QUALITY 1ST

\$ 205,373-



**BID SPECIFICATIONS**  
**BID # 201902**

APACHE COUNTY IS SOLICITING BIDS FOR PURCHASE AND INSTALLATION OF ROOFING MATERIALS.

**SPECIFICATIONS:**

CLEAN AND PREP EXISTING ROOF AS REQUIRED BY MANUFACTURER

PROVIDE AND INSTALL ONE (1) LAYER OF 3/8" SEPARATOR SHEET MECHANICALLY ATTACHED (DURO FOLD)

PROVIDE AND INSTALL 50-MIL DURO-LAST THERMOPLASTIC ROOF SYSTEM, MECHANICALLY ATTACHED

PROVIDE AND INSTALL ALL NEW DURO-LAST PARAPETS, CURBS, PIPE FLASHINGS, PITCH PANS ETC

PROVIDE AND INSTALL ANY OTHER DURO LAST COMPONENTS THAT ARE NEEDED

INSTALL WALK PADS FOR SERVICE SIDE OF ROOF UNITS AND ACCESS POINTS

CLEAN UP AND HAUL ALL PROJECT TRASH AWAY

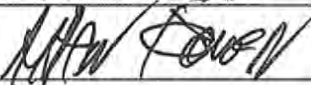
20 YEAR WARRANTY

CONTRACTOR WORKMANSHIP WARRANTY

TERMS, NOTES AND EXCLUSIONS ETC.

|                                   |                      |
|-----------------------------------|----------------------|
| TOTAL BID PRICE                   | <u>\$ 205,373.00</u> |
| JOB START AFTER NOTICE TO PROCEED | <u>3-4 WEEKS</u>     |
| JOB DURATION                      | <u>4-5 WEEKS</u>     |

## VENDOR INFORMATION

VENDOR NAME QUALITY 1ST ROOFING  
VENDOR ADDRESS 747 E WHITE MTH BLVD PINETOP  
VENDOR TELEPHONE 928 367-2378 FAX 367-2377  
AUTHORIZED SIGNATURE   
FEDERAL ID # 20-8973580

CONTACT: MIKE CIRIVELLO (928) 337-7575  
SANDY DAY (928) 337-7667  
DALE HAUSER (928) 337-7531



PO Box 2920  
Show Low, AZ 85902  
Phone (928) 537-3333 Fax (928) 537-7721

DATE December 19, 2018

Prepared by: Jesse Caso

**Quote For:**

Apache County Jail  
St. Johns, AZ

| Description                                                                               | AMOUNT     |
|-------------------------------------------------------------------------------------------|------------|
| <b>Base Bid:</b>                                                                          | 288,000.00 |
| <b>EST: 50 mil Duro-Last - Roof overlay</b>                                               |            |
| 1) Prep and clean off old walk pads, debris, and haul away.                               |            |
| 2) Provide and install 3/8 Duro-fold over existing roof.                                  |            |
| 3) Provide and install 50 mil. Duro-Last over 3/8 Duro-Fold. Mechanical Fastened.         |            |
| 4) Provide and install all new Duro-Last parapets, curbs, pipe flashings, and pitch pans. |            |
| 5) Provide and install any other Duro-Last components that are needed.                    |            |
| 6) Provide a 20 year warranty at end of the project after roof is inspected by Duro-Last. |            |
| 7) Clean up and haul away all trash caused by roofing job.                                |            |

**Liberty Roofing provides a 3 year workmanship warranty on all work performed.**

If you have any questions concerning this quotation, please contact Jesse Caso at 928-537-3333 or at [libertyroofing@frontier](mailto:libertyroofing@frontier)

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!



**BID SPECIFICATIONS**  
**BID # 201902**

APACHE COUNTY IS SOLICITING BIDS FOR PURCHASE AND INSTALLATION OF ROOFING MATERIALS.

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PROVIDE AND INSTALL ANY OTHER DURO LAST COMPONENTS THAT ARE NEEDED

INSTALL WALK PADS FOR SERVICE SIDE OF ROOF UNITS AND ACCESS POINTS

CLEAN UP AND HAUL ALL PROJECT TRASH AWAY

20 YEAR WARRANTY

CONTRACTOR WORKMANSHIP WARRANTY

TERMS, NOTES AND EXCLUSIONS ETC.

TOTAL BID PRICE

288,000.00

JOB START AFTER NOTICE TO PROCEED

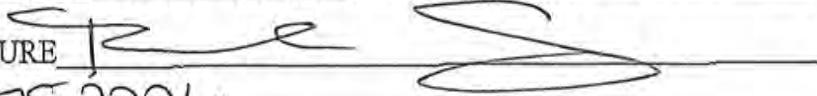
3 weeks for materials, ASAP

JOB DURATION

90-120 days

for  
start  
date.

### VENDOR INFORMATION

VENDOR NAME Liberty Roofing, LLC  
VENDOR ADDRESS 5758 Hwy 2100 Lakeside, AZ 85929  
VENDOR TELEPHONE 928-537-3333 FAX 928-537-7721  
AUTHORIZED SIGNATURE   
FEDERAL ID # 205752226

|          |                |                |
|----------|----------------|----------------|
| CONTACT: | MIKE CIRIVELLO | (928) 337-7575 |
|          | SANDY DAY      | (928) 337-7667 |
|          | DALE HAUSER    | (928) 337-7531 |

### **BID NOTICE**

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR THE PURCHASE AND INSTALLATION OF ROOFING MATERIALS.

BID SPECIFICATIONS FOR BID #201902 MAY BE OBTAINED BY CONTACTING THE APACHE COUNTY ENGINEERING DEPARTMENT , P.O. BOX 238, ST. JOHNS, AZ 85936 OR MAY BE PICKED UP AT 75 WEST CLEVELAND , ST JOHNS AZ, IN THE ANNEX BUILDING.

**BID DEADLINE FOR BID #201902 IS 2:00 PM, THURSDAY DECEMBER 20<sup>TH</sup> 2018 AT WHICH TIME A PUBLIC BID OPENING WILL BE HELD. SEND BIDS TO THE ABOVE ADDRESS IDENTIFIED ON THE ENVELOPE AS " BID # 201902.....JAIL ROOF".**

THE BOARD OF SUPERVISORS WILL AWARD THE BID ON WEDNESDAY JANUARY 2<sup>ND</sup> 2019 AT THE REGULARLY SCHEDULED MEETING.

**THE BOARD OF SUPERVISORS RESERVES THE RIGHT TO REJECT PART OR ALL OF THE BID.**

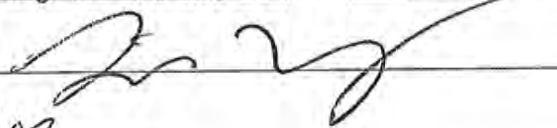


## VENDOR INFORMATION

VENDOR NAME Asta Roofing & Construction, LLC

VENDOR ADDRESS 1121 old hwy 66

VENDOR TELEPHONE 928-285-1060 FAX \_\_\_\_\_

AUTHORIZED SIGNATURE 

FEDERAL ID # 45-2470602

|          |                |                |
|----------|----------------|----------------|
| CONTACT: | MIKE CIRIVELLO | (928) 337-7575 |
|          | SANDY DAY      | (928) 337-7667 |
|          | DALE HAUSER    | (928) 337-7531 |

## **BID NOTICE**

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**BID # 201902**

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PROVIDE AND INSTALL ANY OTHER DURO LAST COMPONENTS THAT ARE NEEDED

INSTALL WALK PADS FOR SERVICE SIDE OF ROOF UNITS AND ACCESS POINTS

CLEAN UP AND HAUL ALL PROJECT TRASH AWAY

20 YEAR WARRANTY

CONTRACTOR WORKMANSHIP WARRANTY

TERMS, NOTES AND EXCLUSIONS ETC.

TOTAL BID PRICE

223,723

JOB START AFTER NOTICE TO PROCEED

TBD

JOB DURATION

2-3 months





1121 W. THIRD ST., WINSLOW, AZ 86047



☐ Office: (928) 289-1060  
Fax: (928) 289-1059



100% Navajo Owned Roofing and Construction Company

273726 K-42 273725 KB-1

|                                                                |                                                |     |
|----------------------------------------------------------------|------------------------------------------------|-----|
| PROPOSAL SUBMITTED TO<br>St. Johns Apache Count Sherriff Dept. | JOB NAME<br>Re-Roof Detention Center (#201902) |     |
| STREET ADDRESS<br>370 S. Washington St.                        | JOB LOCATION<br>Same                           |     |
| CITY, STATE, ZIP<br>St. Johns, AZ                              | CITY, STATE, ZIP                               |     |
| ATTENTION<br>Dale Hauser                                       | PHONE<br>928-337-7531                          | FAX |

We hereby submit the following estimate:

**Duro-last 50mil:**

- Clean and prep the existing roof as required by the manufacturer
- Provide and install 1-layer of 3/8 fan-fold mechanically attached
- Provide and install 50-mil Duro-Last roofing system mechanically attached with screws and plates
- Provide and install new equipment curb flashings, roof jacks, pitch pans and scupper & drain inserts
- On the walls with counter flashing run the base flashing up the wall and secure with termbar and caulking
- On the walls without counter flashing, remove the coping cap and run the base flashing up and over to the outside edge of the parapet walls and reinstall the counter flashing
- Provide and install walk pads on the service side of the units and at access points and under sleepers on the roof
- Clean up and remove all roofing debris caused by new roof construction
- Provide contractors 2-year warranty and Manufacturers 20-year Material & labor warranty

Note: When the AC units are replaced at a later date, call us and we will coordinate with the Mechanical Contractor to wrap the curbs with new Duro-Last and check for any damage that may occur during the install, we will charge for material and labor at cost + 15%

The bid can be broken out to do sections at a time if needed for budget cost.

Exclusions: Bonds, permits, all wood, metal, insulation and painting not listed above, mechanical, electrical, and plumbing, any OSHA required roof top covers.

We propose hereby to furnish material and labor - complete in accordance with above estimate; for the sum of: Dollars ( \$ 223,723. Two Hundred Twenty Three Thousand Seven Hundred Twenty Three Dollars).

**PAYMENT TERMS Progress Payment**

It is expressly understood that this warranty shall include only roofing installed by us and that our liability herein is not to be construed as that of an insurer for damages of any kind caused by leaks and it shall extend no further than the repair of such leaks by us at no charge to the customer. The undersigned customer promises that if a lien is placed upon the premises to secure payment of any part hereof, the customer will pay attorney fees of not less than \$100.00 for recording and service of said lien in the event of default in payment said customer agrees to pay a reasonable collection and attorney fee in addition to those incurred in serving and recording a lien. A FINANCE CHARGE OF 10% per month will be charged on all Delinquent Accounts after 30 Days

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman Compensation Insurance.

THIS PROPOSAL EXPIRES: 15 days from date

Authorized Wayland Curley 12/19/2018  
Signature

**Acceptance of Proposal** The above prices, estimates and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

# DURO-LAST® 50-MIL MEMBRANE

## Advantages:

Duro-Last® 50-Mil (DL50) membrane is an excellent choice for projects requiring a long lasting, energy efficient roofing membrane. The membrane is available in prefabricated sections or as roll goods. A complete line of custom prefabricated accessories is available for the DL50 membrane.

## Description:

DL50 membrane is composed of PVC film laminated to both sides of a reinforcement fabric (weft-inserted scrim).

**Duro-Last membranes must not be used with Duro-Last EV membranes.**

**PVC Film** - Proprietary thermoplastic PVC formulation of resins, plasticizers, stabilizers, biocides, flame retardants, and U.V. absorbents.

- PVC film above weft-inserted scrim – 28 mil

**Weft-Inserted Scrim** - An 18 x 14 polyester fabric construction with weft insertion, composed of 840 x 1000 denier threads, provides superior tear and puncture resistance. The polyester thread is treated to prevent wicking.

**Total Thickness** – 50 mil, nominal.

**Weight** – 0.29 lb. per square foot.

**Colors** – White, tan, gray, dark gray and terra cotta.

**R-Value** – 0.1 ft<sup>2</sup>·°F·hr/Btu.

## Available Configurations:

**Prefabricated Sections** – DL50 is available in prefabricated sections up to 2,000 sq. ft. with a maximum 80 ft. in either dimension.

## Roll Good – Typical Dimensions

| Width     | Length (max.) | Roll Area   | Approx. Weight | Approx. Coverage <sup>1</sup> |
|-----------|---------------|-------------|----------------|-------------------------------|
| 64 inches | 100 ft.       | 533 sq. ft. | 155 lb.        | 483 sq. ft.                   |
| 48 inches | 100 ft.       | 400 sq. ft. | 116 lb.        | 350 sq. ft.                   |
| 32 inches | 100 ft.       | 267 sq. ft. | 77 lb.         | 217 sq. ft.                   |
| 16 inches | 100 ft.       | 133 sq. ft. | 39 lb.         | 83 sq. ft.                    |

<sup>1</sup> Assuming 6-inch overlap

## Energy Efficiency:

White DL50 membrane is an excellent product for complying with California Title 24, LEED® and other energy efficiency programs requiring the use of a highly reflective roof membrane. It is an ENERGY STAR® qualified product.



## Cool Roof Rating Council (CRRC)<sup>1</sup>

|             | Solar Reflectance |      | Thermal Emittance |      | Solar Reflective Index (SRI) |      |
|-------------|-------------------|------|-------------------|------|------------------------------|------|
|             | Initial           | 3-yr | Initial           | 3-yr | Initial                      | 3-yr |
| White       | 0.88              | 0.68 | 0.87              | 0.84 | 111                          | 82   |
| Tan         | 0.39              | 0.33 | 0.89              | 0.89 | 43                           | 35   |
| Gray        | 0.47              | 0.40 | 0.89              | 0.89 | 54                           | 45   |
| Dark Gray   | 0.26              | 0.25 | 0.88              | 0.89 | 26                           | 25   |
| Terra Cotta | 0.26              | 0.24 | 0.89              | 0.88 | 26                           | 23   |

<sup>1</sup> Duro-Last's CRRC Product ID: 0610.

## LEED & LEED-EB Credits - White DL50

membrane alone can obtain 1 credit in either U.S. Green Building Council's LEED or LEED-EB programs. In combination with other design criteria the membrane may help attain other credits.

| LEED Credit Category                                  | Duro-Last Attribute                    |
|-------------------------------------------------------|----------------------------------------|
| Sustainable Sites Credit 7.2 Heat Island Effect: Roof | Solar Reflective Index (SRI) SRI = 111 |

| LEED-EB Credit Category                               | Duro-Last Attribute                            |
|-------------------------------------------------------|------------------------------------------------|
| Sustainable Sites Credit 6.2 Heat Island Effect: Roof | ENERGY STAR Qualified Thermal Emittance = 0.87 |

## Warranty:

The following warranties are available for projects utilizing DL50 membrane. Contact Duro-Last for warranty details.

| Available Warranties |                                  |                                     |                                  |                              |
|----------------------|----------------------------------|-------------------------------------|----------------------------------|------------------------------|
| Supreme              | 15-YR NDL                        | 15 + 5 Material Only <sup>2</sup>   |                                  | 15 + 5 <sup>2</sup>          |
| Ultra                | 15-YR Hail <sup>1</sup>          | 15-YR Hail & High Wind <sup>1</sup> | 15-YR High Wind <sup>1</sup>     | 20-YR High Wind <sup>1</sup> |
| Basic                | 15-YR NDL <sup>1</sup>           |                                     | 20-YR NDL <sup>1</sup>           |                              |
| Residential          | 15-YR Material Only <sup>1</sup> |                                     | 20-YR Material Only <sup>1</sup> |                              |

<sup>1</sup> Excludes consequential damage coverage.

<sup>2</sup> Excludes consequential damage coverage for last 5 years.

## DURO-LAST® 50-MIL MEMBRANE

### Codes and Standards:

Underwriters Laboratories (US & Canada), FM Approvals, ICC-ES (ESR-1660), Canadian Construction Materials Centre (CCMC 13299-L), State of Florida, Miami-Dade County, Texas Department of Insurance.

### Storage:

Store rolls lengthwise on pallets. Use tarps to keep rolls dry.

### Membrane Attachment:

**Mechanically Fastened** – DL50 membrane may be mechanically attached to a variety of roof deck and wall materials. An appropriate slip sheet or cover board may be required. Refer to the Duro-Last Mechanically Fastened Systems Specification for prefabricated system requirements. If using roll goods, refer to the Roll Good Mechanically Fastened Systems Specification.

**Duro-Bond® System** – The Duro-Bond system (induction weld) may be used to attach DL50 membrane. Refer to the Duro-Last Duro-Bond System Specification for system requirements.

**Adhered** – DL50 membrane may be adhered to a variety of properly prepared roof decks, walls, cover boards and insulations. Refer to the Duro-Last Adhered Systems Specification for system requirements.

### Physical Properties:

DL50 membrane has been subjected to the tests required by ASTM 4434 "Standard Specification for Poly (Vinyl Chloride) Sheet Roofing" and has been classified as a Type III, internally reinforced sheet. The results of each test are listed below. ASTM's *Overall Thickness* requirements for the membrane are plus or minus 10% (nominal) of the listed *Typical Value*.

| Physical Property                  | Test Method                 | ASTM D4434 Requirement                                                                                                                         | Result | Typical Value               |
|------------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------|
| Overall Thickness                  | ASTM D751                   | ≥ 0.045 and ≤ 0.055 in.<br>(≥ 45 and ≤ 55 mil)                                                                                                 | PASS   | 0.050 in. (50 mil), nominal |
| Thickness Over Scrim               | ASTM D7635                  | ≥ 0.016 in.                                                                                                                                    | PASS   | 0.028 in. (28 mil)          |
| Breaking Strength <sup>1</sup>     | ASTM D751 Grab Method       | ≥ 200 lbf./in.                                                                                                                                 | PASS   | 438 x 390 lbf./in.          |
| Elongation <sup>1</sup>            | ASTM D751 Grab Method       | ≥ 15%                                                                                                                                          | PASS   | 31% x 31%                   |
| Seam Strength                      | ASTM D751 Grab Method       | ≥ 328 lbf.<br>(75% of Breaking Strength.)                                                                                                      | PASS   | 417 lbf.                    |
| Tear Strength <sup>1</sup>         | ASTM D751 Procedure B       | ≥ 45 lbf.                                                                                                                                      | PASS   | 132 x 163 lbf.              |
| Low Temp. Bend                     | ASTM D2136                  | Must pass at -40° F                                                                                                                            | PASS   | PASS                        |
| Heat Aging                         | ASTM D3045                  | Conditioned for 56 days in oven maintained at 176° F.                                                                                          | PASS   | PASS                        |
| Accelerated Aging                  | ASTM G154<br>(Formerly G53) | 5,000 hours total test time.<br>Irradiance level of 0.68 W/m <sup>2</sup> -nm.<br>Cycle: 8 hours at 145° F,<br>4 hours condensation at 122° F. | PASS   | PASS                        |
| Dimensional Stability <sup>1</sup> | ASTM D1204                  | Conditioned for 6 hours in oven maintained at 176° F.<br>Allowable change: ≤ 0.5%                                                              | PASS   | -0.30% x -0.45%             |
| Water Absorption                   | ASTM D570                   | Immersed in water at 158° F for 168 hours.<br>Allowable weight change: ≤ 3%                                                                    | PASS   | 1.7%                        |
| Static Puncture                    | ASTM D5602                  | ≥ 33 lbf.                                                                                                                                      | PASS   | 56 lbf.                     |
| Dynamic Puncture                   | ASTM D5635                  | ≥ 14.7 ft-lbf. (20 J)                                                                                                                          | PASS   | ≥ 14.7 ft-lbf. (20 J)       |

<sup>1</sup> Typical values are shown for both machine and cross machine directions. The machine direction results are listed first.

### Additional Tests

|                             |                             |                                      |
|-----------------------------|-----------------------------|--------------------------------------|
| Fungi Resistance            | ASTM G21                    | No sustained growth or discoloration |
| Moisture Vapor Transmission | ASTM E96, Proc. B, Method A | < 0.35 U.S. perms                    |





## DURO-GUARD® XPS FAN FOLD – A (HYBRID CRUSH/CUT FOLD)

### Description:

Duro-Guard® XPS Fan Fold – A is manufactured with a rigid extruded polystyrene (XPS) core and wrapped with tough facers which create a durable water-resistant board. XPS is highly resistant to heat flow and moisture penetration. The film facers are compatible with all roof membranes offered by Duro-Last®, Inc.

- Use as a recover board over:
  - Granulated or smooth cap sheets.
  - Smooth built-up roof systems.
  - Aggregate surfaced built-up roofs (3/8 inch aggregate, max.).
  - Aged coal tar pitch roof systems.
  - Single-ply membranes.
- Inert, non-nutritive, and highly stable.
- Contains no CFCs, HCFCs, formaldehyde or VOC ozone depleting gases.
- Superior moisture resistance.
- Type VIII, 1.25 pcf, per ASTM C 578.
- Refer to Table 1 for physical properties.

### Uses:

- Mechanically attached Duro-Last roof systems.

### Underwriters Laboratories Inc.:

- Refer to Duro-Last's UL Listings (TGFU.R10128) for assembly details ([www.ul.com](http://www.ul.com)).

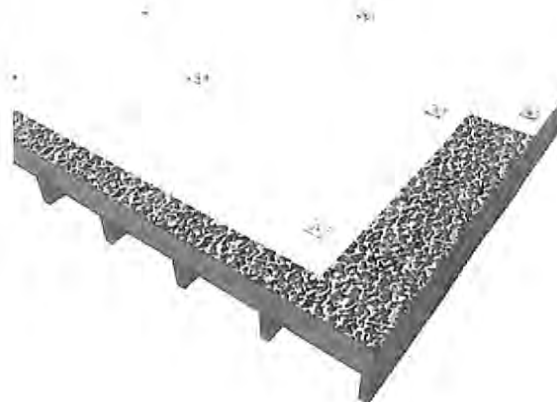


Figure 1. Duro-Guard XPS Fan Fold – A

TABLE 1. TYPICAL PHYSICAL PROPERTIES

| Property                               | Test Method         | Type VIII         |
|----------------------------------------|---------------------|-------------------|
| Density (nominal)                      | ASTM C 303          | 1.25 pcf          |
| Thermal Resistance, R-Value (per Inch) | ASTM C 518 at 75° F | 1.5 °F·ft²·hr/Btu |
| Compressive Strength (10% deformation) | ASTM D 1621         | 15 psi            |
| Water Vapor Permeance                  | ASTM E 96           | 0.06 perm         |
| Water Absorption                       | ASTM C 272          | 0.6%              |
| Flame Spread                           | ASTM E 84           | 10                |
| Smoke Developed                        | ASTM E 84           | 200               |



Figure 2. Duro-Guard XPS Fan Fold – A Dimensions

### Board Dimensions and Weight:

- 3/8 inch thick.
- 4 ft. x 50 ft.
- 200 square-foot coverage.
- Fan-folded every 2 ft. creating easy to handle bundles measuring 2 ft. x 4 ft. x 9 inches thick.
- 15 pounds per board.

### Installation:

- Duro-Guard XPS Fan Fold – A may be used directly under the Duro-Last membranes. Ensure that “bare” XPS is never in direct contact with the membrane. Refer to the appropriate Duro-Last specification for slip sheet and cover board requirements.
- Panels must be kept dry before, during and after installation. Install only as much insulation as can be covered the same day with completed roofing.
- Abut panel edges together and stagger joints of adjacent panels.
- Boards must be neatly fitted to roof deck and around penetrations with no gaps greater than 1/4 inch.
- Refer to the appropriate Duro-Last roof system specification and detail drawings for deck preparation and other requirements.
- Precautions must be taken to ensure that new concrete decks have fully cured and do not continue to release moisture.

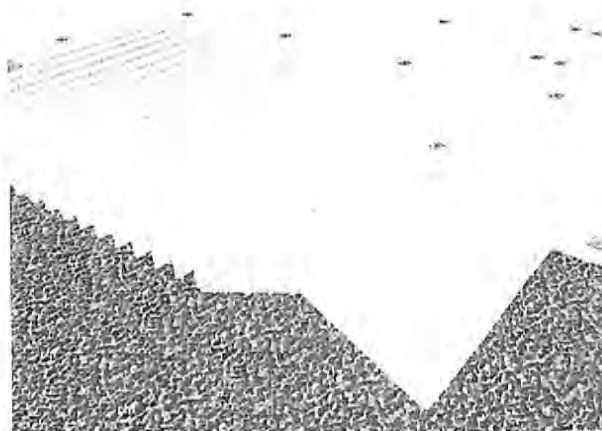


Figure 3. Duro-Guard XPS Fan Fold – A As Recover Board

### Panel Attachment:

#### Mechanical Attachment

- Refer to the Duro-Last Mechanically Fastened Roofing System Specifications and Detail Drawing #1030 for approved fasteners and fastening patterns.
- Use fasteners and plates supplied by, or approved by, Duro-Last, Inc.

### Storage:

- Fan fold board must be protected from open flame and kept dry at all times.
- Factory applied packaging is intended only for protection during transit. Slit or remove the packaging to prevent accumulation of condensation.
- Store elevated (at least 3 inches) and completely covered with a weatherproof covering such as a tarpaulin.
- Do not use panels which are wet or damaged.

### Limitations:

- Duro-Last, Inc. will not be responsible or liable for any defects or problems related to building or roof design by others, to deficiencies in construction, to dangerous conditions on the job site, or to improper storage, handling or installation by others.

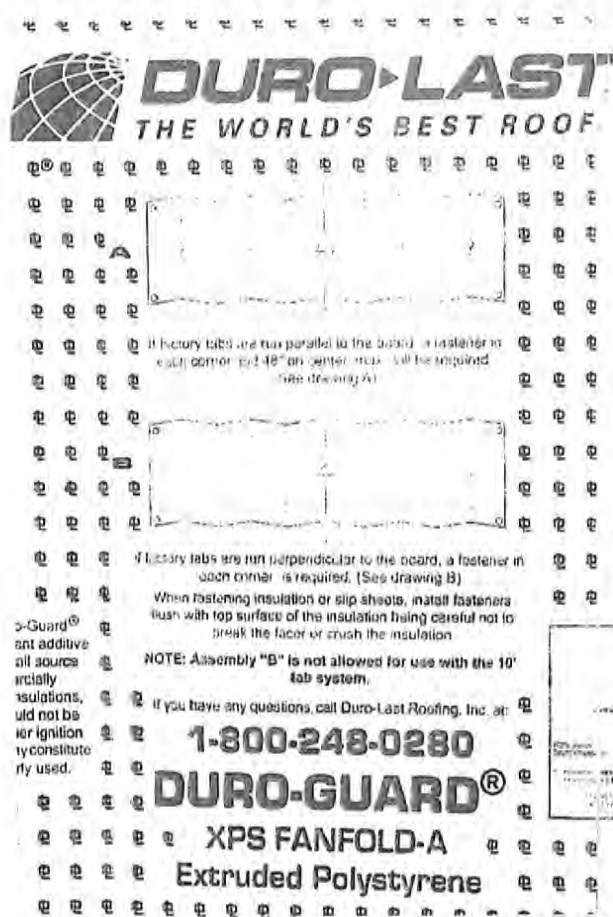


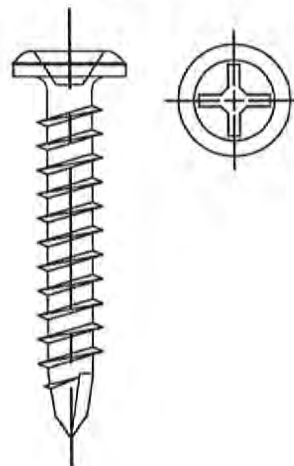
Figure 4. Partial view of facer on top surface

## DURO-LAST® HD SCREWS

### DESCRIPTION:

Duro-Last®, Inc. requires the use of Duro-Coated Screws for mechanical fastening of the Duro-Last roofing system. Duro-Last HD Screws are #14 diameter, are equipped with a P-3 truss head and are available with either a drill point or a spade point.

Duro-Last HD Screws can be used in most types of roofing applications. These Duro-Coated Screws must pass twice the FM 4470 standard for corrosion resistance, totaling 30 cycles in a Kesternich cabinet. Duro-Last, Inc. also requires that all Duro-Coated Screws pass 20° and 40° bend tests (hardness) and be able to penetrate a 20 gauge deck in under three seconds with a 50 lb. (222 N) load.



### INSTALLATION:

1. Penetration into all approved deck types is 1 inch (25 mm) minimum, from the top surface of the deck.

### NOTE:

- Duro-Last, Inc. stocks HD screws in the sizes noted in the table to the right. Additional sizes are available on a drop ship basis. Please allow adequate time for ordering and delivery of special orders.

| HD SCREW DIMENSIONS |                 |                     |
|---------------------|-----------------|---------------------|
| Length              | Thread Length   | Quantity per Bucket |
| 1.5 in. (38 mm)     | 1.5 in. (38 mm) | 2,000               |
| 2 in. (51 mm)       | 2 in. (51 mm)   | 2,000               |
| 2.5 in. (64 mm)     | 2.5 in. (64 mm) | 1,000               |
| 3 in. (76 mm)       | 3 in. (76 mm)   | 1,000               |
| 3.5 in. (89 mm)     | 3 in. (76 mm)   | 1,000               |
| 4 in. (102 mm)      | 3 in. (76 mm)   | 1,000               |
| 4.5 in. (115 mm)    | 3 in. (76 mm)   | 1,000               |
| 5 in. (127 mm)      | 4 in. (102 mm)  | 1,000               |
| 5.5 in. (140 mm)    | 4 in. (102 mm)  | 1,000               |
| 6 in. (152 mm)      | 4 in. (102 mm)  | 1,000               |
| 7 in. (178 mm)      | 4 in. (102 mm)  | 500                 |
| 8 in. (203 mm)      | 4 in. (102 mm)  | 500                 |
| 9 in. (229 mm)      | 4 in. (102 mm)  | 500                 |
| 10 in. (254 mm)     | 4 in. (102 mm)  | 500                 |
| 11 in. (279 mm)     | 4 in. (102 mm)  | 500                 |
| 12 in. (305 mm)     | 4 in. (102 mm)  | 500                 |



## DURO-LAST® INSULATION PLATE

### DESCRIPTION:

The Duro-Last® Insulation Plate is a 0.375 inch (9.5mm) thick, 3 inch (76.5mm) diameter distribution plate designed to hold insulation and underlayment boards under the Duro-Last roofing system. Duro-Last Insulation Plates are packaged and sold in quantities of 1,000.

The Duro-Last Insulation Plate includes a recessed 0.280 inch (7 mm) diameter hole in the center, keeping the head of the fastener from coming into contact with the Duro-Last roofing membrane. To maintain necessary strength and position, the Duro-Last Insulation Plate is manufactured with a thick center that embeds into the insulation and a thin flexible exterior to help reduce facer tear. In addition, there are tabs pressing against the fastener head to prevent the fastener from backing out.

The Duro-Last Insulation Plate is a long-lasting, durable plate that is available only from Duro-Last, Inc.



### MATERIAL SAFETY DATA SHEET:

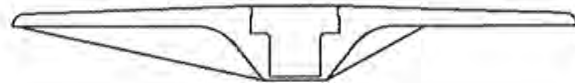
Product Identity: Duro-Last Insulation Plates

### INSTALLATION:

1. Refer to details 1020 and 1030 installation information.

### NOTE:

- Duro-Last Insulation Plates shall only be used to attach insulation or cover boards in mechanically fastened systems. They shall not be used in adhered systems.



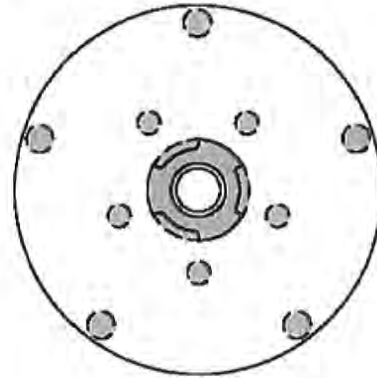
## DURO-LAST® POLY-PLATE

### DESCRIPTION:

The Duro-Last® Poly-Plate is 0.335 inch (8.5 mm) thick, 2 inch (51 mm) diameter and manufactured using a glass-filled polycarbonate blend. Polycarbonate has proven weatherability and resiliency. Duro-Last Poly-Plates are packaged and sold in quantities of 1,000.

Duro-Last Poly-Plates include a recessed 0.280 inch (6.4 mm) diameter hole in the center to prevent the screw head from coming in contact with the Duro-Last® Roofing membrane. Duro-Last Poly-Plates have 10 "cleats" on the bottom to enhance the wind uplift characteristic of the Duro-Last membrane.

The Duro-Last Poly-Plate is a long-lasting and durable plate that is available only from Duro-Last, Inc.



### MATERIAL SAFETY DATA SHEET:

Product Identity: Poly Plates

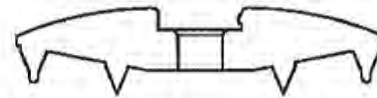
### INSTALLATION:

The Poly-Plate is installed with the "cleats" toward the deck.

When used with prefabricated mechanically fastened systems, the Poly-Plate can be used for securing Duro-Last membranes to the deck along the prefabricated fastening tabs and the edges of the sheet parallel to the tab direction. The outside edge of the Poly-Plate must be installed flush to the edge of the fastening tab. Refer to detail 1190 for more installation information.

Do not use on the Duro-Roof® Roofing System prefabricated fastening tabs.

When used with adhered systems, the Poly-Plate must not be used for attachment of insulation or cover boards.



## DURO-LAST® CURB FLASHINGS

### DESCRIPTION:

Duro-Last® Curb Flashings are designed to be used on rectangular penetrations encountered on a roofing project. The curb flashings are made with Duro-Last specially formulated roofing membrane. The combination of reinforced membrane and prefabrication ensures a long lasting, watertight flashing. They are available in white, tan, gray and dark gray colors as well as in the Designer Series membranes (slate gray Shingle-Ply, sandstone Shingle-Ply and Rock Ply).

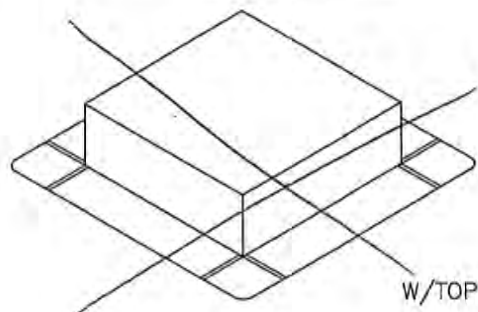
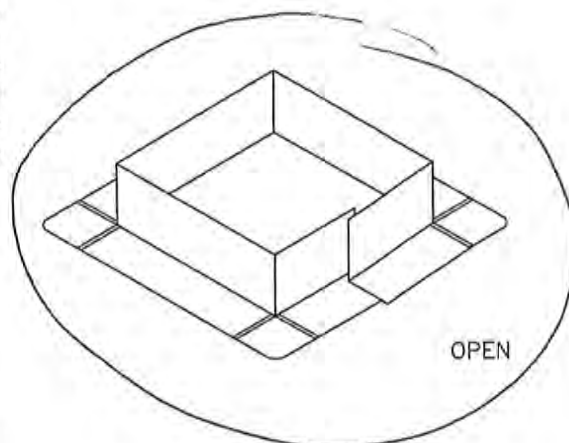
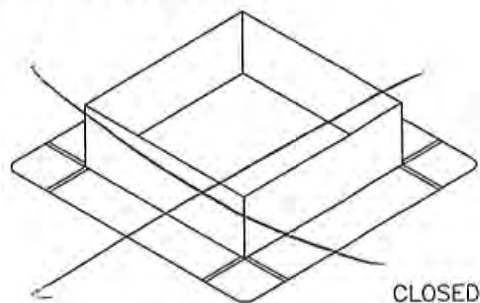
Curb flashings are easily heat welded (hot-air) to the Duro-Last membrane over which the flashings are installed. Hot-air seaming eliminates the need for chemicals, torches and other unsafe, non-manageable seaming systems. Duro-Last Curb Flashings are prefabricated using Duro-Last's outside corners to eliminate field welds in the critical corner areas. Curb flashings are ordered to the dimensions of individual penetrations. The table below show the minimum sizes available.

### INSTALLATION:

1. The roof membrane installed around the penetration must be fastened prior to installing the curb flashing. Use the same fastener spacing that was used to install the roof membrane but do not exceed 18 in. (457 mm) on center. At least one fastener must be installed on each side of the penetration. On reroofing applications, remove the existing flashings to ensure a watertight fit.
2. It is not necessary to place fasteners at the corners.
3. The flashing must extend a minimum of 8 in. (203 mm) in vertical height (note: a curb flashing with top does not have a minimum height requirement.)
4. The curb flashing may be terminated with termination bar or extended onto the inside of the curb. (See details 4010 & 4020). (Note: A curb flashing with top does not require termination.)

### NOTE:

- An "open" curb flashing requires a heat weld (hot-air) to close the flashing. The extra material necessary for this weld is included as part of the flashing.
- A curb flashing for a canted curb should be ordered using the dimensions above the cant. A curb flashing with a 12 in. (305 mm) wide skirt will provide additional membrane to cover the cant.
- A curb flashing with a top can be no greater than 60 in. (1525 mm) in width and can only be ordered closed.
- Add 1/4 in. (6.3 mm) to width and length dimensions for a better fitting curb flashing.
- Call Duro-Last for assistance in ordering curb flashings that need to be designed for special situations.



| MINIMUM CURB SIZES AVAILABLE |                    |                      |                   |                   |
|------------------------------|--------------------|----------------------|-------------------|-------------------|
|                              | Width (A)          | Length (B)           | Height (C)        | Skirt             |
| Open                         | 2 in.<br>(51 mm)   | 2 in.<br>(51 mm)     | 8 in.<br>(203 mm) | 6 in.<br>(152 mm) |
| Closed                       | 2 in.<br>(51 mm)   | 2.5 in.<br>(63.6 mm) | 8 in.<br>(203 mm) | 6 in.<br>(152 mm) |
| w/Top                        | 3.5 in.<br>(89 mm) | 3.5 in.<br>(89 mm)   | 3 in.<br>(76 mm)  | 6 in.<br>(152 mm) |



## DURO-LAST® STACK FLASHINGS

### DESCRIPTION:

Duro-Last® Stack Flashings are required for all round penetrations encountered on a roofing project. The stack flashings are made with Duro-Last specially formulated roofing membrane. The combination of reinforced membrane and prefabrication ensures a long lasting, watertight flashing.

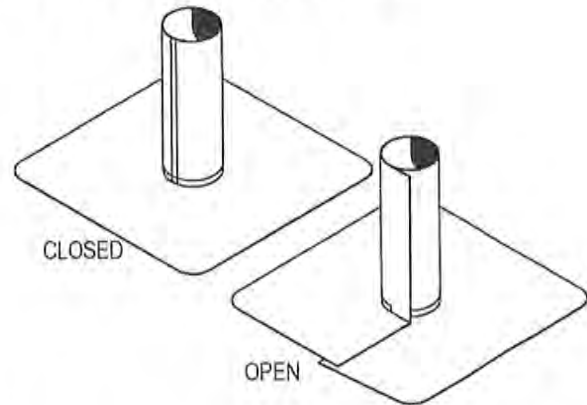
Stack flashings are available in white, tan, gray and dark gray colors. They can also be ordered with Designer Series membrane (slate gray Shingle-Ply, sandstone Shingle-Ply or Rock-Ply) bases and solid color risers. They are available in diameters of 1 in. (25 mm), 1.5 in. (38 mm) and in 1 in. increments between 2 and 15 in. (51-381 mm). Stack Flashings with diameters of 16 in. (406 mm) and larger are available in 2 in. (51 mm) increments.

The flashings are manufactured oversized to account for the thickness a schedule 40 pipe wall by the following amounts:

- 1.5 - 4 in. (38 - 101 mm) diameter stack flashings are 5/8 in. (15 mm) oversized.
- All other sizes are 3/8 in. (9 mm) oversized.

### INSTALLATION:

1. The roof membrane installed around the penetration must be fastened prior to installing the stack flashing. Use the same fastener spacing that was used to install the roof membrane but do not exceed 18 in. (457 mm) on center. At least one fastener must be installed. On reroofing applications, remove the existing flashings to ensure a watertight fit.
2. Place the stack flashing around the penetration. Heat weld the vertical seam if the stack was ordered "open".
3. Weld the stack flashing skirt to the roof membrane. Care should be taken to smooth out the skirt so that it is wrinkle-free.
4. Apply a bead of Duro-Caulk Plus® to the penetration 1/4 in. (6 mm) below the top of the stack flashing.
5. Install a stainless steel band approximately 1/4 in. (6 mm) from the top of the stack flashing. Tighten the band to draw the flashing firmly into the sealant. Apply a bead of the Duro-Caulk Plus around the top of the flashing to assure a positive seal.



6. See details 4070, 4080 and 4081 for information on installing stack flashings to specific types of round penetrations.

### NOTE:

- Stack flashings and bands shall be furnished by Duro-Last, Inc.
- Field fabrication of flashings for round penetrations is not allowed.
- Stack flashings with diameters 16 in. (406 mm) and larger are available "open" only.
- An "open" stack flashing requires a heat weld (hot-air) to close the flashing. The extra material necessary for this weld is included as part of the stack flashing.

| STACK FLASHING DIMENSIONS        |           |      |                   |                                     |
|----------------------------------|-----------|------|-------------------|-------------------------------------|
| Diameter                         | Available |      | Height            | Base/Skirt                          |
|                                  | Closed    | Open |                   |                                     |
| 1 in.<br>(25 mm)                 | Yes       | No   | 8 in.<br>(203 mm) | 18 x 18 in. Base<br>(457 x 457 mm)  |
| 1.5 in.<br>(38 mm)               | Yes       | Yes  | 8 in.<br>(203 mm) | 18 x 18 in. Base<br>(457 x 457 mm)  |
| 2 - 8 in.<br>(51 - 203 mm)       | Yes       | Yes  | 8 in.<br>(203 mm) | 18 x 18 in. Base<br>(457 x 457 mm)  |
| 9 - 15 in.<br>(228 - 381 mm)     | Yes       | Yes  | 8 in.<br>(203 mm) | 24 x 24 in. Base<br>(609 x 609 mm)  |
| 16 in.<br>(406 mm)<br>and Larger | No        | Yes  | 8 in.<br>(203 mm) | 6 or 12 in Skirt<br>(152 or 305 mm) |

## Pitch Pan

### Description:

Prefabricated Pitch Pans deliver a watertight seal around rooftop protrusions.

- Fabricated from 24-gauge vinyl-coated metal and 6" PVC membrane skirt to exact specification.
- 4" height minimum.
- Custom designs available upon request.
- Pitch pan is shipped with one corner open to install around existing penetrations.

### Installation:

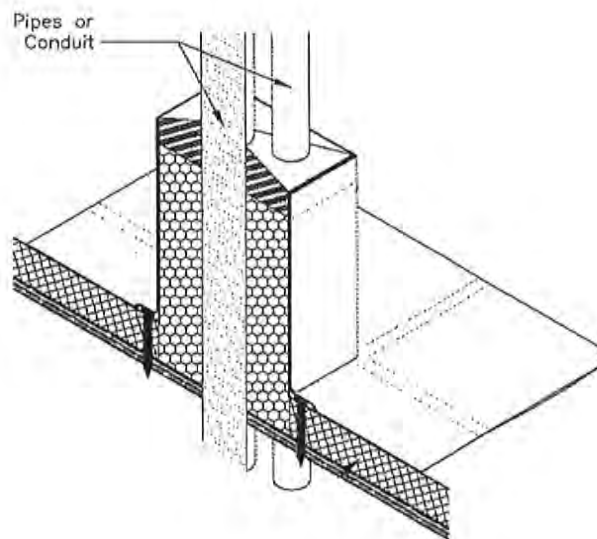
1. Install in accordance with EXCEPTIONAL<sup>®</sup> Metals Detail #4045.
2. Any deviation from the requirements set forth in detail drawings must be pre-approved, in writing, by the EXCEPTIONAL Metals Technical Department.

### Warranty:

EXCEPTIONAL Metals offers a finish and substrate warranty. Contact the membrane manufacturer for any additional warranty that may be offered.

### Technical Services:

Product samples, detail sheets, color chips, and color chart are available for your submittal package. For assistance with questions or submittals, contact your local representative or call EXCEPTIONAL Metals.



## DURO-LAST® PITCH PAN FILLER

### DESCRIPTION:

Duro-Last® Pitch-Pan Filler is an easy flowing, self-leveling sealant for use in pitch-pans. The sealant is UV and impact resistant, and is formulated for adhesion to most types of building materials. Care must be taken since Pitch Pan Filler does not adhere to Kynar®-coated metal and asphalt materials. The high tack ensures a weather-tight seal around penetrations. It is excellent for use in areas subjected to stress and vibration as well as to expansion and contraction.

### INSTALLATION:

1. Read the MSDS for the product prior to use.
2. Duro-Last prefabricated vinyl-coated metal pitch pans are recommended.
3. Pitch-pans must be constructed of sheet metal, wood, PVC pipe or similar, rigid, construction material.
4. If a Duro-Last prefabricated vinyl-coated metal pitch-pan is not being used, a membrane flashing must be used to flash the pitch-pan. Rectangular flashings must be terminated with termination bar or extended into the pitch-pan. Round flashings may be terminated using stainless steel bands or extended into the pitch-pan.
5. The pitch-pan must be clean and dry prior to adding filler material.
6. The bulk of the pitch-pan can be filled with material such as mortar, concrete or insulation. If there are voids in the fill material, take precaution to prevent the Pitch Pan Filler from migrating through the fill material.
7. A minimum depth of ½ inch of sealant is required.
8. See detail drawings 4030, 4040 and 4045.
9. Use mineral spirits for cleanup.

### NOTE:

- This product is only intended for pitch pan applications.

| Duro-Last Pitch Pan Filler                                                          |                               |                                                          |
|-------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------|
|  | Item #                        | 1122                                                     |
|                                                                                     | Packaging                     | 10.1 fl. oz. cartridge (30 per case)                     |
|                                                                                     | Volume                        | Approximately 18 cubic inches                            |
|                                                                                     | Texture                       | Smooth                                                   |
|                                                                                     | Color                         | Gray                                                     |
|                                                                                     | Application Temperature Range | 0 – 120° F                                               |
|                                                                                     | Skin Time                     | 20 – 45 minutes                                          |
|                                                                                     | Cure Time                     | 48 – 72 hours                                            |
|                                                                                     | Odor                          | Mild                                                     |
|                                                                                     | Solubility                    | Insoluble in water.<br>Soluble in most organic solvents. |
|                                                                                     | Shelf Life                    | 12 months, unopened. Store below 80° F.                  |



## DURO-LAST® SCUPPERS

### DESCRIPTION:

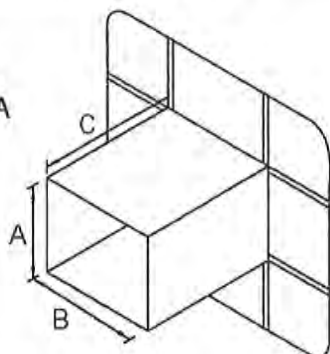
Duro-Last® Scuppers are designed to be used on rectangular outlets extending through walls or raised roof edges. The scuppers are made with Duro-Last specially formulated roofing membrane and in many cases incorporate Duro-Last Vinyl-Coated Metal. The combination of reinforced membrane and prefabrication ensures a long lasting, watertight flashing. They are available in white, tan, gray and dark gray colors.

Duro-Last Scuppers are prefabricated using Duro-Last Outside Corners to eliminate field welds in the critical corner areas.

Custom configurations, including incorporating the scupper with a collector box, are available upon request.

Duro-Last Scuppers are prefabricated in several styles as illustrated and described below. In each description the appropriate detail drawings are referenced for installation instructions.

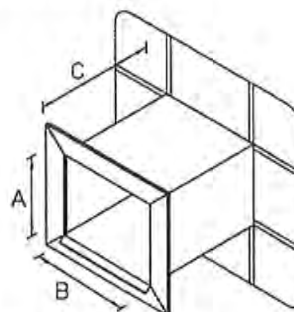
Drawing A



### A. SINGLE SKIRT

- This style utilizes a single skirt of Duro-Last membrane for hot-air welding to the roof and wall membrane.
- The material extending into the outlet ("C" dimension) may be either Duro-Last membrane or Duro-Last vinyl-clad metal.
- See detail drawing 2041 when the scupper is composed entirely of Duro-Last membrane.
- See detail drawing 2060 when vinyl-clad metal extends through the outlet.

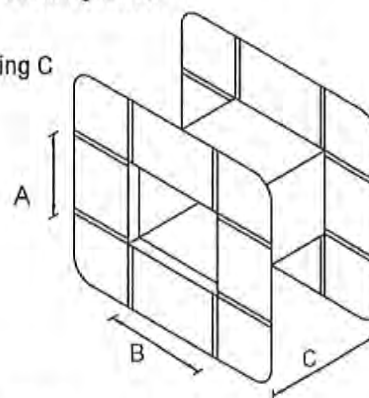
Drawing B



### B. SINGLE SKIRT WITH METAL FLANGE

- This style utilizes a single skirt of Duro-Last membrane for hot-air welding to the roof and wall membrane.
- The material extending through the outlet ("C" dimension) is Duro-Last vinyl-clad metal.
- A flange is incorporated on the outside face to provide for attachment. This flange includes a drip edge and a Kynar coated metal clip is added for decorative purpose.
- See detail drawing 2060.

Drawing C



### C. TWO SKIRTS

- This style utilizes two skirts of Duro-Last membrane. One skirt is hot-air welded to the roof and wall membrane. The second skirt is terminated against the outside wall.
- The material extending through the outlet ("C" dimension) may be either Duro-Last membrane or Duro-Last vinyl-clad metal.
- See detail drawing 2040 when the scupper is composed entirely of Duro-Last membrane.
- See detail drawing 2060 when vinyl-clad metal is used to extend through the outlet.

### NOTE:

- Contact Duro-Last, Inc. for sizes available.

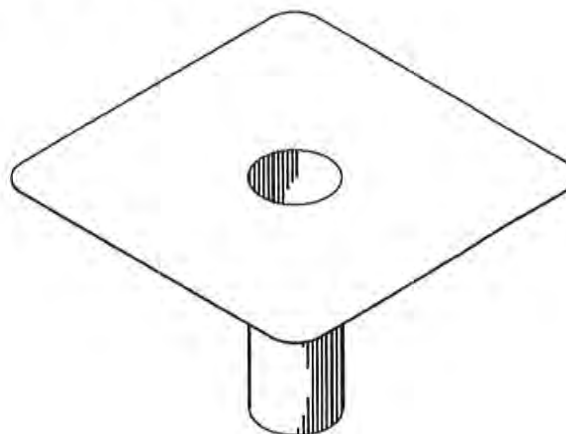
## DURO-LAST® DRAIN BOOT

### DESCRIPTION:

Duro-Last® prefabricated Drain Boots can be used in most circular roof drains and are especially useful in reroofing applications. They are fabricated from Duro-Last's specially formulated roofing membrane. The combination of reinforced membrane and prefabrication ensures a long lasting, watertight flashing.

The sleeve of the drain boot is a different color than the base to differentiate it from Duro-Last Stack Flashings. The base is available in white, tan, gray, dark gray and terra cotta as well as in the Designer Series membranes (slate gray Shingle-Ply™, sandstone Shingle-Ply™ and Rock-Ply™) and are usually ordered to match the roof membrane.

Drain boots are prefabricated 12 inches (305 mm) in depth. Special orders are available upon request.



Drain Boot  
(Install per detail drawing 2020)

### INSTALLATION:

1. The roof membrane installed around the drain must be fastened prior to installing the drain boot flashing. Use the same fastener spacing that was used to install the roof membrane but do not exceed 18 inches (457 mm) on center. A minimum of one fastener must be installed.
2. Apply Duro-Caulk® Plus to the outside of the drain boot before it is inserted into the drain pipe.
3. Once inserted, the drain boot shall be heat welded (hot-air) to the field membrane.
4. A pair of expandable composite drain rings (CDR) should then be installed as low into the drain boot as possible, with a minimum depth of 6 inches (152 mm).
5. Sealant and CDRs must be installed at the same depth in the drain.
6. Refer to detail 2020 for installation information.

| DRAIN BOOT DIMENSIONS<br>(All sizes have 24 x 24 in. (610 x 610 mm) base) |                    |
|---------------------------------------------------------------------------|--------------------|
| DRAIN DIAMETER                                                            | SLEEVE DIAMETER    |
| 2 in. (51 mm)                                                             | 1.875 in. (48 mm)  |
| 3 in. (76 mm)                                                             | 2.875 in. (73 mm)  |
| 3.5 in. (89 mm)                                                           | 3.25 in. (83 mm)   |
| 4 in. (102 mm)                                                            | 3.875 in. (98 mm)  |
| 4.5 in. (114 mm)                                                          | 4.25 in. (108 mm)  |
| 5 in. (127 mm)                                                            | 4.875 in. (149 mm) |
| 5.5 in. (140 mm)                                                          | 5.25 in. (133 mm)  |
| 6 in. (152 mm)                                                            | 5.875 in. (149 mm) |
| 6.5 in. (165 mm)                                                          | 6.25 in. (159 mm)  |
| 7 in. (178 mm)                                                            | 6.875 in. (175 mm) |
| 7.5 in. (191 mm)                                                          | 7.25 in. (184 mm)  |
| 8 in. (203 mm)                                                            | 7.875 in. (200 mm) |

## DURO-LAST<sup>®</sup> TERMINATION BAR

### DESCRIPTION:

Duro-Last<sup>®</sup> Termination Bar (available in white, gray and tan colors) is fabricated from a rigid exterior vinyl with slotted holes 6 inches (152 mm) on center. Duro-Last Termination Bar may be used as perimeter detail for the Duro-Last roofing system and as termination on any square or rectangular penetration. Because of its symmetrical design, it is reversible.

Duro-Last Termination Bar is available in 10 ft. (3 m) lengths only. Duro-Last, Inc. will supply the termination bar in multiples of 10 ft. (3 m) and has two standard packages. The small tube package contains a maximum of 170 ft. (52 m) while a large box contains a maximum of 500 ft. (152 m).

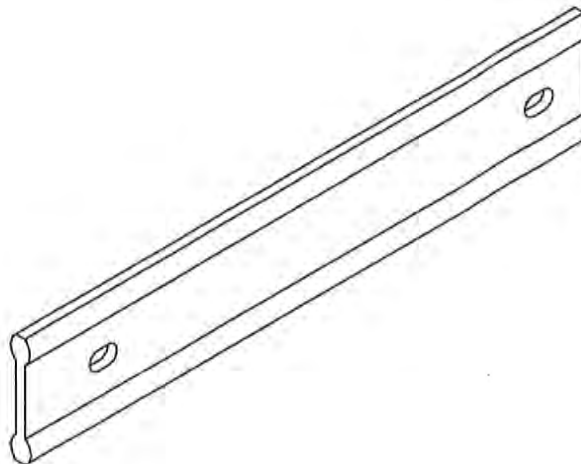
### MATERIAL SAFETY DATA SHEET:

Product Identity: 10 foot Extrusions

MSDS Number: 1225

### INSTALLATION:

1. Duro-Last Termination Bar shall be fastened 6 inches (152 mm) on center with approved fasteners.
2. All termination bar must be fastened 1 inch (25 mm), maximum, from each corner or end of the bar.
3. The top edge of all sections of termination bar must be caulked.
4. It is necessary to leave a ¼ inch (6.3 mm) space between all sections of termination bar to account for expansion and contraction.
5. All vertical applications require caulk on both sides.
6. Refer to details 3010 & 3020 for installation information.





## DURO-CAULK® PLUS

### DESCRIPTION:

Duro-Caulk® Plus is a one-component, non-sag, elastomeric, neutral-cure silicone sealant. It is available in white, gray, tan and bronze colors. Duro-Caulk Plus is formulated for use with all Duro-Last® roofing system details that require sealant.

Duro-Caulk Plus is unaffected by most atmospheric conditions and will typically cure within 48 hours. It is formulated to bond to substrates such as PVC, glass, aluminum, steel, plastic, ceramics, concretes, and wood. Its high-tack properties ensure a weather-tight seal around penetrations, terminations and drain inserts.

### ORDERING:

Duro-Caulk Plus is supplied in 10.1-ounce cartridges and can be ordered individually or in cases of 30. One cartridge will cover approximately 18 to 20 linear feet.

- 10.1-ounce cartridge white (Item #1136)
- 10.1-ounce cartridge tan (Item #1137)
- 10.1-ounce cartridge gray (Item #1134)
- 10.1-ounce cartridge bronze (Item #1135)

### STORAGE AND HANDLING

1. Duro-Caulk Plus has a 12-month shelf life from the date of manufacture printed on the cartridge.

### PRECAUTIONS:

1. Read Safety Data Sheets (SDS) prior to using.
2. Wear proper personal protective equipment, such as gloves and eye protection, per the SDS.
3. **Keep away from children.**

### INSTALLATION:

1. Limitations
  - a. Apply to clean, dry surfaces free of contaminants (oils, greases, coatings, etc.) that can adversely affect adhesion.
  - b. Do not apply to surfaces that bleed oils or solvents.
  - c. Product is not paintable.
2. Apply using a standard caulking gun. Do not open the cartridge until you are ready to apply the sealant.

3. Apply the sealant using consistent, positive pressure to force sealant into the joint, creating a bead approximately 3/8 inch (9.53 mm) in diameter.
4. Tool the sealant to create a concave joint shape to shed water and ensure maximum adhesion and coverage. Dry tooling is recommended. **DO NOT** use soapy water or other liquids when tooling.
5. Sealant may be applied below freezing temperatures.
6. Product will skin over within 20 minutes of application. The time may vary depending on humidity and temperature at the time of application.

### STANDARDS:

This product conforms with California Air Resources Board 2003 requirements for Volatile Organic Compound content.



| DURO-CAULK PLUS PROPERTIES                      |             |                   |
|-------------------------------------------------|-------------|-------------------|
| Sag resistance                                  | Non-sagging | ASTM D2202        |
| Bond durability to glass, aluminum and concrete | ±25%        | ASTM C793         |
| Movement capability                             | ±25%        | ASTM C719         |
| Tensile strength                                | 300 psi     | ASTM D412         |
| Elongation at break                             | 325         | ASTM D412         |
| Hardness, Shore A                               | 35 ±5       | ASTM C661         |
| Accelerated weathering                          | No change   | QUV Weatherometer |
| Tack-free time                                  | 10 minutes  | ASTM C679         |

## ROOF TRAK® III WALKWAY PAD

### Description:

Roof Trak® III is a non-skid, maintenance-free walkway/protection pad. Roof Trak III is an extruded pad made from both recycled Duro-Last® membrane and an oriented-strand polyester reinforcement.

Duro-Last, Inc. manufactures the Roof Trak III Walkway Pad to provide protection in heavily traveled rooftop areas. It also provides added protection around mechanical equipment and as a separator for sleepers that support mechanical equipment. Field and laboratory testing have proven that Roof Trak III can be used in all seasons and applications.

Roof Trak III utilizes factory-attached, 4-inch wide, white membrane skirts for attachment to the field membrane by heat welding (hot-air).

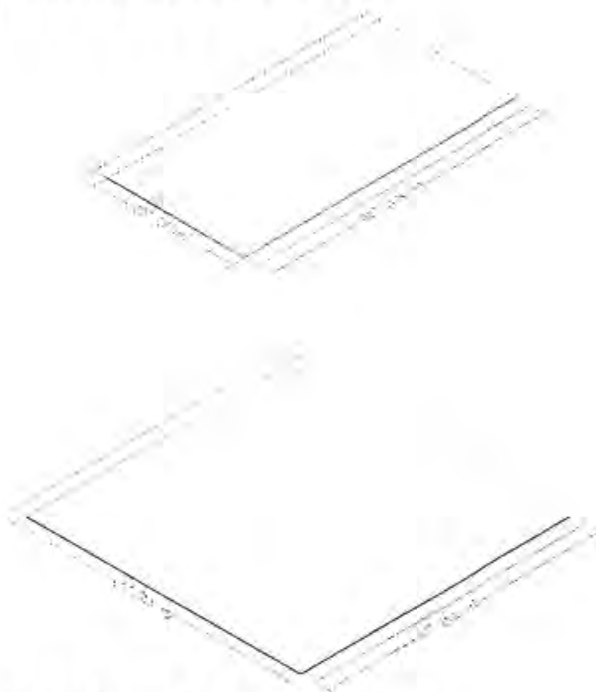
Duro-Last, Inc. manufactures Roof Trak III in the colors and skirt configurations shown in the table below.

**TABLE 1. ROOF TRAK III AVAILABLE COLORS AND SKIRT CONFIGURATIONS**

| Sizes           | Colors                                                                | Attachment Skirts               |
|-----------------|-----------------------------------------------------------------------|---------------------------------|
| 30 in. x 60 in. | White, Tan and Gray solid colors.<br>White with safety-yellow skirts. | 2 skirts along 60-in. sides     |
| 60 in. x 60 in. | White, Tan and Gray solid colors.<br>White with safety-yellow skirts. | 2 skirts along 60-in. sides     |
| 30 in. x 60 in. | White solid color.<br>White with safety-yellow skirts.                | Fully skirted along all 4 sides |

### Installation:

1. Roof Trak III attachment skirts shall be heat-welded (hot-air) to the field membrane using a 1.5-inch wide weld along the entire length of the skirt.
2. Walkway pads installed directly over field seams shall have one side unattached to allow for the inspection of field seams for warranty purposes. Following inspection, the unattached skirt must be welded to the roof membrane.
3. A 1-inch gap is required between sections of walkway pad to allow for proper water drainage.



**Figure 1. Roof Trak III Available Sizes**

**TABLE 2. TYPICAL PHYSICAL PROPERTIES**

| Property                                              | Result (US)               | Result (metric)       |
|-------------------------------------------------------|---------------------------|-----------------------|
| <b>Thickness</b>                                      | 0.135 in.                 | 3 mm                  |
| <b>Weight</b>                                         | 0.79 lb./ft. <sup>2</sup> | 3.9 kg/m <sup>2</sup> |
| <b>Breaking Strength</b><br>(machine direction)       | 516 lb.                   | 2,296 N               |
| <b>Breaking Strength</b><br>(cross machine direction) | 489 lb.                   | 2,176 N               |
| <b>Elongation</b><br>(machine direction)              | 50%                       | 50%                   |
| <b>Elongation</b><br>(cross machine direction)        | 64%                       | 64%                   |
| <b>Tear Strength</b><br>(machine direction)           | 45 lb.                    | 200 N                 |
| <b>Tear Strength</b><br>(cross machine direction)     | 71 lb.                    | 316 N                 |
| <b>Static Coefficient of Friction (Dry)</b>           | 0.95                      |                       |
| <b>Static Coefficient of Friction (Wet)</b>           | 1.19                      |                       |

**DURO-LAST®**

# 20-Year NDL Warranty

Warranty No. \_\_\_\_\_

## I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the terms and conditions and limitations contained herein.

Duro-Last's obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

## III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
  - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
  - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

OVER: CONTINUED ON BACK



System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

**THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

**DURO-LAST®, INC.**  
525 Morley Drive  
Saginaw, MI 48601

\_\_\_\_\_  
Signature of Duro-Last QA Tech Rep or QA Manager

\_\_\_\_\_  
Name of Building

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address of Building

\_\_\_\_\_  
Owner (printed)

\_\_\_\_\_  
City, State & Zip of Building

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Building Designation

\_\_\_\_\_  
Contractor (printed)

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Square Footage

\_\_\_\_\_  
Serial No.

\_\_\_\_\_  
Warranty No.

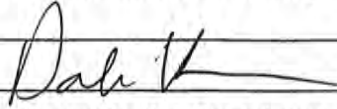
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 12/10/18



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

PERMISSION TO LEASE/PURCHASE ONE (1) CATERPILLAR 120M2 MOTOR GRADER FOR DISTRICT III  
AT A COST OF \$21,452.60 PER YEAR FOR 7 YEARS USING NIPA (NATIONAL INTERGOVERNMENTAL  
PURCHASING AGREEMENT)- CITY OF TUCSON CONTRACT.

PRE-AGENDA ITEM REVIEW

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

Legal Review:\_\_\_\_\_

Signature:\_\_\_\_\_

Finance Review:\_\_\_\_\_

Signature: 

Human Resources Review:\_\_\_\_\_

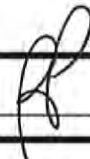
Signature:\_\_\_\_\_

Other Review:\_\_\_\_\_

Signature:\_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



## Finance Proposal

## CUSTOMER

Name: Apache County

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:

Acknowledged by ..... Jan-04-19  
 Funded by ..... Jan-04-19

## DEALER

EMPIRE SOUTHWEST, LLC

Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 611-2935  
 Fax number .....  
 Quote date ..... 12/05/2018  
 Quote time ..... 9:57:13

## FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 7 Annual  
 Payments ..... in Advance

Quoted by ..... h160cet  
 Report created by ..... h160cet

|     | Model | Ann.<br>Hours | Qty | Sale Price | Down Payment | Amount<br>Financed | Payment   | Balloon   | Fixed<br>Rate |
|-----|-------|---------------|-----|------------|--------------|--------------------|-----------|-----------|---------------|
| New | 120M2 | 1000          | 1   | 234,115.00 | 47,500.00    | 187,065.00         | 21,452.60 | 83,440.00 | 5.3500        |

Special Conditions:

120M2

Serial Number - M9C00945, Model Year - 2018, Standard Environment; Major  
 Attachments-Air Conditioning, Tires, Cab; Blades/Buckets/Rippers-Ripper; Other  
 Attachments-Accumulators, Blade Lift

|     | Model | Insurance | Payment<br>w/Insurance |
|-----|-------|-----------|------------------------|
| New | 120M2 | 2,890.40  | 24,343.00              |

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

## CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:





Quote #: 6201  
KOMATSU GD655-6

Prepared By: Earl Stagger

### Prepared For:

Dale Hauser  
APACHE COUNTY BOARD OF SUPERVISORS  
Po Box 428  
St. Johns AZ 85936-0428

### Road Machinery LLC

902 S. 7th Street  
Phoenix, AZ 85034  
Phone: 480-545-2400  
www.roadmachinery.com

## MACHINE

### 2019 KOMATSU GD655-6

Stock Number: N.I.S.  
S/N: Factory Order  
Hours: 0

## WARRANTY

Komatsu Care 36 months / 2000 hours  
KOMATSU STANDARD WARRANTY 12 months / 0 hours  
TIER 4 EMISSIONS WARRANTY 60 months / 5000 hours

## FINANCE

|              |                     |
|--------------|---------------------|
| Sell Price   | \$309,093.00        |
| Sales Tax    | \$ 0.00             |
| Sub Total    | \$309,093.00        |
| Cash Down    | \$ 0.00             |
| Trade In     | \$ 0.00             |
| Doc Fee      | \$ 375.00           |
| <b>Total</b> | <b>\$309,468.00</b> |

## FINANCE OPTIONS

| Terms     | Hours | Payment    | Purchase Opt |
|-----------|-------|------------|--------------|
| 84 Months | 1,000 | \$3,825.95 | \$80,000.00  |

Dale Hauser  
APACHE COUNTY BOARD OF SUPERVISORS

Earl Stagger  
Road Machinery LLC

12/05/2018

All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment. All quotations are subject to change without notice. Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted. The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller. Terms of sales are subject to credit approval. Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.

**KOMATSU**

**DYNAPAC**

**CARLSON**

**TERRAMAC**

**NPK**

www.roadmachinery.com



## MACHINE SPECS

### Standard Equipment for Base Machine

#### Engine and its related items:

Accelerator and electric throttle control  
Air cleaner ,double element with dust indicator  
Air intake extension  
Antifreeze -22 F(-30C)  
Auto-idle Shutdown  
Hydraulic driven, reversing ,cooling fan, blower type,  
plastic blade,with fan guard  
Engine, Komatsu SAA6D107E-3, 145 to 218 VHP EPA Tier 4 Final  
certified ,turbocharged and air-air aftercooled  
Fuel line pre-filter  
KDPF - After-Treatment Assembly Consisting of KDOC and KCSF  
Secondary Engine Shutdown Switch  
Selective Catalytic Reduction (SCR) System

#### Electrical system:

Alarm,backup  
Alternator, 140 Ampere, (24V)  
Batteries, Extreme duty, 2 x 12V, 1146 cca each  
battery,disconnect switch  
Dome light cab  
Horn,electric  
Indicator lights:

- Battery charge
- Blade float
- Brake oil pressure
- Cooling fan reverse mode
- Differential lock
- Differential oil temperature
- Dual power mode, economy and power
- Engine oil pressure
- Engine RPM set
- Lift arm lock
- Lights, high beam
- Parking break
- Transmission system electrical circuit

Lights, backup,stop,directional  
Headlights,(2) halogen type,front bar mounted  
Working light, front(4) and rear(2)  
Working light ,(4)cab mounted flood type  
Starter 5.5kW

#### Operator environment:

12V (10A) power port  
Air conditioner (R134a) with heater  
AM/FM radio  
Cab:low profile with ROPS/FOPS(SAE J1040,J2311)  
Console,adjustable with instrument panel monitoring system  
electric defroster rear window  
Mirrors:interior cab,right and left exterior mirrors  
Multi-monitor with 7" LCD Display  
Rearview Camera and Monitor  
Sound suppression,74 DbA at operators ear with floormat  
with tinted windows.front. rear and door intermittent

#### Power Train:

Dual mode transmission(8F-4R) power shift  
direct drive and torque converter with auto shift  
Axle ,rear full floating,planetary type reduction  
Service brakes,fully hydraulic wet disc  
Parking brake,spring apply ,hydraulic release dry disc  
Differential>manual lock/unlock  
Tires and rims:17.5R25 radials on one piece 13" rims (6)

#### Work Equipment and Hydraulics:

Circle,drawbar mounted,360 deg rotation with blade lift  
and circle side shift with anti drift check valves  
Circle slip clutch  
Greaseless circle wear plates  
Hydraulic system,closed center,load sensing  
Steering,full hydraulic with tilt steering wheel  
plus leaning front wheels and frame articulation  
with anti-drift check valves  
Hydraulic control valve, 10 valve section with control levers  
Blade lift float,detent type,LH and RH  
Blade accumulators

#### Other Standard Equipment:

Komtrax - Level 5  
Precleaner, Turbo II  
Provision for Grade Control, TOPCON  
Rear hitch  
Ripper ,provision for  
battery cover and engine side covers  
Steps and handrails,right,left and rear  
Toolbox with lock  
Vandalism protection,lockable fuel tank,hydraulic tank





## Rental Purchase Schedule

RDO Equipment Co.  
5500 East Penstock Avenue  
Flagstaff AZ, 86004  
Phone: (928) 526-0639 - Fax: (928) 526-2498

Invoice To:  
APACHE COUNTY FINANCE  
PO BOX 428  
SAINT JOHNS, AZ, 85936  
County: APACHE (001)  
(928) 337-7612

Rental Type: Rental Purchase  
Deal Number: 1026762  
Customer Account#: 4903006  
Sales Professional: Zachariah Pierson  
Phone: (928) 526-0639  
Fax: (928) 526-2498  
Email: ZPierson@rdoequipment.com

### Rental Information

Ordered By: Zachariah Pierson  
Estimated Rental Schedule: Starting on: 11/13/2017, Ending on: 4/30/2018  
Job Site Address: PO BOX 428  
SAINT JOHNS, AZ 85936

### Additional Charges

| Unit                            | Type                       | Amount            | Taxes           | Total             |
|---------------------------------|----------------------------|-------------------|-----------------|-------------------|
| 2015 JOHN DEERE 1050K           | Outside Trucking (Taxable) | \$3,000.00        | \$268.53        | \$3,268.53        |
| <b>Total Additional Charges</b> |                            | <b>\$3,000.00</b> | <b>\$268.53</b> | <b>\$3,268.53</b> |

### Equipment Rental Rates

| Serial            | Stock   | Year/Make/Model                                                                                          | Quantity                              | OT/Hourly | Monthly     |
|-------------------|---------|----------------------------------------------------------------------------------------------------------|---------------------------------------|-----------|-------------|
| 1T01050KAFF286042 | X578672 | 2015 JOHN DEERE 1050K  | Final Tier 4 (FT4) Certified Engine 1 | \$120.00  | \$19,200.00 |

### Rental Rate Totals

|                                                                    | Monthly            |
|--------------------------------------------------------------------|--------------------|
| Base Rental Rate:                                                  | \$19,200.00        |
| LDW: (14% of Rental)(described in Legal Information section below) | \$2,688.00         |
| Environmental Fee: ( 3% of Rental )                                | \$576.00           |
| Estimated Rental Taxes: AZ FLAGSTAFF 8.951%                        | \$1,770.15         |
| <b>Cost Per Term (Before Additional Charges)</b>                   | <b>\$24,234.15</b> |



## Rental Purchase Information

Note: Only Rentals that are paid will be applied to the conversion balance. Any fees or taxes collected will not.

|                                          |                           |
|------------------------------------------|---------------------------|
| Rental Start Date:                       | 11/13/2017                |
| Conversion Date:                         | 4/30/2018                 |
| Rental Terms:                            | 6 months                  |
| Rental Purchase Type:                    | Straight Balance (6% APR) |
| Purchase Price:                          | \$535,593.81              |
| Total Rentals Paid to Apply to Purchase: | (\$115,200.00)            |
| Total Rental Purchase Charges/Interest:  | \$14,882.90               |
| Down Payment:                            | \$0.00                    |
| Subtotal:                                | \$435,276.71              |
| Tax Code 3:                              | \$38,961.62               |
| AZFL 8.951%                              |                           |
| Amount Owed at Conversion                | \$474,238.33              |

## Legal Information

Term, start, end dates, rental rates, and sales tax are all approximated and subject to change. RDO Equipment Co. reserve the right to replace equipment with 'like' equipment at any time. The rental rate for Equipment covers normal use only not to exceed 8-hours/1day, 40 hours/week, or 160 hours/month, based on 20 working days. Equipment returned that require fuel, cleanup, repair work or replacement parts do to unusual wear & tear will warrant additional charges. Should you not provide RDO Equipment Co. with physical damage insurance coverage, a Loss Damage Waiver fee of 14% of the rental charge will be applied. Applicable sales tax, property and environmental fees to apply. Use only Low Sulfur Diesel (ULSD). Applicant agrees this be a Schedule to the Rental Agreement.

The Rental Purchase calculations on this document assume the following. 1. The conversion of the rental purchase happens on the actual date. 2. All rentals are paid in full before the conversion date. 3. No additional maintenance fees are added during the rental period. If any of these things occur, the pricing on the agreement will be re-negotiated. (If the Purchase Option is exercised all maintenance and non-warranty repairs will be added to the Purchase Price of the unit(s). Any repairs that are made due to misuse, neglect or damage will be paidfor by Lessee at the time of repair).

Upon signing or electronic acceptance, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

## Signature Area



There are machine(s) on this Rental that are equipped with Final Tier 4 (FT4) certified engine(s). Use John Deere Plus-50 II Low Ash Engine Oil (#TY26673), or equivalent; **Do not mix oils or brands.** Use John Deere Cool Gard II antifreeze / coolant (#TY26576), or equivalent. Use John Deere Exhaust Fluid (#SWDEF025), or equivalent. Use Low Sulfur Diesel (ULSD)

Applicant:

(Customer's Signature)

(Customer's Printed Name)

(Applicant Title)

(Date Signed)

This is not an invoice. You will receive an invoice when the first billing cycle is complete, or when the machines are returned, whichever occurs first.  
This Rental Schedule was created on 12/4/2017 and is valid until 1/3/2018. After that date, the terms may need to be revised

## Comments

This 1050K is equipped with all items listed on the second page of this document as well as the items listed below.

- John Deere Link (JD Link) comes equipped until 2020. This includes a training session by our product specialist. JD Link allows Apache county administration to generate reports regarding machine performance on a per operator case, create curfews with geo-fences around worksites that will alert the designated point of contact if the machine is removed from area or switched on during restricted hours.
- This machine is covered by an extended comprehensive warranty until 19Apr2019 or 3000 hours. Additional warranty can be purchased.
- On date of delivery, or when specified by management, our product specialist will spend the day going over the entire machine with operators and mechanics to provide tips for maintenance and go over all the machines features.
- This machine has machine monitoring. Any alerts that the machine generates will be immediately communicated to our monitoring team. They will further diagnose the machine, determine if action is necessary, and work with RDO Flagstaff to schedule a technician. Within minutes of the alert, you will receive a call with a full report.
- TRADE EVALS TO BE ADDED – EXPECTED TRADE UNITS: Cat D6 & Cat Motor Grader.
- In the case of the 1050K being returned, the trucking cost is added to the quote. This will be removed if the machine is considered for purchase.
- For Rental Purchases a interest rate of 6% is applied during the rental. This does not indicate the percentage if the machine is financed for purchase.

## Caterpillar Financial Services Corporation

## Finance Proposal

## CUSTOMER

Name: Apache County

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:

Acknowledged by ..... Nov-22-18  
 Funded by ..... Nov-22-18

## DEALER

EMPIRE SOUTHWEST, LLC

Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 608-3043  
 Fax number .....  
 Quote date ..... 10/23/2018  
 Quote time ..... 16:16:02

## FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 7 Annual  
 Payments ..... in Advance

Quoted by ..... h160cet  
 Report created by ..... h160cet

|     | Model | Ann.<br>Hours | Qty | Sale Price | Amount<br>Financed | Payment   | Balloon   | Fixed<br>Rate |
|-----|-------|---------------|-----|------------|--------------------|-----------|-----------|---------------|
| New | 120M2 | 1000          | 1   | 234,115.00 | 234,565.00         | 29,343.79 | 83,440.00 | 5.3500        |

Special Conditions:

120M2

Model Year - 2018, Standard Environment; Major Attachments-Cab, Tires, Air  
 Conditioning; Blades/Buckets/Rippers-Ripper; Other Attachments-Accumulators, Blade  
 Lift

|     | Model | Insurance | Payment<br>w/Insurance |
|-----|-------|-----------|------------------------|
| New | 120M2 | 2,890.40  | 32,234.19              |

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

## CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:





## RDO Finance Quote - Lease

RDO Equipment Co.  
5500 East Penstock Avenue  
Flagstaff AZ, 86004  
Phone: (928) 526-0639 - Fax: (928) 526-2498

Prepared For:  
APACHE COUNTY FINANCE  
PO BOX 428  
SAINT JOHNS, AZ, 85936  
(928) 337-7612

Prepared By:  
Name:  
Title:  
Phone:  
Mobile:

Zachariah Pierson  
Sales Professional  
(928) 526-0639

### Comments

Lease payments do not include any applicable taxes. 1st payment due at signing. Subject to credit approval.

### Equipment Information

| Status / Year / Make / Model | Serial Number |
|------------------------------|---------------|
| New 2018 JOHN DEERE 620G     | TBD           |

### Quote Options

|          | Lender               | Frequency | Term | Number Of Payments | Security Deposit | Number of Advanced Payments | Payment (Plus Applicable Taxes) | Annual Hours | Purchase Option or FMV |
|----------|----------------------|-----------|------|--------------------|------------------|-----------------------------|---------------------------------|--------------|------------------------|
| Option 1 | John Deere Financial | Monthly   | 84   | 84                 | \$0.00           | 1                           | \$2,321.57                      | 1000         | \$131,000.00 (PO)      |

### Other Notices

All Numbers subject to Final Credit Approval

\$27,858<sup>84</sup> +/- yr.





**JOHN DEERE**

## Investment Proposal (Quote)

RDO Equipment Co.  
5500 East Penstock Avenue  
Flagstaff AZ, 86004  
Phone: (928) 526-0639 - Fax: (928) 526-2498

Proposal for:  
APACHE COUNTY FINANCE  
PO BOX 428  
SAINT JOHNS, AZ, 85936  
APACHE(001)

Investment Proposal Date: 11/9/2018  
Pricing Valid Until: 12/9/2018  
Deal Number: 1134681  
Customer Account#: 4903006  
Sales Professional: Zachariah Pierson  
Phone: (928) 526-0639  
Fax: (928) 526-2498  
Email: ZPierson@rdoequipment.com

### Comments

This 620G is equipped with all items listed on the second page of this document as well as the items listed below.

- On date of delivery, or when specified by management, our product specialist will spend time going over the entire machine with operators and mechanics to provide tips for maintenance and go over all the machines features.
- This machine is covered by an extended COMPREHENSIVE full machine warranty for 84 months / 7000 hours. Additional warranty can be purchased.
- John Deere Link (JD Link) comes equipped for 5 years. This includes a training session by our product specialist. JD Link allows you to generate reports regarding machine performance on a per operator case, create curfews with geo-fences around worksites that will alert the designated point of contact if the machine is removed from area or switched on during restricted hours.
- RDO Promise provides free warranty travel and repair on any item under warranty.
- Machine is equipped with machine security to prevent any unsanctioned usage
- Extended warranties are available for purchase. If not purchased when the machine is bought, you may purchase an extension at any time during the period of warranty. After the warranty is concluded, if you wish to purchase extended, there are options available.

### Equipment Information

| Quantity            | Serial Number | Hours (approx.) | Status / Year / Make / Model<br>Additional Items                                                                                                                                                                                                                                                                    | Cash Price                                                                                  |
|---------------------|---------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 1                   | TBD           | 0               | New 2018 JOHN DEERE 620G<br>Customer Discount CUST NJPA CONTRACT #032515-JDC IS 44% OFF BASE LIST PRICE#<br>Freight In From Factory<br>Freight Out To Dist 3<br>Prep / Reconditioning PDI - Gas / Def / Inspection<br>Warranty -John Deere Comprehensive-84 Months, 7000 Hours,Deductible: 200, Exp Date: 11/7/2025 | \$364,301.02<br><b>(\$153,006.43)</b><br>\$3,200.00<br>\$900.00<br>\$1,000.00<br>\$8,450.00 |
| Equipment Subtotal: |               |                 |                                                                                                                                                                                                                                                                                                                     | <b>\$224,844.59</b>                                                                         |

### Purchase Order Totals

Balance: \$224,844.59  
Tax Rate 3: (AZFL 8.951%) \$20,125.84  
Sales Tax Total: \$20,125.84  
Sub Total: \$244,970.43  
Cash with Order: **\$0.00**  
Balance Due: **\$244,970.43**

## Equipment Options

| Qty | Serial Number | Year / Make / Model  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|---------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | TBD           | 2018 JOHN DEERE 620G | 1210DW 620G MOTOR GRADER<br>1010 STANDARD HYDRAULIC CONTROLS<br>1145 6.8L ENG,EPA FINAL TIER IV<br>1235 ALTERNATOR 130 AMP<br>1310 QUICK SERVICE GROUP<br>1410 STANDARD FUEL LINES<br>1610 HYDRAULIC PUMP DISCONNECT<br>170C JDLINK ULT 5 YEAR SERVICE<br>1830 BLACK EXHAUST STACK<br>1920 NO BLADE IMPACT ABSORPTION<br>2020 12' X 24" X 7/8" MB (8" CE)<br>2575 NOT TOPCON READY<br>2605 ENGLISH LABELS & DECALS<br>2775 NO TOPCON RADIO INSTALLATION<br>2820 SNGL INPUT W/ SLIP CLUTCH<br>2920 NO GP MAST MOUNTS<br>4917 14R24 G2/L2 1* NBP 1PC RIM<br>5030 LOW CAB W/ OPEN WINDOWS<br>5520 NO AUTOSHIFT TRANSMISSION<br>5710 TRANS VALVE SOLENOID GUARD<br>5815 HYDRAU-GREASE,OIL,FUEL,COOLN<br>6010 CAB PRECLEANER<br>6120 DELUXE CLOTH SEAT/AIR SUSPEN<br>6510 RH 4 FUNC CONTROL VALVE<br>6620 LH 5 FUNC CONTROL VALVE<br>6715 FRONT PUSH BLOCK 2000LBS<br>6810 REAR RIPPER/SCARIFIER COMBO<br>7110 STANDARD LIGHTING PACKAGE<br>7525 1400 CCA BATTERY<br>7610 REVERSING FAN<br>7820 NO FRONT FENDERS<br>8120 CONVERTER, 25 AMP 24V TO 12V<br>8210 MIRROR, CONVEX EXTERIOR<br>8320 LESS LOWER FRONT WIPER<br>8415 RADIO AM/FM/WB BLUETOOTH<br>8510 A/C - CHARGE<br>8625 A/C SYSTEM<br>8730 NO SOUND ABSORPTION PKG<br>8820 NO REAR CAMERA<br>9130 REAR RETRACTABLE SUNSHADE<br>9273 RT SIDE ENGINE WORK LIGHT<br>9274 LT SIDE ENGINE WORK LIGHT<br>9717 G2/L2 1* NBP 1PC RIM |

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

District 1  
Date/Signature: 12/24/18 

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

Discussion / approval to enter into a professional Services agreement with Clinton Jim to facilitate BIA clearances process for the Carrizo quarry pit lease. Contract is not to exceed \$6000.00 per the contract budget.

BOS Meeting Date Requested 1/2/19

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

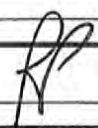
Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials





12-20-2018



To Patrick Sandoval  
Rosinda

from: Clinton Sim

5 pages

I've reviewed the document.  
Go ahead & move it forward.  
We need the Pit ASAP!

*[Signature]*  
12/20/18

CONTRACT BUDGET

|              |                 |         |
|--------------|-----------------|---------|
| Fees:        | 50 hours X \$75 | \$3,750 |
| Expenses:    |                 |         |
|              | Mileage:        | 750     |
| Total:       |                 | \$4,500 |
| Contingency: |                 | \$1,500 |

More trips may be required for travel to either Chinle Apache County Office, Gallup BIA offices or Window Rock Navajo Nation offices

CLINTON JIM

STATEMENT OF QUALIFICATIONS

PROCESSING OF BIA APPROVAL OF CLEARANCES FOR GRAVEL PIT

I am qualified to assist Apache County in obtaining BIA clearance for a gravel pit in Teec Nos Pos. In my youth I was interpreter for my father and grandparents and I started my employment as an interpreter for Social Security on the Navajo Nation as a summer employee during high school. Since then I have worked on the Navajo Nation Commerce Department as its director with business site leases issuance and compliance. I was also Director of the Navajo Election Office and staff assistant to a Chairman and President of the Navajo Nation so I am familiar with the Navajo Nation from these perspectives. More specifically, I have assisted several companies, individuals and institutions in obtaining both Navajo Tribal and BIA clearances. Following is a brief description of several projects I have assisted:

1. Encana Inc. is an oil exploration company in need of clearances in the Nageezi/Counselor/ Huerfano areas of Eastern Navajo. I worked with individual land allotment owners to secure clearances for exploration and oil extraction activities. For the most part the process involved the BIA District and Area Offices. I was successful in obtaining all land clearances requested and Encana was satisfied.
2. Mesa Verde Resources, Inc. is a company out of Rio Rancho New Mexico and the owner at the time Bruce Reid contacted me for assistance in obtaining Navajo Tribal and BIA clearances to mine coal debris (the best way to describe the material being mined) which is humate used as fertilizer additive. Mr. Reid had been trying to secure clearance for quite some time prior to contacting me. I was successful and this project is a first for an individual Navajo allottee mine lease. Attached is a letter of recommendation from Mr. Reid. He has since retired and sold the company which is still operational.
3. Richard White, a rancher from South of Gallup, NM hired me to sell fee land in Ramah, NM to the Navajo Nation. This was a huge undertaking and I had to work with the local chapter and Navajo Nation Council for support of the purchase. After many hours and several meetings the process included obtaining an acceptable appraisal with proof of land clearances. Next came Navajo Nation and BIA clearances. In some cases it required upfront



coordination between Navajo Nation and BIA requirements to avoid later process complications. It is important to ensure BIA acceptance of Navajo Nation requirements and vice versa the entire time.

4. Navajo Oil and Gas hired me to obtain right of ways and clearances on grazing leases and customary use areas when needed for various company projects. Some clearances were needed to extend or repair pipelines and other clearances were to develop convenience store/gas stations. I also conducted community outreach for Navajo Oil and Gas to keep communities abreast of company activities and to maintain a two way line of communication. Navajo Oil and Gas strives to keep the communities informed and to keep lines of communication to resolve issues arising from company activities and to include local communities in development plans.
5. Dine College of Tsaile, Arizona hired me as liaison to local communities and various branches of the Navajo Nation. I assisted them by informing Navajo Council Delegates of their plans and funding needs. I was able to help open lines of communications with Delegates for their support on various legislation affecting their institution. I also attended local chapter meetings/gatherings to provide information on programs/courses available and issues regarding the college. I was a member of the College Board of Regents for eight years prior so I was somewhat familiar with their endeavors and needs.
6. Navajo Technical University hired me as a community liaison and specifically to access Executive Order lands within Crownpoint community. This process required both BIA and Navajo Nation clearances. I was able to obtain clearances for a small section of the Executive Order Lands for NTU but it is possible to obtain access to the rest of the lands when NTU and Crownpoint Chapter agree on development for the remainder. There was slight hesitation by the Chapter as the project was moving a little too fast.

I have become very familiar with land clearances as I am an Indian allotment owner and also possess a grazing permit transferred to me from my father. Clearances are required for any construction or development using USDA assistance so I have learned the process to put in my fences, a water well and other ranch projects. The BIA offices and Navajo land offices are very familiar with my persistence and determination to get clearances. I have learned that each project is different and can require a new process but with determination and persistence it will happen.

December 18, 2018

Bruce Reid  
3335 Hyder Ave. SE  
Albuquerque, NM 87106  
(505) 238-7282

**RE: Clinton Jim**

To Whom it may concern,

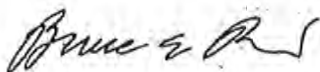
It is my pleasure to recommend to you Mr. Clinton Jim as a Right-of-Way agent and Government Liaison for your upcoming project in the San Juan Basin of New Mexico.

Mr. Jim worked for my company, Mesa Verde Resources, for a period of about 18 months from the summer of 2015 throughout 2016 when we were engaged in opening a new mining project in the Star Lake Area of McKinley County. Clinton was not only instrumental in our success, but was very much a key factor in getting ROW approval through BIA and the Navajo Nation, along with our Mining Permit through the BIA. This permit was the first-ever mining permit for humates in Indian Country, not only in New Mexico but in the entire U.S.

When we retained Mr. Jim in 2015, we had already invested at least 6-8 months in attempting to move our paperwork through bureaucratic channels. If it was not for Mr. Jim's persistent efforts thereafter, involving both BIA and Navajo Tribal officials, it is my opinion that the project could have been delayed for another 6 months to 1 year.

Please let me know should there be any questions.

Sincerely,



Bruce Reid  
Owner and GM of Mesa Verde Resources – now retired

June 7, 2015

Mr. Bruce Reid  
Mesa Verde Resources

Bruce,

I will be available to assist your company in obtaining right-of-ways in Starlake, New Mexico beginning Monday, June 8, 2015. After our scheduled meeting tomorrow, in Crownpoint we can drive out to Starlake for a formal introduction as your right-of-way person.

Attached to this correspondence is an itemized fees and expenses schedule. I am looking forward to working with you and your organization. Thank you for this opportunity.

Sincerely,

  
Clinton Jim



INDEPENDENT CONTRACTOR AGREEMENT  
(Clinton Jim)

This Agreement for independent contractor services is entered into between Apache County District 1 acting by and through the Apache County Board of Supervisors ("County") and Clinton Jim ("Contractor") as follows:

RECITALS:

1. District 1 desires to contract with an outside professional provider to represent its citizens in research and legislative actions, and in the approval process for obtaining BIA clearance for a gravel pit in the Navajo Nation near Teec Nos Pos.
2. The Contractor is competent to provide these services on behalf of the County

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

- Assist in intergovernmental relations with the Navajo Nation, federal government and Apache County in obtaining BIA clearance for a gravel pit near Teec Nos Pos;
- Obtain any necessary clearances or other approvals from various government agencies to allow for the furtherance of the gravel pit project;
- Management of any required Reviews or reports;
- Other such planning, management and analysis of projects as directed by the district one supervisor.

FINANCIAL

As full and complete compensation for the services to be provided by Contractor, the County shall pay to the Contractor a fixed rate three thousand seven hundred and fifty dollars (\$3,750), to be paid at the conclusion of the project after obtaining clearance from the BIA and Navajo Nation for the gravel pit, an amount agreed upon by all parties. Contractor will also be compensated by the County for the reimbursement of travel expenses, upon the presentation of proper receipts up to \$750 (seven hundred and fifty dollars) Travel costs shall be reimbursed at the standard County rate upon presentation of receipts and a travel reimbursement form. This Agreement shall remain in full force and effect for the period of one

year, or until conclusion of the project contemplated in this agreement.

Payment will be made directly to the Contractor in accordance with the County's standard procedures for processing payments.

## GENERAL REQUIREMENTS

### 1. General Requirements

- a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
- b. The Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

### 2. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

### 3. Termination of Contract

The County and the Contractor may terminate this contract under the following conditions:

- a. The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.
  1. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.
  2. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract.

- b. Contractor may terminate this contract at any time with thirty (30) days notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.
- d. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

#### 4. Default

- a. The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement.
- b. The Contractor shall continue the performance of this contract to the extent not terminated.
- c. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the County, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.
- d. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

#### 5. Independent Contractor

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.



6. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

7. Record Retention

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Insurance and Indemnification

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by County;
- b. If required by law, workers' compensation coverage including employees' liability coverage.

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

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless County and its agents, representatives, officers, officials and employees from and against any and all

claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

10. Travel

Contractor will be reimbursed for travel as a cost pursuant to the Financial section of this Agreement.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. Assignment

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

Effective Date: January 1, 2019

Expiration Date: December 31, 2019

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

For and on behalf of the County:

\_\_\_\_\_  
Chairman,  
Apache County Board of Supervisors

Date \_\_\_\_\_

Contractor:

\_\_\_\_\_  
Clinton Jim

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

Date \_\_\_\_\_



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

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

ENGINEERING PSH-TIP

Date/Signature 12/13/18

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

PERMISSION TO AWARD BID #201901 FOR PURCHASE OF CONSTRUCTION WATER IN THE HUNT VALLEY AREA.

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

RP

*Office of  
Apache County Engineer  
P.O. Box 228, St. Johns, AZ 85936  
jcrosby@co.apache.az.us*

J. Ferrin Crosby, P.E.  
County Engineer

Telephone: 928.337.7528  
Facsimile: 928.337.2062

December 13, 2018

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid # 201901

Steve Crosby                      \$7.00 per 1000 gallons

It is the recommendation of the Engineer's Office to award Bid # 201901 to STEVE CROSBY.

He was the only and low bidder.

Thank you.

Dale Hauser  
Engineering Department

Vendor shall include the following bid sheet for each material being bid:

PRODUCT SOURCE: Steve Crosby Well

PRODUCT LOCATION: Hunt/CR5152

BID PRICE / PER 1000 GALLONS

\$7.00

SALES TAX  
(If Applicable)

0

TOTAL BID PRICE / PER 1000 GALLONS

\$7.00

APACHE COUNTY RESERVES THE RIGHT TO RENEW THIS BID , IF BOTH THE VENDOR AND APACHE COUNTY ARE IN WRITTEN AGREEMENT.

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: DAVE SWIETANSKI, Sr. PROJECT ENGINEER (928) 337-7505 or DALE HAUSER  
ENGINEERING DEPARTMENT (928)337-7531

VENDOR NAME Steve Crosby DATE 11/28/18

VENDOR ADDRESS: PO Box 533

VENDOR TELEPHONE 928 245 6289 FAX \_\_\_\_\_

AUTHORIZED SIGNATURE Steve Crosby

FEDERAL ID# 840467208

May other governmental agencies purchase against this contract? Yes ☐ No ☒



Bid for: 201901 - HUNT WATER

Bid Opening Date: 12.12.18

Time: 2:00 pm

Present: Delos Bond, Dale Hauser,  
Zach Pemberton

Tabulating: Dale Hauser

VENDOR NAME

Stevie Crosby

AMOUNT

\$ 7.06 / 1000 gal

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

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

District 3

Date/Signature: 12/19/2018

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

Review and possible approval professional services contract between District 3 and Veritas Research Consulting, LTD.

//BOS Meeting Date Requested January 2019

PRE-AGENDA ITEM REVIEW

Legal Review:\_\_\_

See E-mail

Signature

Finance Review:\_\_\_

Signature

Human Resources Review:\_\_\_

Signature

Other Review:\_\_\_

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP

## Beth Bond

---

**From:** Joe Young  
**Sent:** Thursday, December 20, 2018 5:08 PM  
**To:** Malena Bazurto; David Lamm  
**Cc:** Beth Bond; Ryan Patterson  
**Subject:** RE: VRC agenda item

I have no legal issues with the item

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

**From:** Malena Bazurto [mailto:mbazurto@co.apache.az.us]  
**Sent:** Wednesday, December 19, 2018 12:37 PM  
**To:** Joe Young; David Lamm  
**Cc:** Beth Bond; Ryan Patterson  
**Subject:** VRC agenda item

Hello Joe and David,  
Please find the attached agenda item for your review.  
Thank you,  
Malena



INDEPENDENT CONTRACTOR AGREEMENT  
(Veritas Research Consulting, LTD)

This Agreement for independent contractor services is entered into between Apache County District 3 acting by and through the Apache County Board of Supervisors ("County") and Veritas Research Consulting LTD and its agent Doyel Shamley ("Contractor") as follows:

RECITALS:

1. District 3 desires to contract with an outside professional provider to represent its citizens in research and legislative actions, environmental reviews, and negotiations with local, State, and Federal entities.
2. The Contractor is competent to provide these services on behalf of the County

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

- Assist in intergovernmental relations with federal, state, and other county entities when appropriate;
- Assistance in the coordination of resource planning, analyses, and decision support to District 3;
- Coordination of National Environmental Policy Act (NEPA) FLPMA projects and roles and responsibilities of the County as a coordinating agency;
- Management of Environmental Reviews which require County social, cultural, and economic impact analyses and reporting;
- Review areas for policies and/or ordinance development where directed and develop ordinance proposals where appropriate;
- Add forest health specific component to the County Land Plan for the US Forest Service consistency reviews in the ASNF and plan revisions;
- Provide support for District 3 regarding environmental and natural resource legislation and related socioeconomic issues;
- Other such resource planning, management and analysis of projects as directed by the district three supervisor.

## FINANCIAL

As full and complete compensation for the services to be provided by Contractor, the County shall pay to the Contractor a fixed rate fee of fifty dollars (\$50.00) per hour, not to exceed a total annual amount of \$45,000.00 per year, an amount agreed upon by all parties. Contractor will be compensated by the County for all reasonable and necessary costs incurred in the performance of services, upon the presentation of proper receipts up to \$15,000 (fifteen thousand dollars) Allowable costs include, but are not limited to, travel expenses, expert fees, printing costs, and cost of media correspondence and presentations. This Agreement shall remain in full force and effect for the period of one year, with an automatic renewal for an additional year unless earlier terminated by the parties.

On last Thursday of each month, the Contractor will submit to the District 3 Administrative Coordinator, an invoice for services provided along with digital scans of any receipts to which the contractor is seeking reimbursement. Payment will be made directly to the Contractor in accordance with the County's standard procedures for processing payments.

## GENERAL REQUIREMENTS

1. General Requirements
  - a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
  - b. The Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.
2. Disputes
  - a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
  - b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
  - c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.
3. Termination of Contract

The County and the Contractor may terminate this contract under the following conditions:

a. The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.

1. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.

2. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract.

b. Contractor may terminate this contract at any time with thirty (30) days notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.

c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.

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

#### 4. Default

a. The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement.

b. The Contractor shall continue the performance of this contract to the extent not terminated.

c. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the County, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.

d. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

#### 5. Independent Contractor



The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

7. Record Retention

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Insurance and Indemnification

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed

sufficient by County;

- b. If required by law, workers' compensation coverage including employees' liability coverage.

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

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

#### 10. Travel

Contractor will be reimbursed for travel as a cost pursuant to the Financial section of this Agreement.

#### 11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

#### 12. Assignment

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written

approval shall be void.

Effective Date: January 1, 2019

Expiration Date: December 31, 2019

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

For and on behalf of the County:

\_\_\_\_\_  
Chairman,  
Apache County Board of Supervisors

Date \_\_\_\_\_

Contractor:

\_\_\_\_\_  
Doyel Shamley

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

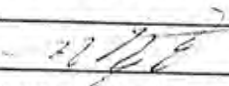
Date \_\_\_\_\_



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

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

District 3

Date/Signature: 12/19/2018 

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

Review and possible approval of reorganization of District 3 Supervisor's Office as follows: elimination of Part Time Administrative Coordinator (range 38), Economic Development Director (range 60), Hazardous Fuels Mitigation Manager (range 58), and Field Operations Manager (range 50) and create the following positions: Division Manager of Health, Safety and Environmental (range 58), Division Manager of Special Projects (range 58), and Division Manager of Technical Services (range 55). This restructure does not affect the current budget.  
//BOS Meeting Date Requested January 2019

**PRE-AGENDA ITEM REVIEW**

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_ /

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

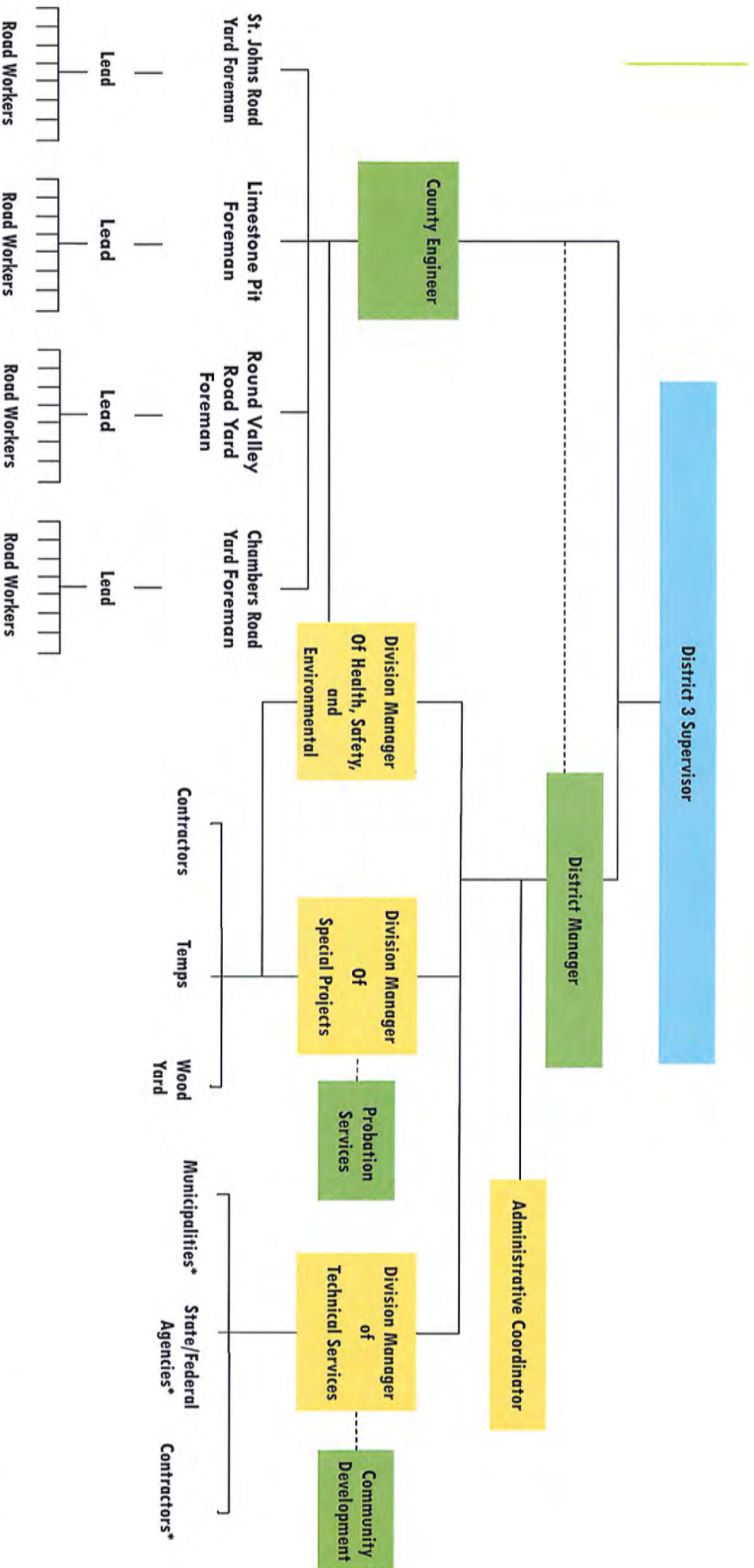
Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials 

# District 3 Organizational Structure



\*Coordination of activities



**DIVISION MANAGER OF HEALTH, SAFETY, AND  
ENVIRONMENTAL (HSE)  
DISTRICT III**

|                 |                      |
|-----------------|----------------------|
| Effective Date: | 1/02/2019            |
| Range:          | 55                   |
| Annual Salary:  | \$49,321 - \$73,982  |
|                 | Exempt, Unclassified |

**NATURE OF WORK:**

Under supervision of the District Manager, HSE Manager will work closely with District 3 road yard foremen and County Engineer, and be responsible for assisting in the development and implementation of health, safety, and environmental programs; ensure employee, contractor, and public safety; address existing policy and procedure to reduce accidental losses and protect District 3 assets; ensure compliance with regulatory requirements; act as a resource and subject matter expert regarding occupational health, safety, and environmental concerns for District 3 as determined by the District Manager.

**TYPICAL DUTIES (Illustrative Only):**

- Conduct job site and facility audits on personnel, equipment, and materials;
- Analyze incident reports and evaluate injury case studies based available data;
- Work with Risk Management and Human Resources to evaluate, assess, and update safety procedures and policy for the benefit of County employees;
- Prepare and conduct safety trainings for employees and contractors;
- Ensure compliance with regulatory bodies and standards, (OSHA, EPA, MSHA, etc), which may include policy creation and implementation;
- Lead injury and incident inquiries and evaluations;
- Maintain most updated information of regulatory regulations and disseminate information to applicable personnel as well as identify emerging regulations that may affect District 3 and work with the District Manager to develop and/or update policy and procedure;
- Present to District Manager, any HSE requirements, plans, and performance data;
- Conduct contractor audits related to occupational health, safety, and environmental issues;
- Provide support for initial project activities where supervision of HSE protocols is warranted.

**KNOWLEDGE, SKILLS AND ABILITIES:**

**Considerable knowledge of:**

- Administrative practices;
- Safety regulations and safe work practices;
- Civil engineering principles and practices;
- OSHA, ANSI, EPA, and other regulatory agency standards related to occupational health, safety, and environmental;
- Incident Command Structure;

**Working knowledge of:**

- Supervisory practices and techniques;
- Conducting and documenting investigations;
- Intergovernmental relationships;

**Ability to:**

- Organize and direct teams through organizational changes;
- Effectively organize and lead trainings that promote positive motivation;
- Establish and maintain effective working relationships with employees, other agencies and



the public;

- Follow written and verbal instructions;
- Communicate effectively verbally and in writing;
- Work independently with limited supervision;

**MINIMUM QUALIFICATIONS:**

Five (5) years of related experience in a supervisory role preferred, with emphasis on incident and emergency management. Experience instructing/teaching preferred. Proficient computer skills including Microsoft Office Suite. Must have a valid AZ driver's license and be able to travel within the Counties District 3 boundaries and attend occasional meetings/trainings outside of the County.



## **DIVISION MANAGER OF SPECIAL PROJECTS DISTRICT III**

|                 |                      |
|-----------------|----------------------|
| Effective Date: | 1/02/2019            |
| Range:          | 58                   |
| Annual Salary:  | \$53,113 - \$79,670  |
|                 | Exempt, Unclassified |

### **NATURE OF WORK:**

Under supervision of the District Manager, Special Projects Manager will be responsible for overseeing the operations and facilitation of grant and other special projects as determined by the District Manager.

### **TYPICAL DUTIES (Illustrative Only):**

- Oversight of the County's firewood program;
- Facilitation of forestry grant programs;
- FIREwise outreach to private property owners;
- Outreach to industry contacts related to special projects;
- Attendance at various meetings and workshops related to specific projects and industry in the County;
- Other duties as assigned by the District Manager;

### **KNOWLEDGE, SKILLS AND ABILITIES:**

#### **Considerable knowledge of:**

- Administrative practices;
- Safety regulations and safe work practices;
- County policy and procedure;

#### **Working knowledge of:**

- Supervisory practices and techniques;
- Intergovernmental relationships;
- FIREwise program and fire mitigation practices;
- Incident command structure;

#### **Ability to:**

- Organize and direct teams;
- Establish and maintain effective working relationships with employees, other agencies and the public;
- Follow written and verbal instructions;
- Communicate effectively verbally and in writing;
- Work independently with limited supervision;
- Create and maintain detailed project plans and reports;

### **MINIMUM QUALIFICATIONS:**

Five (5) years of related experience in a supervisory role preferred, where attention to details is paramount. Experience working with machinery and/or farming equipment. Proficient computer skills including Microsoft Office Suite. Must have a valid AZ driver's license and be able to travel within the Counties District 3 boundaries and attend occasional meetings/trainings outside of the County.



## **DIVISION MANAGER OF TECHNICAL SERVICES DISTRICT III**

|                 |                      |
|-----------------|----------------------|
| Effective Date: | 1/02/2019            |
| Range:          | 55                   |
| Annual Salary:  | \$49,321 - \$73,982  |
|                 | Exempt, Unclassified |

### **NATURE OF WORK:**

Under supervision of the District Manager, Technical Services Manager will be responsible for research and development of programs and opportunities available to the County that have the overall benefit of improving the quality of life for residents while enhancing or improving the existing environment through infrastructure and/or policy changes.

### **TYPICAL DUTIES (Illustrative Only):**

- Conduct environmental reviews on sites that will utilize federal funding;
- Coordinate with local, state, and federal agencies to leverage funding where appropriate;
- Research community needs related to infrastructure improvement;
- Research and compile economic reports for communities in District 3;
- Research funding opportunities for veteran services applicable to Apache County;
- Other duties as assigned by the District Manager;

### **KNOWLEDGE, SKILLS AND ABILITIES:**

#### **Considerable knowledge of:**

- Administrative practices;
- Safety regulations and safe work practices;
- County policy and procedure;
- Local, State, and Federal funding regulations;
- National Environmental Policy Act (NEPA) requirements;
- State Historical Preservation Office (SHPO) regulations;

#### **Working knowledge of:**

- Supervisory practices and techniques;
- Intergovernmental relationships;
- Congressional actions affecting Apache County;
- Incident command structure;

#### **Ability to:**

- Organize information and present it in a timely manner;
- Establish and maintain effective working relationships with employees, other agencies and the public;
- Follow written and verbal instructions;
- Communicate effectively verbally and in writing;
- Work independently with limited supervision;
- Create and maintain detailed project plans and reports;

### **MINIMUM QUALIFICATIONS:**

Five (5) years of related experience in a supervisory role preferred, where attention to details is paramount. Experience working with government agencies. Proficient computer skills including Microsoft Office Suite. Must have a valid AZ driver's license and be able to travel within the Counties District 3 boundaries and occasional travel outside of the County.



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

date/time stamp

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

District 3

Date/Signature: 12/19/2018

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

Review and possible approval of grant contract # WFHF 18-202 (Wildland Fire Hazardous Fuels) between Arizona Department of Forestry and Fire Management and Apache County for hazardous fuels mitigation in the Vernon area.

//BOS Meeting Date Requested January 2019

**PRE-AGENDA ITEM REVIEW**

Legal Review: \_\_

Signature

Finance Review: \_\_

Signature

Human Resources Review: \_\_

Signature

Other Review: \_\_

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



**Arizona Department of Forestry and Fire Management**  
**Grant Agreement No. WFHF 18-202**  
**Cooperative Forestry Hazardous Fuels Program**

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), **Apache County (DUNS #08-289-7786)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

**I. PURPOSE OF AGREEMENT**

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **18DG-11031600-061**, dated **8/1/2018**

The Catalog of Federal Domestic Assistance (CDFA) Number is **10.697, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

**II. SCOPE OF WORK**

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

**III. PROGRAMATIC CHANGES**

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

**IV. TERM OF AGREEMENT**

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2020** unless otherwise terminated or modified pursuant to the terms herein.

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to **90%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$182,154.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

## **VI. ELIGIBLE COSTS**

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

## **VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS**

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

## **VIII. AUDIT REQUIREMENTS**

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.



## **IX. PROCUREMENT REQUIREMENTS**

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

## **X. REPORTING REQUIREMENTS**

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

## **XI. PRINCIPAL CONTACTS.**

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

### **Principal Sub-Grantee Programmatic Contact:**

Malena Bazurto  
Program Manager  
Apache County  
P.O. Box 428  
St. Johns, AZ 85936-0428  
(928) 551-1769  
mbazurto@co.apache.az.us

### **Principal Arizona State Forestry Contact:**

Aaron Casem  
Grant Specialist  
1110 W. Washington Suite 100  
Phoenix, AZ 85007  
(602) 771-1403  
acasem@dffm.az.gov

## **XII. NOTICES**

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

| <b><u>STATE FORESTRY</u></b>                                                                                                                                                                 | <b><u>SUB-GRANTEE</u></b>                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Glen Buettner</u></b><br>Grants and Planning<br>Arizona Department of Forestry<br>and Fire Management<br>1110 West Washington, Suite 100<br>Phoenix, AZ 85007<br>gbuettner@dffm.az.gov | <b><u>Malena Bazurto</u></b><br>Program Manager<br>Apache County<br>P.O. Box 428<br>St. Johns, AZ 85936-0428<br>(928) 551-1769<br>mbazurto@co.apache.az.us |

### **XIII. AWARD CLOSEOUT**

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

### **XIV. AUTHORITY**

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

### **XV. ATTACHMENTS**

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification



**XVI. IN WITNESS WHEREOF**, the parties agree to execute this agreement as of the last date written below.

|                                                                                                                                                    |                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b><u>STATE FORESTRY</u></b><br><br>Arizona Department of Forestry<br>and Fire Management.<br>1110 West Washington, Suite 100<br>Phoenix, AZ 85007 | <b><u>ACCEPTED BY SUB-GRANTEE</u></b><br><br>Apache County<br>P.O. Box 428<br>St. Johns, AZ 85936-0428 |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|

\_\_\_\_\_  
Signature

**Arizona State Forester**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

# Vernon Community Wildfire Mitigation

**Profile :** mbazurto@co.apache.az.us

**1. Application/Project Title :** Vernon Community Wildfire Mitigation

**2. Program/Project Congressional District (check all that apply) :**

1

**3. Program/Project Legislative District (check all that apply) :**

7

**4. Scope of Work :** The Vernon community is located in the southwestern edge of Apache County. It was the site of the San Juan Fire in 2014. Prior to the fire and since, there have been projects on federal and State lands which have made the area more resilient to the effects of wildfire. Private property treatments have not been done in a manner to sufficiently alleviate that risk. Residents there have been made aware of the impact that thinning on the National Forest made in saving their town and properties. Forty-five residents, with a total of 550 acres, are ready for fuels treatment and some had begun stewardship plans in 2016. This proposal seeks to address 200 acres of private property fuels treatment. Vernon has the potential to become a FIREwise community with the continued outreach and relationship established with its Fire District and local forestry agencies. Apache County's Fuels Mitigation Specialist will work in tandem with the Vernon Fire Chief to contact those individuals already interested in mitigation on their property. The next step is to have them complete a 'Landowner Agreement' which outlines the roles and responsibilities of the property owners and the County. That agreement allows a full FIREwise site assessment to be conducted. At that time, the landowner is counseled on what type of treatment should take place and any other things they can do to reduce the threat of wildfire. The information from the Landowner Agreement will be sent to the Economic Development Director, who is charged with maintaining property files, financial documents, and reimbursements. Once the assessment and paperwork are in order, actual mitigation work will be coordinated by the Hazardous Fuels Specialist and the Vernon Fire Department will collaborate to complete the projects. An estimate of time will be sent with the Landowner Agreement to ensure proper funding is set aside for each landowner. Property owners will be required to match 10% of total treatment costs, which will be counted toward program match. It is estimated that \$176,000 in grant funds will be used for actual fuels treatment. An additional \$6,152 will go toward administration, supplies, and travel. Apache County Probation services will work with the County and Vernon Fire to chip debris and haul useable firewood away from the sites. This firewood will be distributed around the County for heating fuel. Probation's time and equipment will be reported as program match. Match is estimated at \$24,000 from property owners and an additional \$2,000 in labor and equipment.

**5. Project Timeline :** A contract between Apache County and AZDFFM will be executed between August and October of 2018. Quarterly reports and reimbursement requests will be sent, as necessary, once the contract is in place. Property owners will be notified and site assessments scheduled so that work can begin as quickly as possible. By December 2018, 50 acres of the project should be complete. Due to winter weather, cutting may not resume until April of 2019. Between April 2019 and December 2019, an additional 100 acres of treatment will be completed. Springtime can bring fire restrictions that may delay cutting until after July. Without delays, 150 acres should be complete by August of 2020. December of 2020 is the goal for completed treatment of 200 acres. To help avoid a contract extension this project is planned for completion over 24 months as seasonal conditions may delay this timeline.

**6. Collaborative Elements and Partners :** Apache County's Economic Development Director will manage the grant program and the County's Hazardous Fuels Specialist will be the main point of contact for property owners. Vernon Fire will help to conduct site assessments and perform fuels treatments. Apache County Probation Services will partner in chipping and hauling off debris, as well as, hauling and distributing firewood throughout the County. Sites have already been identified for firewood distribution including local churches, Navajo Nation Chapter Houses, and local Senior Centers. These sites will ensure that the firewood goes to those citizens who otherwise can't afford heating fuels. Arizona State Forestry's Northeast District will help with outreach to citizens and utilize their conservation crews on sites that require more technical work.



**7. Sustainability Plan :** As with all hazardous fuels mitigation projects, landowners are instructed on how to manage their properties so that additional large treatments will not be necessary. An example is, where properties are adjacent to other treatments, the Fire Department and local forestry agencies can work with neighbors/homeowner groups to hold annual "clean-up" days as a way to share associated costs (i.e., thinning, hauling, burning). Vernon Fire Department will serve as the catalyst to keep property owners informed and involved. Periodic checks of treated properties by Apache County and the Fire Department will identify any issues such as tree mortality or insect infestation that would warrant a removal of tree(s). Identifying these issues early would significantly reduce negative effects and keep treatment costs manageable. Outreach to new community members is also key in the longevity of fuels treatments.

**8. Evaluation Plan :** Property assessments determine the type of treatment prescribed. Assessments look at buildings and infrastructure on the site. The Firewise and defensible space guidelines help determine how much vegetation should be removed near structures. Smaller lots require neighbor involvement for seamless and effective treatment. Pictures are taken during the assessment, with several points documented for 'after' pictures. A written assessment is then compiled with pictures and sent to the property owner and the County for the parcel file. With the assessment and landowner agreement on hand, funding is set aside for treatment. Upon completion, the property owners are billed for their 10% match of total costs. Apache County then requests 90% reimbursement from the State for the completed treatment. Before the payments are requested, an 'after' assessment will take place. This documentation will be placed in the parcel file and included in quarterly progress reports to the State.

**9. Project Goals and Objectives :** The referred to acres are located in the southwestern portion of Apache County adjacent to National Forest and Navajo County. Vernon is at 6,913 feet in elevation and the vegetation is primarily cedar and juniper with pinon and some ponderosa pine. Vernon is currently rated moderate on the Communities-At-Risk List. Vernon area residents, with a total of 550 acres, have been identified for fuels treatments. This proposal seeks to address 200 acres of those identified private properties. Treatment on these acres will mitigate wildfire risk at an estimated cost of \$1,200 per acre. Completed treatments will increase the fire safety of Vernon and its residents, but also protect those communities surrounding the area such as Greens Peak, Eagar, Greer, and McNary. To date, there has been extensive outreach and education that supports Vernon as a good candidate to become a recognized Firewise community upon treatment completion.

**10. Program Specific Criteria #1 - Project Area / Need :** The vegetation type in the Vernon area ranges from primarily cedar and pinon/juniper to ponderosa pine stands. There are areas of dense understory. In 2015 the Vernon Fire Department identified 550 acres of needed treatment. At the time, the Vernon Fire Chief was new to the area and engaged the County to look at possible grant funds to support a thinning effort. He was able to obtain satellite images from 1998 and 2014. (See attached in detailed maps) The images show a profound growth of vegetation over 16 years without any type of fuels mitigation or fire regime. Most of the parcels in the targeted treatment area are 10 acres and above in size. At least 200 of the identified acreage is adjacent to National Forest or State land. Over the last five years, the Forest Service, Game and Fish, and State Land Department have mitigated fuels on their respective lands in the area. The most recent treatment was done along US Highway 60 in Navajo County on a federal habitat area. As winds blow primarily from the South, this fuels treatment is a significant fuel break for the Vernon Community. The acreage in this proposal will offset those types of treatments to further mitigate fuels that threaten habitat and infrastructure.

**11. Program Specific Criteria #2 - CWPP Planning :** In 2004, The CWPP for At-Risk Communities of the Sitgreaves National Forest was completed. At that time areas of Vernon ranged from condition classes 1-3 for fire threat. The CWPP was revised in 2016. Apache County was once again a partner agency in the CWPP planning process. Vernon was reassessed with an expanded WUI delineation. The expanded WUI includes 1,100 more acres surrounding the Vernon community. The map on page 43, included in the revised CWPP, shows the expanded WUI boundary and the target treatment areas classified moderate to high risk for wildfire effects. Page 56, of the 2016 CWPP, recognizes the responsibilities of property owners to create and maintain defensible space and the proactive approach of agencies to be involved with those landowners. Page 85 of the 2016 CWPP outlines goals for improving fire prevention and reducing hazardous fuels, and promoting community involvement. This proposal aims to achieve the planning goal of treating the condition class 2 and 3 properties and reducing them to a class 1.

**12. Program Specific Criteria #3 - Organization Capability :** Malena Bazurto has been the Grants Manager over hazardous fuels projects for Apache County since 2009. She recently achieved the title of Economic Development Director. Over the last 9 years she has managed over \$1 million in State and Federal funds that addressed fire mitigation on private and federal land. Doyel Shamley was the Natural Resources Coordinator until taking office as the Apache County District 3 Supervisor in 2016. Bruce Greco was contracted to fill that role. Bruce has an extensive forestry background from years spent working at the Ecological Restoration Institute at Northern Arizona University. Bruce and Malena have trained the Hazardous Fuels Coordinator on site assessments, FIREwise practices, and defensible space measures. The Hazardous Fuels Coordinator has received his class A and B falling certifications and is continually attending trainings related to fire adapted community efforts. His role alongside Vernon Fire Department will be to coordinate work on the ground through initial site assessments, photo documentation, reporting, follow-up assessments, and any technical issues that arise. Hazardous Fuels Coordinator and Vernon Fire also conduct the treatment at each site. Apache County Probation Services will be responsible for slash removal. Any technical falling will be contracted out. The State Conservation Crew will also be available for treatments on larger properties. These strategies will keep the project on time and build the best possible outcomes toward long-term fire prevention. The Economic Development Director will continue to manage this project as she has managed previous and current ones which include WFHF 16-203 and WBB1 16-602. All financial payments will go through the Apache County Finance Department in accordance with State and Federal laws.

**Upload Project Overview Map (required) :** WFHF 2015 Maps 4.pdf

**Upload Project Detail Map (optional) :** Project detail maps.pdf

**Upload CWPP Priority Documentation (optional) :** CWPP docs.pdf

**Upload Letters of Partner Support (optional) :** Letters of Support.pdf

**Average Score :**

**# of Awards :** 0

**# of Reviews :** 0

**# of Denials :** 0

**Total Awarded Amount :** 0.00

*Created by : ecivisprod*

*Record ID # : 6031986*

*Last change : 2018-05-25T22:46:27+0000*

6032241

## **Personnel :**

**Personnel Request :** \$3,200.00

**Personnel Request Narrative Justification :** Malena Bazurto, Economic Development Director, will be managing the financial and reporting responsibilities of the grant. Her time will be billed to the grant contract for 100 hours over the 2 years at \$32.00/per hour. This hourly rate includes any employee related expenses and fringe benefits.

**Personnel Match :** \$9,196.80

**Personnel Match Narrative Justification :** Apache County Probation Services will provide personnel to load and haul useable firewood away from the properties after treatment. Any remaining debris will be cleaned up through chipping and hauling. This match is estimated at \$19.16 per hour for an estimated 20 hours per week over the life of the grant. Please see attached letter of support from Probation Services.

## **Fringe Benefits :**

**Fringe Benefits Request :** \$0.00

**Fringe Benefits Request Narrative Justification :** Fringe benefits are included in the hourly rates for administration time.

**Fringe Benefits Match :** \$0.00

## **Travel :**

**Travel Request :** \$2,452.50

**Travel Request Narrative Justification :** Travel is requested for the Hazardous Fuels Coordinator to drive to Vernon for treatment and site assessments. He will be working at least two days per week on this project and traveling 90 miles round trip for an estimated 4,500 miles over the life of the project. Mileage reimbursements will be requested at the current federal rate of \$.545 per mile.

**Travel Match :** \$2,500.00

**Travel Match Narrative Justification :** Travel by Probation Services will be reported as match. An estimated \$2,500 will be reported for trips to Vernon for slash clean up and firewood removal.

## **Equipment :**

**Equipment Request :** \$0.00

**Equipment Match :** \$0.00

## **Supplies :**

**Supplies Request :** \$500.00

**Supplies Request Narrative Justification :** Supplies are requested for paper, printing supplies, and tree flagging ribbon. Flagging ribbon is estimated at \$275 for 10 cases. Copy paper is estimated at \$45 per box and printing supplies will be purchased at an estimated \$165. This request totals \$500 to include anticipated tax.

**Supplies Match :** \$0.00



## Contractual :

**Contractual Request :** \$176,000.00

**Contractual Request Narrative Justification :** Thinning will be carried out at a total cost of \$1,200 per acre. An estimated 200 acres will be treated with these grant funds. The Apache County Hazardous Fuels Specialist and Vernon Fire Department will have the primary roles of performing this work. A 90% portion of these costs will be billed to the grant contract (\$1,080 per acre). Property owners will be responsible for paying the other 10% as match to the program. In the event that a technical faller or other contractor services are required, the County will solicit the help of the State Conservation crew at a cost of \$1,400 per day. The State Crew has the ability to treat more acres for that cost so the average cost per acre of \$1,200 will remain unchanged.

**Contractual Match :** \$24,000.00

**Contractual Match Narrative Justification :** Property owners will be required to pay 10% of total treatment costs at \$1,200 per acre. Apache County will bill the property owners for that amount (\$120 per acre) and report the payments as program match.

## Construction :

**Construction Request :** \$0.00

**Construction Match :** \$0.00

## Other :

**Other Request :** \$0.00

**Other Match :** \$0.00

**Total Direct Charges :** 182152.5

## Indirect Costs :

**Indirect Costs Request :** \$0.00

**Indirect Costs Match :** \$0.00

**Total Request (Direct + Indirect Costs) :** 182152.5

**Total Match :** 35696.8

**Submission :** Vernon Community Wildfire Mitigation

*Created by : rbaird@ecivis.com*

*Record ID # : 6032241*

*Last change : 2018-05-25T22:42:47+0000*

6032241

## **Personnel :**

**Personnel Request :** \$3,200.00

**Personnel Request Narrative Justification :** Malena Bazurto, Economic Development Director, will be managing the financial and reporting responsibilities of the grant. Her time will be billed to the grant contract for 100 hours over the 2 years at \$32.00/per hour. This hourly rate includes any employee related expenses and fringe benefits.

**Personnel Match :** \$9,196.80

**Personnel Match Narrative Justification :** Apache County Probation Services will provide personnel to load and haul useable firewood away from the properties after treatment. Any remaining debris will be cleaned up through chipping and hauling. This match is estimated at \$19.16 per hour for an estimated 20 hours per week over the life of the grant. Please see attached letter of support from Probation Services.

## **Fringe Benefits :**

**Fringe Benefits Request :** \$0.00

**Fringe Benefits Request Narrative Justification :** Fringe benefits are included in the hourly rates for administration time.

**Fringe Benefits Match :** \$0.00

## **Travel :**

**Travel Request :** \$2,452.50

**Travel Request Narrative Justification :** Travel is requested for the Hazardous Fuels Coordinator to drive to Vernon for treatment and site assessments. He will be working at least two days per week on this project and traveling 90 miles round trip for an estimated 4,500 miles over the life of the project. Mileage reimbursements will be requested at the current federal rate of \$.545 per mile.

**Travel Match :** \$2,500.00

**Travel Match Narrative Justification :** Travel by Probation Services will be reported as match. An estimated \$2,500 will be reported for trips to Vernon for slash clean up and firewood removal.

## **Equipment :**

**Equipment Request :** \$0.00

**Equipment Match :** \$0.00

## **Supplies :**

**Supplies Request :** \$500.00

**Supplies Request Narrative Justification :** Supplies are requested for paper, printing supplies, and tree flagging ribbon. Flagging ribbon is estimated at \$275 for 10 cases. Copy paper is estimated at \$45 per box and printing supplies will be purchased at an estimated \$165. This request totals \$500 to include anticipated tax.

**Supplies Match :** \$0.00

## **Contractual :**

**Contractual Request :** \$176,000.00

**Contractual Request Narrative Justification :** Thinning will be carried out at a total cost of \$1,200 per acre. An estimated 200 acres will be treated with these grant funds. The Apache County Hazardous Fuels Specialist and Vernon Fire Department will have the primary roles of performing this work. A 90% portion of these costs will be billed to the grant contract (\$1,080 per acre). Property owners will be responsible for paying the other 10% as match to the program. In the event that a technical faller or other contractor services are required, the County will solicit the help of the State Conservation crew at a cost of \$1,400 per day. The State Crew has the ability to treat more acres for that cost so the average cost per acre of \$1,200 will remain unchanged.

**Contractual Match :** \$24,000.00

**Contractual Match Narrative Justification :** Property owners will be required to pay 10% of total treatment costs at \$1,200 per acre. Apache County will bill the property owners for that amount (\$120 per acre) and report the payments as program match.

## **Construction :**

**Construction Request :** \$0.00

**Construction Match :** \$0.00

## **Other :**

**Other Request :** \$0.00

**Other Match :** \$0.00

**Total Direct Charges :** 182152.5

## **Indirect Costs :**

**Indirect Costs Request :** \$0.00

**Indirect Costs Match :** \$0.00

**Total Request (Direct + Indirect Costs) :** 182152.5

**Total Match :** 35696.8

**Submission :** Vernon Community Wildfire Mitigation

*Created by : rbaird@ecivis.com*

*Record ID # : 6032241*

*Last change : 2018-05-25T22:42:47+0000*



**ATTACHMENT B**  
**(Cover Sheet)**

**Detailed Project Plan – Subject to State Approval**  
(Include specific planned accomplishments, detailed project budget, and time line)

## **Vernon WFHF 2018**

### **Project Goals and Objectives**

These acres are located in the southwestern portion of Apache County adjacent to National Forest and Navajo County. Vernon is at about 6,913 feet in elevation and the vegetation is primarily cedar and juniper with pinon and some ponderosa pine. Vernon currently rated moderate on the Communities At Risk List. Vernon area residents with a total of 550 acres have been identified for fuels treatments. This proposal seeks to address 155 acres of those identified private properties. Treatment on these acres will mitigate wildfire risk at an estimated cost of \$1,200 per acre. Completed treatments will increase the fire safety of Vernon and its residents, but also protect those communities surrounding the area such as Greens Peak, Eagar, Greer, and McNary.

Apache County's District Manager will manage the grant program. The County's Field Operations Manager will be the main point of contact for property owners. Vernon Fire will help to conduct site assessments and perform fuels treatments. Apache County Probation Services will partner in chipping and hauling off debris as well as hauling and distributing firewood throughout the County. Sites have already been identified for firewood distribution. Those sites include local churches, Navajo Nation Chapter Houses, and local Senior Centers. These sites will make sure that the firewood goes to those citizens who otherwise can't afford heating fuels. Arizona State Forestry's Northeast District will help with outreach to citizens and utilize their conservation crews on sites that require more technical work.

As with all hazardous fuels mitigation projects, landowners are instructed on how to manage their properties so that additional large treatments will not be necessary. An example is, where properties are adjacent to other treatments, the Fire Department and local forestry agencies can work with neighbors/homeowner groups to hold annual "clean-up" days as a way to share associated costs (i.e., thinning, hauling, burning). Vernon Fire Department will serve as the catalyst to keep property owners informed and involved. Periodic checks of treated properties by Apache County and the Fire Department will identify any issues such as tree mortality or insect infestation that would warrant a removal of tree(s). Identifying these issues early would significantly reduce negative effects and keep treatment costs manageable. Outreach to new community members is also key in the longevity of fuels treatments.

### **Project Timeline**

A contract between Apache County and Arizona DFFM will be executed December of 2018. Quarterly reports and reimbursement requests will be sent, as necessary, once the contract is in place. Property owners will be notified and site assessments scheduled so that work can begin as quickly as possible. By the end of 1<sup>st</sup> QTR 2019, 25 acres of the project should be complete. Due to winter weather, cutting may not resume until April of 2019. Between April 2019 and December 2019, an additional 100 acres of treatment will be completed. Springtime can bring fire restrictions that may delay cutting until after July. Without delays, 30 acres should be complete by August of 2020.

December of 2020 is the goal for completed treatment of 155 acres. To help avoid a contract extension this project is planned for completion over 24 months as seasonal conditions may delay this timeline.

Project:

| Total Project Budget (by expense type)                   |                                      |                                              |             |                  |
|----------------------------------------------------------|--------------------------------------|----------------------------------------------|-------------|------------------|
| Budget Detail<br>(Provide additional detail in Block #8) | Grant Share<br>(\$ Amount Requested) | Match<br>(contributor breakdown in block #6) |             | TOTAL            |
|                                                          |                                      | Dollars                                      | In-Kind     |                  |
| Administrative Labor:                                    | \$5,000                              | \$5,000                                      | \$0         | \$10,000         |
| Project Labor:                                           | \$5,000                              | \$5,000                                      | \$0         | \$10,000         |
| Fringe Benefits:                                         | \$0                                  | \$0                                          | \$0         | \$ 0             |
| Travel:                                                  | \$1,500                              | \$0                                          | \$0         | \$1,500          |
| Equipment:                                               | \$0                                  | \$10,000                                     | \$0         | \$10,000         |
| Supplies:                                                | \$500                                | \$0                                          | \$0         | \$ 500           |
| Contractual:                                             | \$170,150                            | \$17,015                                     | \$0         | \$187,650        |
| Other:                                                   | \$0                                  | \$0                                          | \$0         | \$ 0             |
| <b>TOTAL:</b>                                            | <b>\$182,150</b>                     | <b>\$37,015</b>                              | <b>\$ 0</b> | <b>\$219,650</b> |

| Budget Narrative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</b></p> <p>It is estimated that \$170,150 in grant funds will be used for fuels treatment of approximately 155 acres. An additional \$12,000 will go toward administration, supplies, and travel. Administrative labor will be for the Grants Manager to track data, compile reports, and process payments over the term of the grant project. This cost is calculated \$37.22 per hour for 125 (and 125 match) hours. Project labor is being calculation at \$32.10 per hour for 150 ( and 150 match) hours for the field operations manager to facilitate the project. This work will include site visits, data collection, and general project oversight with property owners and contractors. Travel is estimated at \$1,500 for diesel fuel associated with the project. Another \$500 will be used for paper, printing , and tree flagging materials. Apache County Probation services will work with the County and Vernon Fire to chip debris and haul useable firewood away from the sites. This firewood will be distributed around the County for heating fuel. Probation's time and equipment will be reported as program match. Match is estimated at \$17,015 from property owners and an additional \$20,000 in administrative support, labor and equipment.</p> |

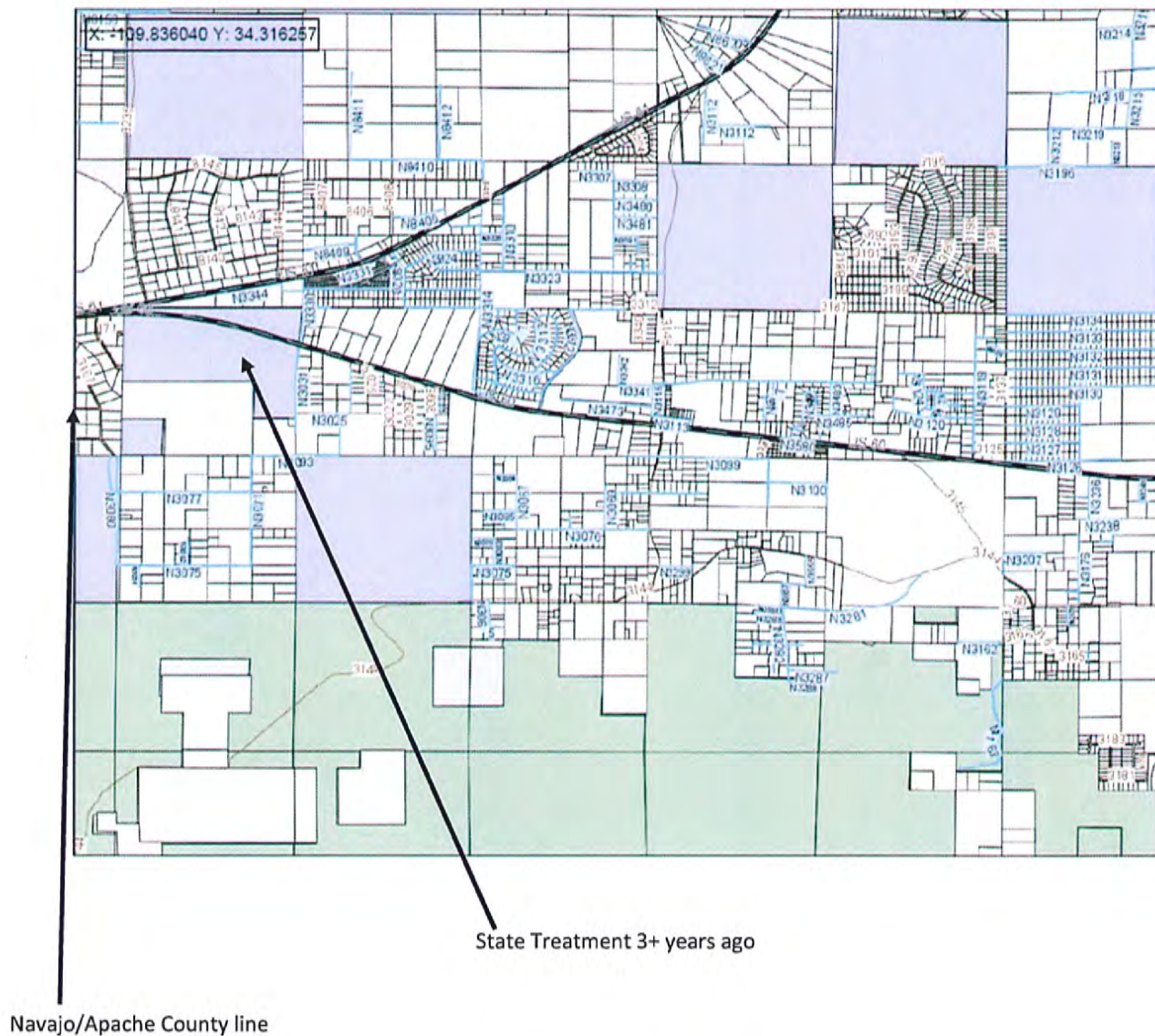


Included are here two satellite pictures: one is recent as of this year, (2014 map above), the other was taken in 1998 (below). The difference one can see in the 16 years is profound.

(Provided by Vernon Fire District)



This map details parcels within the targeted project area. The purple is State land, the green is Forest Service, and the white is private property.





| parcel number | County Road | Acreage     |
|---------------|-------------|-------------|
| 106-76-039    |             | 3087 0.63   |
| 106-70-063    |             | 3120        |
| 106-70-061    |             | 3120 0.9    |
| 106-68-001c   |             | 3124 2.58   |
| 106-37-271    |             | 3129 1.07   |
| 106-37-040    |             | 3133 1.17   |
| 106-69-012g   |             | 3138 8.2    |
| 106-38-002q   |             | 3140 4.7    |
| 106-05-003b   |             | 3140 221.48 |
| 106-56-004b   |             | 3140 2.5    |
| 106-69-018b   |             | 3140 9.74   |
| 106-56-003f   |             | 3140 4.7    |
| 106-71-019k   |             | 3140 1.75   |
| 106-56-007g   |             | 3140 5.19   |
| 106-52-015w   |             | 3144 4.69   |
| 106-52-015x   |             | 3144 1.35   |
| 106-22-015    |             | 3144 5.18   |
| 106-44-025    |             | 3147 1.37   |
| 106-64-124    |             | 3151 2.05   |
| 106-61-038    |             | 3158 5.53   |
| 106-61-035    |             | 3158 4.8    |
| 106-64-033    |             | 3158 2.07   |
| 106-64-050    |             | 3159 3.09   |
| 106-41-020o   |             | 3161 1.1    |
| 106-63-014    |             | 3168 5.18   |
| 106-64-104    |             | 3175 2.28   |
| 107-62-009    |             | 3205 1      |
| 106-41-044b   |             | 3205 5      |
| 106-39-002u   |             | 3241 7.07   |
| 106-39-002t   |             | 3241 7.02   |
| 106-30-002n   |             | 3284 2.83   |
| 106-54-016i   |             | 3323 3.8    |
| 106-36-047a   |             | 3398 18.58  |
| 106-36-024p   |             | 3398 30.18  |
| 106-36-024l   |             | 3398 10.9   |
| 106-72-035    |             | 8143 3.9    |
| 106-72-041    |             | 8143 3.95   |
| 106-10-001    | FR 61       | 115         |
| 106-39-007b   | n3236/3238  | 21          |
| 106-36-024g   |             |             |
| 106-58-017    |             |             |
| 106-31-003g   |             | 6.27        |
| 106-72-023    |             | 4.79        |
| 106-75-087    |             | 5.58        |
| 103-20-071    |             | 1.04        |
|               |             | 551.21      |



## **ATTACHMENT C**

### **General Provisions**

#### **COVENANT AGAINST CONTINGENT FEES**

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **MODIFICATIONS**

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

#### **EXTENSIONS**

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

#### **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

#### **RETENTION OF RECORDS**

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

#### **COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09**

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

## ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

## FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

## MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

## TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

## TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

#### 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 contract, 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 of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

#### FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

#### ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

#### ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

#### SUSPENSION OR DEBARMENT

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

#### CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants



Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – [www.sam.gov](http://www.sam.gov)
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

#### TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

#### UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform> ).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov) .

#### PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)"*

*To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."*

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

#### REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

#### TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

##### A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
  - (i) Associated with performance under this award; or
  - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
  - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
  - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
  - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - (2) Includes:



- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

#### INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

#### COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

#### INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

#### PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

#### GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

#### ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

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**INELIGIBLE COSTS** – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantees sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs



## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**REIMBURSABLE PROJECT EXPENSES** – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

**Labor-** may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.

- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

**Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

**Equipment Purchases (small)** – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

**Equipment Purchases (large)** - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

**Equipment Rental** – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

**Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

**Equipment Operating Costs** - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.



## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**ELIGIBLE MATCH** – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

**Cash** - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

**In-kind Contributions** - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

**Volunteer** - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



## Quarterly Performance Report

### GRANT INFORMATION:

|               |  |                 |  |
|---------------|--|-----------------|--|
| Grant Number: |  | Grant Award \$: |  |
| Project Name: |  | Award End Date: |  |
| Organization: |  |                 |  |
| County:       |  | DFFM District:  |  |

### REPORT INFORMATION:

|                                   |  |                                            |  |
|-----------------------------------|--|--------------------------------------------|--|
| Calendar Year:                    |  | Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4: |  |
| Name of person completing report: |  |                                            |  |
| Submittal Date:                   |  |                                            |  |

**PROJECT OBJECTIVES ACCOMPLISHED:** (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

| PLANNED OVERALL    |                    | ACTUAL              |   |                 |   |                  |
|--------------------|--------------------|---------------------|---|-----------------|---|------------------|
| Project Objectives | Total Project Goal | Previously Reported | + | Current Quarter | = | Cumulative Total |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |
|                    |                    |                     |   |                 |   |                  |

#### Program-Specific Reportables (if applicable)

|   |  |  |  |  |
|---|--|--|--|--|
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

**Is this Project On Track?** (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.

(Please list any additional items in the narrative to assure they are recorded.)





## Quarterly Performance Report

**NARRATIVE REPORT / THIS QUARTER:** What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

**NARRATIVE REPORT / OVERALL PROJECT:** What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*





## Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: \_\_\_\_\_  
Organization Name: \_\_\_\_\_  
Total Grant Amount: \_\_\_\_\_ Total Match Required: \_\_\_\_\_  
Grant Expiration/End Date: \_\_\_\_\_ (Grant \$ + Match \$ = Total Project Cost)

### Previous Project Totals (Sum of all previous reimbursement requests):

| Reimbursable Costs | Match | Total |
|--------------------|-------|-------|
| _____              | _____ | _____ |

### This Reimbursement Period:

| Item                  | Reimbursable Costs | Match | Total |
|-----------------------|--------------------|-------|-------|
| Administration        | _____              | _____ | _____ |
| Personnel             | _____              | _____ | _____ |
| Contracted Services   | _____              | _____ | _____ |
| Supplies              | _____              | _____ | _____ |
| Other                 | _____              | _____ | _____ |
| Other                 | _____              | _____ | _____ |
| Other                 | _____              | _____ | _____ |
| Volunteer time        | N/A                | _____ | _____ |
| In-Kind Contributions | N/A                | _____ | _____ |
| Total:                | _____              | _____ | _____ |

### Cumulative Project Totals (This period request added to all previous reimbursement requests):

| Reimbursable Costs | Match | Total |
|--------------------|-------|-------|
| _____              | _____ | _____ |

\* As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days





## United States Department of Agriculture

AD 1048

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

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Two Before Completing Certification)***

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

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

SIGNATURE(S)

DATE

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

### **Instructions for Certification**

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



**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

**Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

**SIGNATURE**

| APPLICANT'S SIGNATURE (BY) | TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY | DATE SIGNED (MM-DD-YYYY) |
|----------------------------|------------------------------------------------------------------------------|--------------------------|
|                            |                                                                              |                          |

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

# BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Date/Signature:                     J. McCarty                    

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

Human Resources: Request approval to adjust the salaries of the Justices of the Peace in accordance with  
A.R.S. §22-125.

BOS Meeting Date Requested January 2, 2018

## PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature:                     J. McCarty                    

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

                    JB                    

## BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_



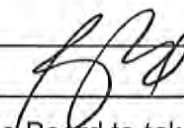
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

12/26/18 

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

Discussion and possible appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee for 2019.

BOS Meeting Date Requested 1/2/19

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PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials





# County Supervisors

A S S O C I A T I O N  
o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009  
(602) 252-5521 fax: (602) 253-3227

## Legislative Policy Committee ♦ Overview ♦

**Purpose:** Under CSA by-laws (Article 11), the LPC implements the legislative program adopted by the Board.

**Membership:** Fifteen members—the six CSA Executive Committee officers and one representative from each county not represented by an officer. Meetings are open to all CSA members.

**Voting Policy:** Two-thirds of the entire LPC may adopt a position on behalf of CSA regarding any issue before the state legislature or U.S. Congress that is not addressed in the Board's legislative program.

**Meetings:** The LPC meets as often as necessary during regular and special sessions of the legislature. During the regular session, meetings are scheduled at least once per month, although the LPC meets frequently when evolving issues demand rapid response or sustained attention. Telephonic participation is permitted.

**Activities:** The LPC is critical to the success of CSA's coalition strategy. Supervisors bring the credibility and influence necessary to inform state legislators of the needs of local constituencies. Accordingly, participants in the LPC will be engaged in the following activities:

- Review legislation and make recommendations to the Board
- Direct lobbying of state and federal leaders
- "Speakers Bureau" participation, helping to communicate the coalition's message points to local audiences
- Authoring Op-ed pieces
- Testifying before committees
- Serving as a catalyst to involve board colleagues in CSA legislative activities

CSA will provide staff support regarding these activities.



# County Supervisors ASSOCIATION of arizona

## COUNTY SUPERVISORS ASSOCIATION

### Legislative Policy Committee Membership

|                   | <u>2018</u>          | Proposed for<br><u>2019</u> |
|-------------------|----------------------|-----------------------------|
| Apache County     | ~ Alton Joe Shepherd |                             |
| Cochise County    | ~ Ann English        | Ann English                 |
| Coconino County   | ~ Matt Ryan          | Matt Ryan                   |
| Gila County       | ~ Tommie Martin      | Tommie Martin               |
| Graham County     | ~ Jim Palmer         | Jim Palmer                  |
| Greenlee County   | ~ Richard Lunt       | Richard Lunt                |
| La Paz County     | ~ D. L. Wilson       | D. L. Wilson                |
| Maricopa County   | ~ Clint Hickman      | Clint Hickman               |
| Mohave County     | ~ Jean Bishop        | Jean Bishop                 |
| Navajo County     | ~ Jason Whiting      | Jason Whiting               |
| Pima County       | ~ Sharon Bronson     |                             |
| Pinal County      | ~ Todd House         | Pete Rios                   |
| Santa Cruz County | ~ Rudy Molera        | Rudy Molera                 |
| Yavapai County    | ~ Jack Smith         |                             |
| Yuma County       | ~ Russell McCloud    |                             |



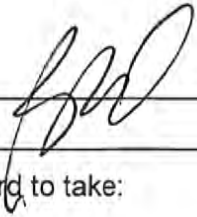
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:



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

Discussion and possible approval to solicit bids for publication services.

BOS Meeting Date Requested 1/2/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Payments Paid to White Mountain Independent

| <b>Year</b>  | <b>Amount</b>     |
|--------------|-------------------|
| 2013         | 23,376            |
| 2014         | 28,719            |
| 2015         | 23,979            |
| 2016         | 32,149            |
| 2017         | 19,417            |
| 2018         | 25,236            |
| 2019         | 5,960             |
| <b>Total</b> | <b>158,835.85</b> |

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

12/26/18 

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

County Manager: Discussion and possible approval to create a Public Information Officer position.

BOS Meeting Date Requested 1/2/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials







**PUBLIC INFORMATION OFFICER  
COUNTY MANAGER**

|                 |                     |
|-----------------|---------------------|
| Effective Date: | 1/02/2019           |
| Range:          | 55                  |
| Annual Salary:  | \$49,321 - \$73,982 |

**NATURE OF WORK:**

Under general direction of the County Manager develops and coordinates the County's public relations efforts, communications programs, and social media platforms.

**TYPICAL DUTIES (Illustrative Only):**

- Composes press releases and County news items for publication;
- Reviews and edits press releases from other departments;
- Manages the County's social media;
- Promotes County events through various mediums;
- Assists Supervisors in public messaging;
- Develops written materials, audio-visual, and web-based aids to provide information about County services to the public;
- Ensures information (links, photos, news, calendar, etc.) on County website is interesting, relevant and current;
- Assists other departments with content for webpages;
- Educates County staff in public and media relations;
- Maintains absolute confidentiality of work-related issues, customer records, and restricted County information;

•

**KNOWLEDGE, SKILLS AND ABILITIES:**

**Considerable knowledge of:**

- Public relations strategies and techniques;
- Effective media avenues and media personnel;
- Web based applications and programs;
- County policies and procedures.

**Ability to:**

- Speak publicly and respond to spontaneous questions;
- Prioritize, organize and manage multiple assignments;
- Develop, administer, and monitor program applications;
- Break down complex decisions for the public;
- Generate new and useful ideas and solve problems swiftly and sensibly;
- React in a calm and timely manner;
- Communicate effectively both verbally, and in writing;
- Compose, edit, and present clear and effective video and written public relations materials

**MINIMUM QUALIFICATIONS:**

Bachelor's Degree in Communications, Public Relations, Journalism, or relevant field; and four (4) years of experience in communications or public relations; OR any combination of education, training, or experience which demonstrates the ability to perform these job duties.

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

date/time stamp

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

County Attorney

Date/Signature:

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

County Attorney: Discussion and possible approval to appoint the Arizona Attorney General's Office to represent Apache County in case TX2018-000920, a tax case regarding centrally valued property of Transwestern Pipeline. Phoenix.

BOS Meeting Date Requested 1/2/19

---

**PRE-AGENDA ITEM REVIEW**

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

## **Beth Bond**

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**From:** Joe Young  
**Sent:** Thursday, December 20, 2018 4:36 PM  
**To:** Beth Bond  
**Subject:** Agenda Item

Discussion and possible approval to appoint the Arizona Attorney General's Office to represent Apache County in case TX2018-000920, a tax case regarding centrally valued property of Transwestern Pipeline.



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

date/time stamp

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

County Attorney \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(3), discussion and possible action regarding payment of extra retirement benefits for FLSA exempt employees working overtime hours pursuant to third party agreements and consideration of potential litigation.

BOS Meeting Date Requested 1/2/18

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**PRE-AGENDA ITEM REVIEW**

Legal Review: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

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Finance Review: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

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Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

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Other Review: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

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## Beth Bond

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**From:** Joe Young  
**Sent:** Wednesday, December 12, 2018 11:38 AM  
**To:** Beth Bond  
**Subject:** Agenda Item

Could you put the following on the next Board meeting

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(3), discussion and possible action regarding payment of extra retirement benefits for FLSA exempt employees working overtime hours pursuant to third party agreements and consideration of potential litigation.

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

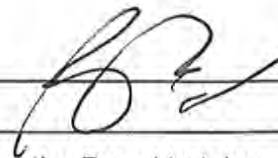
date/time stamp

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

County Manager

Date/Signature:

12/26/17



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

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

- Eastern Arizona Counties Organization meeting on January 16, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.
- The County Supervisors Association Legislative Reception on January 16, 2019 at 5:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association meeting on January 17, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

BOS Meeting Date Requested 1/2/19

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**PRE-AGENDA ITEM REVIEW**

Legal Review:

Signature

---

Finance Review:

Signature

---

Human Resources Review:

Signature

---

Other Review:

Signature

---

Reviews completed, item approved for Agenda.

Board Clerk's Initials





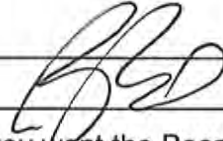
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

12/26/18 

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 1/2/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

