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VICE CHAIRMAN
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
SUPERVISOR
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS
CHAIRMAN
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

TELEPHONE: (928) 337-7503
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RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

**NOTICE OF A TELEPHONIC PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS**


Pursuant to A.R.S. §38-431.02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

**Board of Supervisors' Hearing Room, First Floor
Apache County Annex, 75 West Cleveland Street
St. Johns, Arizona**

**9:00 a.m. (MST) 10:00 a.m. (DMST)
July 30, 2025**

1. County Attorney's Office: Discussion and possible approval of Independent Contractor Agreement with Daniel Taylor for special prosecution services. This is within the FY26 budget.
2. Emergency Management: Notification of change in fire restrictions. Effective July 25, 2025, after a thorough review of current weather and fire conditions, all fire restrictions have been lifted for the unincorporated areas of Apache County.

One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 29th day of July at 8:30 a.m. by .



Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Attorney *Chris Rosare*

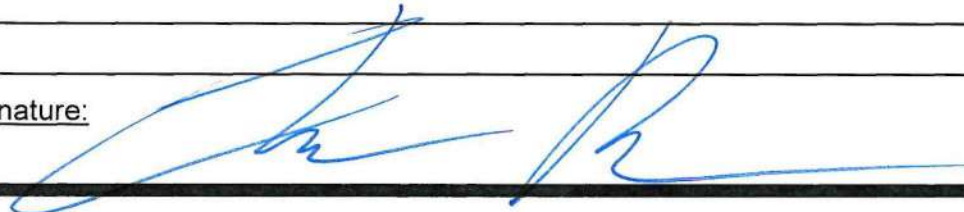
Date/Signature: *7/28/25* 

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 Independent Contractor Agreement with Daniel Taylor for special prosecution services. This is within the FY26 Budget.

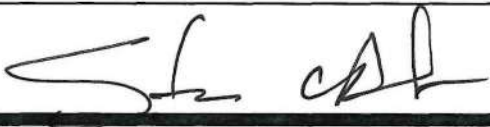
BOS Meeting Date Requested:

PRE-AGENDA ITEM REVIEW

Legal Review:


Signature: _____

Finance Review: _____


Signature: _____

Human Resources Review:

Signature: _____

Other Review:

Signature: _____

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

INDEPENDENT CONTRACTOR AGREEMENT (SPECIAL PROSECUTOR CONTRACT)

This Contract for special prosecution services is entered between the Apache County Attorney's Office ("ACAO") and Daniel Taylor ("Contractor").

RECITALS:

WHEREAS, ACAO desires the services of Contractor to serve as a Special Deputy Apache County Attorney for the purpose of reviewing, charging, and prosecuting felony cases in the Apache County Superior Court; and

WHEREAS, Contractor is a licensed attorney in the State of Arizona with substantial experience litigating criminal cases; and

WHEREAS, the County, by and through its Board of Supervisors, does hereby make, constitute, and appoint Daniel Taylor to be Special Deputy County Attorney in and for the County of Apache, State of Arizona, with authority to conduct prosecution on behalf of the State, in prosecutorial matters.

NOW THEREFORE, the parties agree as follows:

1. TERM

The term of this Contract shall begin on August 1, 2025, and continue through July 31, 2026. This Contract shall automatically renew for up to three (3) additional one-year terms unless otherwise terminated in writing by either party under the conditions set forth in this Contract.

2. SCOPE SERVICES

Contractor shall be responsible for prosecuting all felony cases arising in the Puerco area and all other areas of the county outside of St. Johns and Round Valley, with the sole exception of cases designated as high-profile felonies by the County Attorney or her designee. Contractor shall also be available to assist with felony cases arising in St. Johns and Round Valley as needed to help ensure an equitable distribution of cases with the prosecutor assigned to those areas. High-profile felonies include, but are not limited to, homicides and sex offences. In connection with these responsibilities, Contractor shall provide legal services to the County specific to those geographical areas, including but not limited to: researching and analyzing legal issues using both computerized and hard copy tools; providing legal guidance and advice to law enforcement during investigations; reviewing police reports and determining whether sufficient evidence exists to file charges; preparing long-form complaints; drafting memoranda and pleadings on legal issues in assigned cases; negotiating plea agreements; training ACAO staff; prosecuting felony cases at trial.

Contractor shall be physically present in court or at the Apache County Attorney's Office at two (2) days every other week, unless otherwise agreed upon by the County Attorney or her designee.

ACAO will provide all the necessary personnel, supplies, materials and equipment necessary for Contractor to perform services under this contract.

3. FINANCIAL

As full and complete compensation for the services to be provided by the Contractor, the ACAO shall pay the Contractor a fixed rate of twelve thousand five hundred dollars (\$12,500.00) per month, with total annual compensation under this Contract not exceeding one hundred fifty thousand dollars (\$150,000.00) during the initial term of this Contract.

Beginning with the first renewal term, and for each renewal term thereafter, the Contractor's monthly compensation shall be subject to an annual adjustment based on the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics for the twelve-month period ending in June of the preceding Contract year. Any such adjustment shall not exceed three percent (3%) and shall not be less than one percent (1%) annually.

4. CONTRACTOR CONFLICT OF INTEREST

To the extent that Contractor is currently representing clients with positions adverse to the ACAO or Apache County, Contractor shall provide ACAO written evidence of the informed consent of Contractor's adverse clients, and a request for ACAO's informed consent pursuant to ER 1.7 of the Rules of Professional Conduct.

5. PROSECUTORIAL IMMUNITY

The Contractor and the County recognize that as Special Deputy County Attorney engaged in the prosecutorial function, all immunities provided under state and federal law will apply to Daniel Taylor acting as prosecutor under the authority of the County.

6. CONFIDENTIALITY

Contractor shall use the Prosecutor by Karpel software provided by ACAO to retain all records and complete all prosecution duties under this Contract. Contractor shall maintain copies of all documents generated in the course of his duties under this Contract and the associated appointment as Special Deputy Apache County Attorney in accordance with all applicable public records rules and regulations, and ethical rules, during the course of this contract, or any extension thereof. Upon termination of this contract, said documents shall be delivered to ACAO for appropriate maintenance.

7. GENERAL REQUIREMENTS

This Agreement is entered into in accordance with Arizona Revised Statutes 11-251. 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.

8. CHOICE OF LAW

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 through voluntary mediation. The parties agree to make use of binding arbitration in all contract disputes pursuant to rules adopted under A.R.S. 12-133. If the parties cannot reach an agreement through mediation or binding arbitration, any legal

action shall be initiated in Apache County and this Contract shall be construed in accordance with Arizona law.

9. TERMINATION OF CONTRACT

Neither the Contractor nor ACAO may terminate this Contract within the first year of its term. After the first year, either party may terminate this Contract without cause by providing at least six (6) months' prior written notice to the other party. This six-month notice requirement applies regardless of when after the first year the termination is initiated (e.g., if the Contractor or County elects to terminate in month thirteen, written notice must have been provided no later than month seven). Notice shall be sent by regular or certified mail, return receipt requested, to the addresses listed in this Contract.

ACAO may terminate this Contract for cause, at any time, upon written notice to the Contractor. Cause includes, but is not limited to, failure to perform the services outlined in this Agreement, violation of ethical obligations, or any act of misconduct that impairs the ability to fulfill the duties under this Contract. ACAO may provide the Contractor an opportunity to cure the deficiency within a reasonable period, unless the cause for termination is deemed incurable.

In the event of termination as provided in this section, the Contractor shall: a) Cease all work specified in the notice of termination; and b) Be entitled to receive such compensation as is reasonably due for work completed up to the effective date of termination. No compensation beyond that amount shall be due. Upon termination, the Contractor shall deliver to ACAO a complete set of all documents, programs, and other information created pursuant to this Contract. The Contractor shall also return any unused materials purchased under this Contract to ACAO.

10. 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.

11. 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.

12. RECORD RETENTION

ACAO and Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract or until resolution of any audit that may be performed on the ACAO, whichever shall last occur, and for such period as is required by any other paragraph of contract. 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 (5) years. 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 ACAO, shall be retained by the Contractor; with a complete copy of all records provided to the County, until such appeals, litigation, claims or exceptions have been resolved.

13. INSURANCE

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance: 1) 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 ACAO; and, 2) if required by law, workers' compensation coverage including employees' liability coverage. Contractor shall provide ACAO with current certificates of insurance; and, Contractor shall provide to the ACAO written guarantee of thirty (30) days written notice to the ACAO of cancellation, nonrenewal or material change.

14. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless Apache 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).

15. 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(s),

16. 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.

17. SUBCONTRACTORS

The Contractor shall be responsible for all acts and omission of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of the County to pay or see to the payment of any money due any subcontractor, except as may be required by law. This provision shall not apply to the acts or omissions of support staff provided to the Contractor by the Apache County Attorney's Office or any other public agency.

18. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreement and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered, or extended only by a written amendment signed by the parties.

19. FORCED LABOR

Pursuant to A.R.S. 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor further acknowledges and agrees that (1) if Contractor becomes aware during the term of this Agreement that it is not in compliance with this certification that Contractor will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if Contractor does not provide the County with a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of Contractor to ensure compliance with this certification for the duration of this Agreement.

20. NOTICE

As contained within this Contract, all notices shall be mailed to the parties via certified mail, return receipt requested, at the following addresses:

Apache County
PO Box 428
St. Johns, AZ 85936

Daniel Taylor
Maverick Law, PLLC
370 W. Pinnacle Ridge Dr.
San Tan Valley, AZ 85140

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

Chairman Nelson Davis
Apache County Board of Supervisors

Date



Daniel Taylor
Maverick Law, PLLC

07/24/2025

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name Apache County Emergency Management

Date/Signature: Heath Slama 7/28/25

Describe in detail what you want to say to the Board and what action you want the Board to take:
Notification of change in fire restrictions. Effective July 25, 2025, after a thorough review of current weather and fire conditions, all fire restrictions have been lifted for the unincorporated areas of Apache County.

BOS Meeting Date: July 2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: _____

Check if item does not require review

Finance Review: _____

Signature: _____

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

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