



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Doyel Shamley
Vice Chairman, District III

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

July 5, 2017

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

Pledge of Allegiance.
Invocation by Invitation.

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

July 5, 2017

1. Discussion and possible approval of a contract addendum and change order with Creative Multimedia Inc, for County Flood Control projects as needed.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
July 5, 2017**

1. Discussion and possible approval of the lease agreement with Burnham Mortuary from July 1, 2017 through June 30, 2018. The lease consists of floor space in the mortuary and use of the embalming area. This was budgeted for in FY18.
2. Discussion and possible approval of a renewal of Intergovernmental Agreement, Proposition 201 Smoke Free Arizona, #ADHS17-171340, effective July 1, 2017 through June 30, 2022 in the amount of seventy thousand, eight hundred fifty nine dollars (\$70,859.00). This grant provides education and compliance activities in accordance with Proposition 201, the Smoke-Free Arizona Act.
3. Discussion and possible approval of the contract renewal with Debra Smalley, RNP, CNM, to provide the series of a contract nurse practitioner to provide Family Planning Services and Well Woman Health Check services effective July 1, 2017 through June 30, 2018.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
July 5, 2017**

1. Discussion and possible approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2017 through June 30, 2018 at the annual rate of fifty dollars (\$50.00).

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
July 5, 2017**

1. Discussion and possible approval of a Third Party Administration & Business Associate Agreement with Correct Care, an inmate medical claim adjustment/review company, at a cost of twelve dollars (\$12.00) per claim.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
July 5, 2017**

1. Pat Fahey, Tucson Electric Power: Presentation and update on Tucson Electric Power's Integrated Resource Plan (IRP), Springerville Generation Station's part in the IRP, and how this impacts Apache County.
2. Sit as the Board of Directors and following a public hearing, discussion and possible approval of the 2017-2018 Tentative Budgets for the Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education. A copy of the proposed budget is available online at co.apache.az.us or in the County Manager's Office.
3. Sit as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2017-2018 Tentative Budget for Apache County. A copy of the proposed Tentative Budget is available online at co.apache.az.us or in the County Manager's Office.
4. Doyel Shamley, District III: Update on Eastern Arizona Counties Association membership.
5. Doyel Shamley, District III: Discussion and possible approval of event rental agreements for facilities located in Apache County District III.
6. 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 June 20, 2017 and July 5, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated June 20, 2017.

Personnel Items:

- *C. Recorder's Office: Discussion and possible approval to extend the (40 hours per week) temporary employment of Sonia Griego for an additional 90 days, due to an employee who is out on extended FMLA.

7. Probation Services: Discussion and possible approval of an ongoing Family Counseling Grant. The State of Arizona will disburse eleven thousand, seven hundred twenty five dollars (\$11,725.00) in monies with two thousand, two hundred fifty three dollars (\$2,253.00) in matching funds for a total of thirteen thousand, nine hundred seventy eight dollars (\$13,978.00).
8. Malena Bazarro, Grants Manager: Discussion and possible approval of contract #WBBI 16-601 between Arizona State Forestry and Apache County in the amount of twenty thousand dollars (\$20,000.00) for thinning of bark beetle trees in Greer, Arizona. Apache County is required to match an additional twenty thousand dollars (\$20,000.00) which will be in-kind labor and landowner payments.
9. County Manager: Discussion and possible approval of a Liquor License Application recommendation (Acquisition of Control – 10013005) for Denise Engels, The Tackle Shop, Junction Highway 666 & 180, Alpine, Arizona.
10. County Engineering: Discussion and possible approval of the annual bid award #201705 for Magnesium Chloride and other dust suppression products.
11. County Engineering: Discussion and possible approval of a contract addendum and change order with Creative Multimedia Inc, for parcel maps and rural addressing.
12. County Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Victim Compensation, Grant Agreement No. VC-18-049, in the amount of eighty-two thousand, five hundred dollars (\$82,500.00) with no match required.
13. 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 June 28, 2017 at 4:30 a.m. p.m. by LB

Delwin Wengert

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Flood Control
Regular Agenda
date/time stamp

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

Engineering

Date/Signature: 06/12/2017 *Tamie Merrick*

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

Request approval of contract addendum and change order with Creative Multimedia Inc. for parcel maps, signs, rural addressing and County Flood Control Projects as needed.

BOS Meeting Date Requested 06/20/2017 *7/5/17*

PRE-AGENDA ITEM REVIEW

Review Routing Legal Finance Purchasing Human Resource Other:

Legal Review: *see attached email*

Signature:

Finance Review: *see attached email*

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials *DM*



Office of
Apache County Engineer
P.O. Box 238, St. Johns, AZ 85936
fcrosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

May 22, 2017

Contract Addendum and Change Order

Apache County, Arizona and Creative Multimedia, Inc., dba CMI Engineering (CMIE) hereby agree to a contract addendum and change order to that certain Consulting Agreement entered into between the parties on or about April 3, 2008. The amendments to the Consulting Agreement approved by this change order are as follows:

- 1.) The total amount of the contract budget is hereby amended to increase by \$60,000. Work will continue to be performed on a Task-Order basis, with pre-approved budget amounts and deliverables for each Task. CMIE will continue to provide detailed project status reports, and documentation on deliverables.
- 2.) The service completion date is hereby extended to June 30, 2018.
- 3.) The additional services to be performed by CMIE under this change order not originally included in the Consulting Agreement are as follows:
 - a) Development of software tools in support of Parcel Maps, Signs, and Rural Addressing applications;
 - b) Map book updates and merging of multiple split data sources into a common County Data base, incl. technical assistance to County personnel
 - c) Signs, Rural Addressing, and merging/updating County Transportation Layer
 - d) Documentation on procedures and policy recommendations for future updates;
 - e) Consultation, compilation of existing data sets, develop plan of work, and on-site training;
 - f) Assistance in obtaining and managing federal/state grants, and engineering coordination for County Flood Control Projects as needed;
- 4.) All other terms and conditions remain the same.

This contract addendum and change order is approved and accepted this ____ day of _____, 2017 by:


Authorized Representative of CMIE

Authorized Representative of Apache County

Tamie Herrick

From: Ryan Patterson
Sent: Thursday, June 1, 2017 12:20 PM
To: Tamie Herrick
Subject: RE: Please review and sign off on the Contract with CMI

Please accept as signature.

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

From: Tamie Herrick
Sent: Thursday, June 1, 2017 11:55 AM
To: Michael Whiting <mwhiting@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Please review and sign off on the Contract with CMI

Please review and sign off on the Contract renewal with CMI For the BOS meeting scheduled for June 20, 2017 Thanks
Tamie Herrick, Apache County Engineering

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

20170601115950742.pdf

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.

Tamie Herrick

From: Michael Whiting
Sent: Thursday, June 1, 2017 4:54 PM
To: Tamie Herrick; Ryan Patterson
Cc: Ferrin Crosby; Joe Young
Subject: RE: Please review and sign off on the Contract with CMI

You can use this email as approval from the ACAO. Thanks and have a great weekend!

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

From: Tamie Herrick [mailto:therrick@co.apache.az.us]
Sent: Thursday, June 01, 2017 11:55 AM
To: Michael B. Whiting; Ryan Patterson
Subject: Please review and sign off on the Contract with CMI

Please review and sign off on the Contract renewal with CMI For the BOS meeting scheduled for June 20, 2017 Thanks
Tamie Herrick, Apache County Engineering

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

20170601115950742.pdf

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.

CONSULTING AGREEMENT

TITLE: *GIS Map Conversion Consultation, Training, and Software Development*
LOCATION: *Apache County, Arizona*

1. PARTIES

The parties to this Agreement are *Creative Multimedia, Inc. dba CMI Engineering*, hereinafter referred to as "CMI" whose business address is *4529 E. Beck Lane, Phoenix, Arizona 85032* and the Apache County, hereinafter referred to as "APACHE COUNTY".

2. SCOPE OF SERVICES AND SCHEDULE

CMI shall perform the Consulting Services described below, hereinafter referred to as "Services":

Provide Map conversion of approximately 1,153 paper manuscripts and non-spatially oriented drawing files into the County's GIS Mapping Standard. The maps consist of Parcel Maps which when completed will be connected to the County Assessor's Parcel Database. This Scope of this contract is limited to the construction of the maps, detailed management reports, on-site technical briefings, and technical training on the software developed for conversion and maintenance of the map database. This Scope does not include on-site production support or consultation beyond the conversion of the maps.

This contract is a continuation of the map conversion work performed by CMI for the County, and addresses maps identified by the County that were not part of the original Scope of Work.

The deliverables for this contract include:

- 1. 1,048 existing drawings, and 105 maps (approx. total 1,153 maps) as listed by book in the attached spreadsheet.*
- 2. Spatially-oriented parcel maps based on the existing geometry, to the County's GIS standard.*
- 3. Object databases compliant with County GIS metadata standards, capable of linking to the Assessor's Database.*
- 4. Technical and management reports for County review at regular intervals as defined by the County.*
- 5. Detailed documentation on the processes applied in the conversion of each map, with data management tools to facilitate the County's review.*
- 6. Copies of any custom software developed for the conversion which can assist the County in maintaining the database.*
- 7. Training on the use of any custom software applications and methodologies.*
- 8. Coordination with the incorporated communities to ensure seamless integration of existing Geographic Information Systems with the Parcel Map Database.*

CMI will not be responsible for researching or validating the accuracy of the maps or surveys as they are provided to CMI by the County.

The final number of maps converted and delivered to the County may fluctuate by as much as 1-2% due to:

- Duplication of scanned maps and existing drawings;*
- Existing drawings that have no associated scanned image;*
- Scanned images that have no associated existing drawing;*
- Archived or reference maps that will not require conversion*

Any maps not deemed necessary for conversion to the Parcel Map standard must first be approved by the County.

3. SCHEDULE AND EXTENSION

3.1 CMI shall commence the Services on *April 1, 2008* and shall complete the Services no later than *December 1, 2008*.

3.2 If either party, because of an event beyond its control, including an act of God, is delayed in performing its duties under this Agreement, then such affected party may have its time of performance extended for a period equal to the time performance is delayed by such event. The affected party shall promptly notify the other party in writing of any such delay and shall use its best efforts to mitigate and remedy the effects of such delay.

4. COMPENSATION AND PAYMENT

APACHE COUNTY shall compensate CMI for performance of the Services at an hourly rate of \$145.00/hour for software development, training and consulting, with the total amount payable to CMI not to exceed \$330,000 except as specifically authorized by APACHE COUNTY in a contract change order.

CMI will not begin work on any portion of this project without prior receipt of a notification to proceed from APACHE COUNTY. Work on this project will be performed on a task basis, utilizing time and materials as agreed to by both parties. APACHE COUNTY will compensate CMI upon completion of the tasks.

Payments will be made at the acceptance of each task of the project, and prior to the start of the next task.

5. PERFORMANCE REQUIREMENTS

CMI shall, in performing and completing the Services;

- 5.1 Act as an independent contractor and not as an agent of APACHE COUNTY;
- 5.2 Provide and use only such equipment and materials as are capable of producing the quality and quantity of Services required;
- 5.3 Provide suitably trained and skilled personnel;
- 5.4 Perform the Services in a safe manner;
- 5.5 Comply with all laws, codes and standards applicable to the Services, and obtain and pay for all licenses and permits necessary to perform the Services; and
- 5.6 Comply with the APACHE COUNTY site regulations and APACHE COUNTY' customer's site regulations, if any, including but not limited to fire prevention, safety, and security.

6. PROFESSIONAL RESPONSIBILITY

CMI represents that it shall perform the Services as specified in this Agreement and that it shall, as a minimum, use those efforts which a skilled, competent, experienced, and prudent contractor would use to perform and complete the requirements of this Agreement, in a timely manner, conforming to the standards of quality generally recognized and accepted within the profession.

7. INDEMNITY

CMI shall indemnify, defend, and save harmless APACHE COUNTY and all of its employees, agents, representatives, and insurers from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by APACHE COUNTY and/or its employees, agents, representatives, or insurers, i) on account of loss of or damage to any property and for injuries to or death of any person arising out of any negligent act or omission, fault, or mistake of CMI, its employees, agents, representatives, or subcontractors, including any claims related to worker's compensation, unemployment compensation, or unemployment disability compensation, or similar such laws: or ii) arising out of any patent, copyright, or other property right infringement in connection with the Services.

8. CHANGES

APACHE COUNTY reserves the right for any reason to make changes in the Services or to request CMI to perform additional related Services. Such change or request shall, except for emergency conditions, be made by a written change order. If CMI concurs, CMI shall perform such changes pursuant to the terms and conditions of this Agreement. If any such change affects the price or schedule, an equitable adjustment shall be made as agreed upon by the parties in a change order. The individual signing this contract on behalf of APACHE COUNTY, or his/her designated representative, may issue change orders.

9. SUSPENSION AND TERMINATION

9.1 APACHE COUNTY may, by written notice, direct CMI to suspend performance on all or any part of the Services for such period of time as may be determined by APACHE COUNTY to be necessary or desirable for its convenience. If such suspension is not due to the fault or negligence of CMI, the price shall be adjusted on the basis of additional direct costs (excluding profit) incurred by CMI, if any, to actually perform such suspended Services and the time of performance for the Services shall be extended by the actual duration of the suspension. This Agreement shall be modified in writing accordingly provided, however, that any claim by CMI for a price adjustment must be supported by appropriate cost documentation asserted within ten (10) days from the date a start order is given to CMI for resumption of the Services.

9.2 Without limiting or waiving any remedies APACHE COUNTY may have in case of a breach of this Agreement by CMI, APACHE COUNTY may terminate this Agreement in whole or in part, at any time by written notice to CMI with or without cause. Upon receipt of such termination notice, CMI shall immediately discontinue performance under this Agreement of the Services so terminated. CMI shall, thereafter, do only such work as may be necessary to preserve and protect the Services in progress, and CMI shall take all reasonable steps to minimize such costs. Payment for Services already completed or in process at

the time the notice of termination is received shall be adjusted between CMI and APACHE COUNTY in a fair and reasonable manner, but shall exclude any allowance for unperformed services or anticipated profits thereon.

9.3 This agreement is subject to the provision of ARS 38-511.

10. ACCOUNTING AND AUDITING

CMI shall keep accurate and complete accounting records in support of all cost billings to APACHE COUNTY in accordance with generally recognized accounting principles and practices.

11. TAXES

CMI shall have full and exclusive liability for and shall pay and save APACHE COUNTY harmless from any and all taxes incurred by CMI in connection with the Services or this Agreement.

12. LAWS AND REGULATIONS

CMI and its employees shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, including but not limited to those relating to wages, hours, employee discrimination, immigration, and safety (including OSHA). CMI shall indemnify, defend, and save harmless APACHE COUNTY from any liability, including fines, penalties and other costs arising out of or resulting from CMI's failure to so comply. CMI shall also comply with 41 CFR Section 60-250.4 and Section 741.4 (affirmative action clauses) and 41 CFR Section 60-1.4 (a) (equal opportunity clause) which are incorporated herein by reference.

13. DESIGNATED REPRESENTATIVE AND NOTICE

13.1 Prior to commencement of the Services, APACHE COUNTY and CMI shall each designate a representative authorized to act on behalf of each party and shall advise the other party in writing of the name, address, telephone number and facsimile number of such designated representative and shall inform the other party of any subsequent change in such designation.

13.2 All communications relating to the day-to-day activities under this Agreement shall be exchanged between the designated representatives of the parties. All legal notices and communications required under this Agreement shall be given by registered or certified mail or by facsimile addressed to an officer of the receiving party at its business address. Notice shall be deemed to have been given upon receipt.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement embodies the entire Agreement between APACHE COUNTY and CMI. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. This Agreement shall only be modified by an amendment or change order signed by both parties.

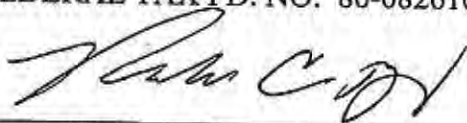
15. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona. Any action at law or judicial proceeding instituted by CMI for the enforcement of this Agreement shall be instituted in the Superior Court of Apache County.

16. EXECUTION AND EFFECTIVE DATE

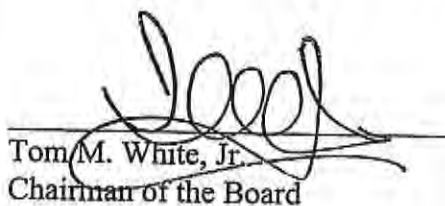
This Agreement has been executed by the duly authorized representatives of the parties, effective as of 4/3/2008, 2008.

Creative Multimedia, Inc.
FEDERAL TAX I.D. NO: 86-0826162



Robert C. Toy
President, Creative Multimedia, Inc.

APACHE COUNTY, ARIZONA



Tom M. White, Jr.
Chairman of the Board

**CMI Engineering
Statement of Qualifications**

for

**Apache County GIS
Base Map Preparation Project**

CMI Engineering
4529 E. Beck Lane
Phoenix, Arizona 85032
Robert C. Toy, P.E.

August 16, 2006

The section maps provided to CMIE by the County are assumed accurate for the purposes of the GIS base maps. It is possible that the County may opt to migrate its section maps to a higher accuracy standard by re-surveying the sections. CMIE will provide the parcel maps with a reference to the section map so as to allow the County to adjust the parcels in the event that a section map is updated. Re-surveying a section map, and adjusting the parcels to a re-surveyed section map are outside the Scope of this contract with CMIE.

5.0 Firm Qualifications

5.1 Unique and Specialized Skills of CMIE for the Base Map Preparation Project

Community Coordination

CMIE has been selected by the northeastern Arizona communities of Eagar, Springerville, and Snowflake to assist in the development, training, and implementation of these communities' GIS. CMIE has been in discussion with St. Johns for similar assistance. Through a shared-services agreement with these communities and the County, CMIE has been able to extend savings to all the participants through an "economy of scale" business model that saves time and effort through the elimination of duplicated effort. Numerous, documented instances exist where CMIE's daily involvement with one community or the County has resulted in savings by combining or extending the efforts of a single client to address the efforts of multiple clients.

Intangible benefits include the cooperative efforts that result from communities and county staff working together using a standard interface, software, and mapping standards. Communities and the County also extend to each other training and user group seminars coordinated and instructed by CMIE, thus furthering joint efforts.

For the Base Map Preparation Project, CMIE will also bring insight from the communities on the use of the data, thereby ensuring acceptance by users of the data (outside the County.) It is anticipated that an update process can also be developed wherein local changes to the dataset as required by the communities can also be facilitated.

Technical Skills

CMIE has developed the GIS standards for these northeastern Arizona communities, and has developed and implemented a robust meta-data standard which allows the co-mingling of data from various agencies. CMIE has developed tools which have provided significant cost savings to County Engineering's mapping efforts. CMIE provides in its software quality assurance and standard-compliance tools which protect the integrity of the database.

5.2 Company Background

Creative Multimedia, Inc. (CMI), dba CMI Engineering, is an Arizona-based corporation that has provided professional consulting to communities since 1996. CMI Engineering is registered with the Arizona State Board of Technical Registration as a company providing civil engineering services. CMI Engineering has provided its services and consulting to over 40 communities, state and federal government agencies.

Partial Client List
Federal Agencies

- Department of Defense
- Department of Energy
- U.S. Bureau of Reclamation
- Bureau of Land Management
- USDA Forest Service

Corporations

- Pinnacle West Capital Corporation
- Arizona Public Service
- White Mountain Regional Development Corporation
- Apache County Economic Security Corporation
- Southern Gila County Economic Development Corporation
- Mohave County Economic Development Authority
- Prescott Valley Economic Development Foundation
- Prescott Economic Council
- Fain Signature Group
- Cyprus-Miami Mining Company
- BHP Copper Company
- Salt River Project
- Tucson Electric Power
- Cellular One of Arizona
- Community First Bank
- Frontier State Bank
- Citizen's Communications/Citizen's Electric
- Navapache Regional Medical Center
- White Mountain Regional Medical Corporation
- Applied Sciences Corporation
- Snowflake-Taylor Chamber of Commerce
- Springerville-Eagar Regional Chamber of Commerce

Arizona Communities

- City of Goodyear
- City of Prescott
- City of Prescott Valley
- City of Globe
- Town of Miami
- City of Show Low
- Pinetop-Lakeside
- Town of Payson
- Town of Hayden
- City of Peoria
- Town of Snowflake
- Town of Taylor
- Lake Havasu City
- City of Kingman

- Laughlin, Nevada
- Bullhead City
- Town of Springerville
- Town of Eagar
- City of St. Johns
- City of Nogales
- City of Winslow
- City of Holbrook

Local Government

- Navajo County
- Gila County
- Yavapai County
- Santa Cruz County
- Mohave County
- Apache County
- Hualapai Tribe
- Navajo Nation
- Hopi Tribe
- Yavapai-Prescott Tribe
- Arizona Department of Commerce
- Goodyear Municipal Court
- Arizona Supreme Court

Education

- Embry-Riddle Aeronautical University
- Yavapai College
- Northland Pioneer College
- Pinnacle West University
- Northern Arizona Vocational Institute of Technology
- Kayenta Unified School District
- Round Valley Unified School District
- St. Johns Unified School District

Robert C. Toy, P.E. (CMI)

Mr. Toy holds a Bachelor's degree in Engineering Science from Arizona State University, 1982, and is a registered Civil Engineer in the state of Arizona. Mr. Toy is the principal with CMI Engineering, and he has extensive experience in the development of digital mapping systems. Having served as the Branch Chief for Engineering Applications, Information Technology Division with the US Bureau of Reclamation (Central Arizona Project), Mr. Toy established his expertise in the mapping industry in the 1980's, with the advent of microcomputer-base engineering applications.

He has held positions as a Vice President of Computer Services for Coe and Van Loo Consulting Engineers, Inc. in Phoenix, and most recently as the National CADD Systems Engineer for the USDA Forest Service, a position created for him by this federal agency in recognition for his industry expertise and the agency's objective to convert to the digital environment. As the National Systems Engineer, Mr. Toy developed, integrated, instructed, and provided consultation

to a joint partnership between the USDA Forest Service, US Bureau of Land Management, and National Park Service. He has been a featured panelist for industry exhibitions and conferences since the 1980's, has published numerous articles on Intelligent Mapping, computer-based engineering applications and GIS, and has spoken internationally on his specialty, Artificial Intelligence, as applied to computer mapping. Under his tenure with the federal government, Mr. Toy was the recipient of numerous regional and national awards for his technological developments and training programs.

Mr. Toy was instrumental in a shared agency resource project involving the US BLM and USDA Forest Service in the development of the GCDB GIS database. This database and the metadata standard developed are the underlying technologies and map standards for the Public Land Survey System, on which the proposed project is based.

As the principal with CMI Engineering, Mr. Toy provides engineering support to Arizona communities, and serves under contract as the Town Engineer for the Town of Snowflake, Arizona, where he is responsible for the management of over \$2 million in construction projects.

Mr. Toy is a third-generation native of Arizona, and resides in Phoenix with his wife and two children. Along with his wife, Mr. Toy manages several small business ventures. He attended UCLA on an athletic scholarship, and was a state champion and two-time All American in the sport of gymnastics.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

(00000000000000000000)

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

Chris Sexton, Director ACPHSD

Date/Signature: 06/13/17

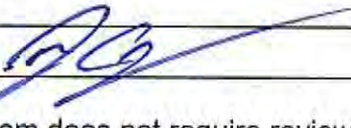
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the lease agreement with Burnham Mortuary from 07/01/17 through 06/30/2018. The lease consists of floor space in the mortuary and use of the embalming area. This item was budgeted for FY18.

BOS Meeting Date Requested 07/05/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Check if item does not require review

Finance Review: Approved See email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials 



Apache County Public Health Services District

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

Burnham Mortuary Contract

The contract with Burnham Mortuary is an ongoing contract for use of floor space for our three-body storage container and for use of the exam table at the mortuary. Prior to the purchase of our own storage containers our contract with Burnham Mortuary was a /day charge using their storage container.

Pros:

- Our container is housed in Eagar at a facility that is easily accessed by the AME's. A key is hidden outside so that our staff may access the building before and after business hours.
- By using our own container exclusively we are able to maintain better separation of "evidence" which is important in possible homicide cases.
- We pay less for storage at the current rate than we were when paying the /day rate.
- We have not been able to purchase or build a morgue/storage facility of our own so this arrangement, while less than ideal, meets our needs.

Cons:

- From the Burnham owners' point of view, they are losing money when compared to what we used to pay at the /day rate and they raised the rate from \$400 to \$600/mo for one container in the new contract.
- While we have no good alternative site we must pay what is asked by the owners.

Kimberly Penrod

From: Ryan Patterson
Sent: Wednesday, June 14, 2017 7:42 AM
To: Kimberly Penrod
Cc: Chris Sexton; Keli Sine-Shields; Cleta Keller
Subject: RE: Emailing: Burnhams, debra, Debra Smalley Contract 06 13 17, Burnham - Apache County Lease

Hello Kimberly,

Please accept this email and signature.

Thanks,
Ryan

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

From: Kimberly Penrod
Sent: Tuesday, June 13, 2017 7:37 AM
To: Josh Covey <JCovey@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Chris Sexton <cs Sexton@co.apache.az.us>; Keli Sine-Shields <ksine@co.apache.az.us>; Cleta Keller <ckeller@co.apache.az.us>
Subject: Emailing: Burnhams, debra, Debra Smalley Contract 06 13 17, Burnham - Apache County Lease

Josh and Ryan,

Please review and send approval to my attention.

Thx,

Kimberly

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

Burnhams
debra
Debra Smalley Contract 06 13 17
Burnham - Apache County Lease

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.

Lease Agreement

This Lease Agreement entered into this 1st day of July, 2017, by and between Burnham Funeral Services Inc., hereinafter referred to as "Lessor" and the Apache County Public Health Services District, hereinafter referred to as "Lessee."

1. *Leased Property:* For and in consideration of the following mutual terms and covenants, the foregoing parties agree that Lessee shall lease from the Lessor, floor space for one, three tray body cooler and use of the embalming area for external examinations of deceased persons, the realty located at 535 N. Main, Eagar, AZ 85925. The term of the lease shall be for a period of 12 months, commencing on July 1, 2017, and ending on June 30, 2018.
2. *Lease Payments Term and Renewal:* The rent shall be \$600.00 per month for one body cooler and \$800.00 per month for two body coolers, due and payable on or before the 21st day of each month. The Lessee shall have the option of paying the monthly rental amount in advance in six-month or yearly increments. The lease will be reviewed annually.
3. *Use:* Lessee agrees to use the leased space to provide for Alternate Medical Examiner purposes-temporary storage of human remains and external examination of deceased persons.
4. *Insurance Coverage:* The Lessor shall maintain casualty and fire insurance on the building. Lessee shall maintain premises liability insurance. Each party shall indemnify and hold the other harmless for all injuries, damages, expenses, costs or liabilities caused by their employees', officers' or agents' actions occurring out of this lease agreement.
5. *Repairs, Maintenance and Alterations:* Lessor agrees to make all repairs to the exterior walls, doors, windows, roof and/or any other exterior features of the premises including air conditioning, heating and lighting equipment. The Lessee agrees to be responsible for any and all necessary repairs to the interior portions of the leased area resulting from any extraordinary damages to the electrical or plumbing facilities that become necessary during the term of this lease.
6. *Alterations or Improvements:* Lessor at Lessor's expense will provide adequate electrical power outlets for two, three tray cooler units owned by the Lessee. Lessee will obtain written permission from the Lessor before making any improvements.
7. *Services Utilities:* Lessor agrees to provide water, sewer and electricity to Lessee.

8. *Injury or Loss:* Lessor shall not be responsible or liable for any loss, theft, or damage to property or injury to, or death of, lessee or any person on or about the leased premises, and lessee agrees to indemnify, defend and hold harmless therefrom.
9. *Entry of Landlord:* Lessor reserves the right to enter upon the leased premises at any and all times for the purpose of conducting mortuary business.
10. *Assignment or Sublease:* Lessee shall not assign, sublease, transfer or hypothecate the leased property without prior written consent of the Lessor.
11. *Surrender:* On the last day of the term of the lease agreement, or any extension or early termination thereof, Lessee shall peaceably surrender the spaces in good order, condition, and repair.
12. *Breach:* The failure of either party to fully perform under any or all of the terms and conditions of this lease agreement shall constitute a breach entitling the offended party to take any and all such action as provided by law. The waiver by either party or breach of any provisions of this agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.
13. *Termination:* This lease agreement may be terminated at any time by Lessee with thirty days written notice.
14. *Arbitration and Law:* The parties agree to use arbitration in the event of dispute in accordance with the provisions of A.R.S. § 12-1501 *et seq.* The laws of the State of Arizona apply to questions arising under this agreement and any litigation regarding this lease agreement must be maintained in Arizona Courts, except as provided above pertaining to disputes which are subject to arbitration.
15. *Successors in Interest:* This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors, personal representatives, and assigns.
16. *Notice of A.R.S. § 38-511:* The parties acknowledge that this agreement is subject to termination under A.R.S. 38-511 for violation of the Arizona Conflict of Interest statute.
17. *Entire Agreement:* This instrument represents the entire agreement between the parties.

18. *Notices:* Any notices concerning this lease agreement should be sent to:

Apache County Public Health Services District
Chris Sexton, Director
P.O. Box 697
St. Johns, AZ. 85936

Burnham Funeral Services Inc. Bryce Burnham
535 N, Main Street
Eagar, AZ 85925-9668

Bryce Burnham, Lessor

Date

Apache County Board of Supervisors

Joe Shirley, Chairman

Date

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

APACHE COUNTY BOARD OF DIRECTORS

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

Chris Sexton, Director ACPHSD

Date/Signature: 06/12/17

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

ACPHSD requests discussion and possible approval of renewal of IGA Prop 201 Smoke Free Arizona, #ADHS17-171340 effective 07/01/17 through 06/30/2022 in the amount of \$70,859. This grant provides education and compliance activities in accordance with Proposition 201, the Smoke-Free Arizona Act.

BOS Meeting Date Requested 06/20/17 July 5th

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review: approved. See email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

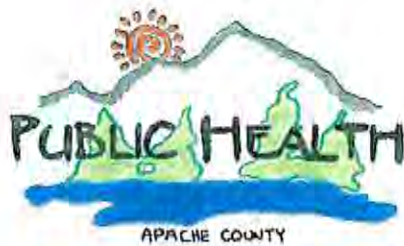
Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

NSW



Apache County Public Health Services District

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

Smoke Free Arizona Grant

The Smoke-Free AZ Act was a ballot initiative approved by the AZ voters in 2006 which prohibits smoking in most enclosed public places and places of employment. Through an IGA, Apache County Public Health provided education to business owners and managers about the Act and investigates complaints, which can result in fines to the business owner. We prefer to spend the majority of our time visiting business owners at the business locations to offer information and resources. We think that this reduces the number of complaints and subsequent investigations.

Pros:

- The education offered by our health educators and sanitarians increases business owner compliance with the law which reduces the enforcement efforts. We provide business owners and managers with policies, required signage and answer their questions about the Smoke-Free AZ Act.
- It's always better to have a local person working with businesses. We know our communities and best utilize the local partnerships.
- Health Educators provide the business education are able to include tobacco cessation resources and second hand smoke education which falls under the BTCD grant.
- The reporting requirement of this grant is light and easily managed.

Cons:

- Without this grant there would be very limited education and sharing of resources which would most likely lead to an increase in complaints that would be handled by state personnel.

Kimberly Penrod

From: Ryan Patterson
Sent: Wednesday, June 14, 2017 7:42 AM
To: Kimberly Penrod
Cc: Chris Sexton; Keli Sine-Shields; Cleta Keller
Subject: RE: Emailing: Burnhams, debra, Debra Smalley Contract 06 13 17, Burnham - Apache County Lease

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To: Josh Covey <JCovey@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Keli Sine-Shields <ksine@co.apache.az.us>; Cleta Keller <ckeller@co.apache.az.us>
Subject: Emailing: Burnhams, debra, Debra Smalley Contract 06 13 17, Burnham - Apache County Lease

Josh and Ryan,

Please review and send approval to my attention.

Thx,

Kimberly

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

Burnhams
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CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS17-171340	

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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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2. Contract Type.

This Contract shall be:

 X 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.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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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, results, software, data and any other intellectual property or deliverables created, prepared, or

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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.

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

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. 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

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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 18th Avenue, Suite 260, 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.frs.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 15th 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. 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.

21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

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1. Background

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative, ADHS has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County delegation authority.

2. Objective

Provide education and compliance activities in accordance with the Act.

3. Scope of Service

The CHD shall:

- 3.1. Educate public places, places of employment, and citizens within their jurisdiction with respect to the Smoke-Free Arizona Act;
- 3.2. Determine compliance with the Act through inspections and investigations;
- 3.3. Identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112;
- 3.4. Assess fees, fines, and penalties to those establishments that are in violation of A.R.S. § 36-601.01 and A.A.C. R9-2-101 through R9-2-112.
- 3.5. Provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as *Delegation Agreement*;
- 3.6. Provide services within the budget period for this Agreement which is the State Fiscal Year (SFY) of July 1, through June 30, of each year.

4. Tasks

The CHD shall:

- 4.1. Provide educational information about the Act to public places, places of employment, and citizens of the County;
- 4.2. Document and maintain records of:
 - 4.2.1. The educational activities by the number of presentations, number of participants, number of consultations and counseling provided, and the number of media contacts;
 - 4.2.2. The Act compliance inspections/verifications;
 - 4.2.3. The number of complaints received and the category of the complaint as outlined in the *Delegation Agreement*;
 - 4.2.4. The number of complaint inspections completed and the category of the complaint inspection as outlined in the *Delegation Agreement*;

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- 4.2.5. The number of notices of violations issued and the category of the violation as outlined in the Delegation Agreement;
- 4.2.6. The number of enforcement actions taken;
- 4.2.7. The number of compliance proceedings held and the category of the proceeding as outlined in the Delegation Agreement;
- 4.2.8. The number and amount of fines assessed by the category of the fee as outlined in the Delegation Agreement.
- 4.3. Track complaints using the smokefreearizona.org complaint tracking system;
- 4.4. Investigate all complaints by inspection or written notice;
- 4.5. Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS;
- 4.6. Adjudicate violations in accordance with A.R.S. § 36-601.01 (G) (6-8) and A.A.C. R9-2-112. Monies collected from fines will be returned to ADHS in accordance with A.R.S. § 35-146 (B). Violations or assessments of penalties that are appealed shall comply with A.R.S. § 36-601.01 (G) (6-8);
- 4.7. Prepare and submit:
 - 4.7.1. Contractor's Expenditure Report (CER) quarterly (form to be provided by ADHS); and
 - 4.7.2. A backup report detailing the expenditures listed on the CER.
- 4.8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each year starting May 1 of each year;
- 4.9. Ensure that inspectors, health educators, and supervisors performing education and compliance activities attend the Smoke-Free Arizona annual training provided by ADHS at least once a year.

5. Unobligated/Unexpended Funds

- 5.1. Any funds provided to the CHD and determined to be unearned and remaining after the SFY budget period, shall be returned to the ADHS in accordance with A.R.S. § 36-601.01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose";
- 5.2. The CHD shall within sixty (60) days after the end of SFY budget period:
 - 5.2.1. Provide a complete accounting of all expended funds and any outstanding obligations;
 - 5.2.2. Return the unobligated/unexpended balance to ADHS, if applicable;
 - 5.2.3. Return monies collected from fees and fines in a separate payment from the unobligated/unexpended balance.
- 5.3. The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

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6. State Provided Items

ADHS shall provide:

- 6.1. Smokefreearizona.org website, which provides:
 - 6.1.1. Information, including signs, brochures for download; and
 - 6.1.2. Electronic submission of complaints;
- 6.2. Smoke-Free Arizona signs ("No Smoking") to be used for:
 - 6.2.1. Businesses and public places;
 - 6.2.2. Restaurants and bars; and
 - 6.2.3. Vehicles used for business purposes.
- 6.3. Informational brochures for:
 - 6.3.1. The general public;
 - 6.3.2. Businesses, restaurants, and bars.
- 6.4. Smoke-Free Arizona annual training for all County staff performing education and compliance activities. Training classes will be provided in the Phoenix metro area or electronically.

7. Reference Documents

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through R9-2-112. The rules have been published by the Secretary of State (SOS) and are available on the SOS website.

8. Deliverables

The CHD shall submit:

- 8.1. A quarterly CER (format provided by ADHS). The CER shall be on the State Fiscal Year of July 1, through June 30, of each year;
- 8.2. An annual report summarizing all programmatic activities from May 1, through April 30, of each year. The report shall be submitted to ADHS by May 10, each year.

9. Notices, Correspondence, and Reports

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

Smoke-Free Arizona Program
Arizona Department of Health Services
150 N 18th Ave Ste 140
Phoenix, AZ 85007
Phone: 602-364-3142
Fax: 602-364-3146

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

Apache County Public Health Services District
75 W Cleveland Street
PO Box 697
St. Johns, AZ 85936
Phone: 928-337-7525

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Price Sheet/Fee Schedule

Type of Unit	Unit Rate
Budget Periods: 7/1 – 6/30	
Education and Compliance Activities of Food Establishments Under Permit in Apache County	\$30.00 Per Visit
Education and Compliance Activities of Public Places and Places of Employment Located in Apache County	\$130.00 Per Visit
Not to exceed Annual Total	\$70,859.00

Note: All expenses are included inclusive of any travel and travel related expenses.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

4346(1/16) (3/11/17)

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

Chris Sexton, Director ACPHSD

Date/Signature: 06/13/17

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

ACPHSD requests discussion and possible approval of the contract with Debra Smalley RNP, CNM to provide the services of a contract nurse practitioner to provide Family Planning Services and Well Woman Health Check Services effective July 1, 2017 through June 30, 2018.

BOS Meeting Date Requested 07/05/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Check if item does not require review

Finance Review: approved. See email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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

Deb Smalley, CNM, Contract 7/1/17-6/30/18

I am asking for the Board of Supervisors to approve the contract for Deb Smalley, CNM, to provide family planning/well woman services for the upcoming year. The family planning/well woman program requires Apache County to employ a qualified practitioner to administer pap smears and breast exams, prescribe and administer contraceptives and devices, and to oversee the registered nurses. The required services of this contract with Deb Smalley cannot be performed by the 2 Apache County Public Health nurses (Cleeta Keller & Angela Kimmins) as they are not within the scope of practice of Registered Nurses.

A decision was made earlier this year to no longer offer family planning/well woman services out of the St. Johns clinic due to the limited number of clients requesting services. Deb Smalley attends one clinic per month (Wednesday afternoon) in the Springerville office. Eliminating the clinic hours in St. Johns has resulted in a significant savings to the family planning/well woman program. Client appointments, for St Johns clients, are made in the Springerville clinic. To date, there has been no loss of St Johns clients as they are willing to travel to Springerville for their annual checkup.

Pros:

- Securing a contract with Deb Smalley for the upcoming fiscal year allows for the continuation of the Family Planning/Well Woman program for another year. There is a very limited number of providers, if any, in the area that are willing and capable of providing physician support, on such a limited basis, who reside in southern Apache or southern Navajo Counties.
- Deb requires limited oversight due to her familiarity with the Family Planning/Well Woman program. Deb has many years of experience as she has provided this service to both Apache and Navajo Counties.
- Many clients have had a long term relationship with Deb, enhancing the effectiveness of the nurse/patient relationship.
- Deb is bilingual, allowing for better communication with the large population of Hispanic clients that we serve.

Cons:

- Deb is near retirement and may not be a long term solution for the Apache County Family Planning/Well Woman program.

Kimberly Penrod

From: Ryan Patterson
Sent: Wednesday, June 14, 2017 7:42 AM
To: Kimberly Penrod
Cc: Chris Sexton; Keli Sine-Shields; Cleta Keller
Subject: RE: Emailing: Burnhams, debra, Debra Smalley Contract 06 13 17, Burnham - Apache County Lease

Hello Kimberly,

Please accept this email and signature.

Thanks,
Ryan

—Original Message—

From: Kimberly Penrod
Sent: Tuesday, June 13, 2017 7:37 AM
To: Josh Covey <JCovey@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Keli Sine-Shields <ksine@co.apache.az.us>; Cleta Keller <ckeller@co.apache.az.us>
Subject: Emailing: Burnhams, debra, Debra Smalley Contract 06 13 17, Burnham - Apache County Lease

Josh and Ryan,

Please review and send approval to my attention.

Thx,

Kimberly

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

Burnhams
debra
Debra Smalley Contract 06 13 17
Burnham - Apache County Lease

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.



Apache County Public Health Services District

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into between Apache County Health Services District (the "District"), a political subdivision of the State of Arizona, and Debra Smalley, RNP, CNM (the "Subcontractor").

WHEREAS, the District requires the services of a contract nurse practitioner to provide Family Planning Services and Well Woman Health Check Services;

And

WHEREAS, the district wishes to contract with the Subcontractor for reproductive health consulting and physical examination services as described herein, and the subcontractor is willing to provide such services upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Term.** This Agreement shall commence as of July 1, 2017 (the "Effective Date") and shall continue in effect through June 30, 2018 unless terminated as provided in section 10.
2. **Services.** The Subcontractor shall provide reproductive health services, physical examination services and interpretation of laboratory results, counseling and referral in accordance with the ADHS Contracts. The Subcontractor acknowledges receipt of a copy of the ADHS Contracts and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS Contracts. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Registered Nurse Practitioners. The parties shall agree upon a mutually satisfactory schedule.
3. **Compensation:** As full and complete compensation for the services to be provided hereunder, the District shall pay the Subcontractor a monthly fee of \$535.00 determined as follow:

**One four hour clinic per month at:
Apache County Public Health Services District
323 S. Mountain Ave, Ste 102
Springerville, AZ 85938**

At the end of the first month that this Agreement is in effect and at the end of each month thereafter, the District will submit to Apache County a demand in the amount of the monthly fee. Payment shall be made directly to the Subcontractor in accordance with the County's standard procedures for processing demands.



Apache County Public Health Services District

4. **Independent Contractor.** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
5. **Insurance.** The subcontractor shall maintain in force during the term of the Agreement at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the District's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws.** The subcontractor 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.
7. **Professional Licenses.** The Subcontractor shall maintain in force throughout the term of this Agreement any and all licenses, permits and accreditations required for the Subcontractor to provide services hereunder. The Subcontractor shall notify the District and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
8. **Reports and Records.** The record of a client at the time of physical examination and all other client records are the property of the District and shall be retained by the District. The Subcontractor is familiar with all record retention and confidentiality requirements set forth in the ADHS Contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.
9. **Indemnification.** To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify and defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "indemnitees") 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 Indemnitor's negligent acts, errors mistakes or omissions in the performance of the agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees 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 there from, 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 act, errors, mistakes or omissions the Indemnitor may be liable).

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: June 6, 2017 *Sue A Stradling-Collins*

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

Discussion and possible approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2017 through June 30, 2018 at the annual rate of \$50.

BOS Meeting Date Requested: ~~June 20, 2016~~ *July 5, 2017*

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials *hew*

LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Alpine Area Library Friends, Alpine, Arizona

LEASED PREMISES

In consideration of the covenants herein made, Lessor does lease to Lessee a portion of the Alpine Public Library grounds for the Alpine Area Library Friends to place an 8 x 10 foot shed next to the shed already placed on the property.

TERM

This lease shall be for a term of one (1) year commencing on the 1st day of July, 2017, and expiring on the 30th day of June, 2018.

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$50.00 per year, with payment to occur on or before the 1st day of August, 2017.

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

BREACH

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

USE OF PREMISES

Lessee agrees to use the leased premises for the sole purpose of setting a storage shed to house supplies and materials for their annual quilt show. Lessee shall not substantially change from such purpose without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

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

MAINTENANCE OF PREMISES

The Lessor acknowledges that Lessee owns said shed, and that Lessee shall, during the term of the tenancy, bear sole responsibility for maintaining the interior and exterior of said shed in good and sanitary order, condition and repair.

Lessee shall not make such alterations, additions, or improvements in such parts of the leased premises without the written permission of the Lessor. Lessee hereby waives the right to make repairs at the expense of the Lessor.

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

TERMINATION OF AGREEMENT

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

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

DESTRUCTION OF PREMISES

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

INSURANCE

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

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

MEDIATION AND JURISDICTION

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

ENTIRE AGREEMENT

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

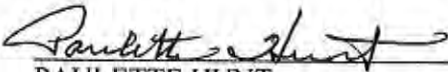
MODIFICATION

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

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

Executed this ____ day of _____, 2017, at Apache County, Arizona.

DR. JOE SHIRLEY JR.
Chairman, Apache County Library Board



PAULETTE HUNT
President, Alpine Area Library Friends

Apache County Library District
Agenda Item for Board Meeting of July 5, 2017

Discussion and possible approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2017 through June 30, 2018 at the annual rate of \$50.

This lease allows the Alpine Area Library Friends to continue to place a 8 x 10 foot shed on the Alpine Public Library grounds.

Pros

- Allows the Alpine Area Library Friends to store the materials for their annual quilt show. Part of the proceeds from the quilt show come back to the Alpine Library through donations the Friends make to the Library
- Continued good relations with the Alpine Area Friends of the Library who have helped the Library in numerous ways
- The shed is placed beside our shed and does not create an obstruction of any kind

Cons

- Asking them to remove the shed would be extremely costly to them, and would create hard feelings toward the District and possibly cause the Friends to discontinue as a 501c and we would no longer have their support

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chief Deputy Brannon Eagar/ Commander Michael Cirivello-Jail District

Date/Signature: _____

James [Signature] 6/26/17

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

The jail District is requesting that you approve the contract between the jail district and Correct Care

Correct Care is a claims Adjustment Company who only do claims reviews for Correctional Facilities. For twelve dollars a claim, they run the claim through their computer that finds all the discounts and reductions afforded to us through the various entities. They then provide us an itemized explanation and how much we should be paying the medical facilities. We sent them 62 claims that we have paid over the last few months and they returned an itemized report showing that if we would have used them we would have paid 8906.96 for these claims instead of the 33,932.12 that we did pay. And we would have paid Correct Care 744.00

BOS Meeting Date Requested _____

7/5/17

PRE-AGENDA ITEM REVIEW

Legal Review: See attached Email Signature

Check if item does not require review

Finance Review: 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 _____

[Signature]

Michael Cirivello

From: Ryan Patterson
Sent: Monday, June 26, 2017 1:32 PM
To: Michael Cirivello; Joe Young
Cc: Sandy Day
Subject: Re: Correct Care Contract

Please accept this email as signature

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Michael Cirivello <mcirivello@co.apache.az.us>
Date: 6/26/17 1:26 PM (GMT-07:00)
To: Joe Young <jyoung@apachelaw.net>, Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Sandy Day <sday@co.apache.az.us>
Subject: Correct Care Contract

Good Afternoon, could you review the attached contract for me please.

The program is called Correct Care, they are a claims adjustment company who only do claims reviews for Correctional Facilities. For twelve dollars a claim, they run the claim through their computer that finds all the discounts and reductions afforded to us through the various entities. They then provide us an itemized explanation and how much we should be paying the medical facilities. We sent them 62 claims that we have paid over the last few months and they returned an itemized report showing that if we would have used them we would have paid 8906.96 for these claims instead of the 33,932.12 that we did pay. And we would have paid Correct Care 744.00

Commander Michael Cirivello
Apache County Sheriff's Office
P.O.Box 518 /370 S. Washington St.
St. Johns AZ 85936
928-337-7662

Michael Cirivello

From: Michael Whiting
Sent: Monday, June 26, 2017 2:17 PM
To: Ryan Patterson
Cc: Joe Young; Michael Cirivello; Sandy Day
Subject: Re: Correct Care Contract

Commander you can take this email as a signature from the county attorney's office thanks for helping save the county money great work

Please ignore errors, talk to text being used

On Jun 26, 2017 1:32 PM, Ryan Patterson <rpatterson@co.apache.az.us> wrote:

Please accept this email as signature

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Michael Cirivello <mcirivello@co.apache.az.us>
Date: 6/26/17 1:26 PM (GMT-07:00)
To: Joe Young <jyoung@apachelaw.net>, Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Sandy Day <sday@co.apache.az.us>
Subject: Correct Care Contract

Good Afternoon, could you review the attached contract for me please.

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Commander Michael Cirivello
Apache County Sheriff's Office
P.O.Box 518 /370 S. Washington St.
St. Johns AZ 85936
928-337-7662

CorrectCare

INTEGRATED HEALTH



Name	DOS	Billed Charges	Non-Covered Charges	AHCCCS fee schedule discount	Pricing by Apache Jail	Final Cost w Adj and Network Rate
	2/15/17	\$590.00	\$0.00	\$412.79		\$177.21
	12/29/16	\$117.40	\$0.00	\$79.42		\$37.98
	3/7/17	\$78.54	\$0.00	\$63.97		\$14.57
	3/28/17	\$26.20	\$0.00	\$20.26		\$5.94
	3/14/17	\$26.20	\$0.00	\$20.26		\$5.94
	3/1/17	\$160.00	\$0.00	\$100.48		\$59.52
	2/23/17	\$280.00	\$0.00	\$196.39		\$83.61
	2/15/17	\$280.00	\$0.00	\$189.11		\$90.89
	2/15/17	\$35.00	\$0.00	\$20.57		\$14.43
	9/17/15	\$3,892.55	\$0.00	\$1,222.80		\$2,669.75
	2/15/17	\$160.00	\$0.00	\$100.48		\$59.52
	11/15/16	\$135.00	\$0.00	\$58.72		\$76.28
	6/21/16	\$335.00	\$0.00	\$250.04		\$84.96
	6/20/16	\$690.00	\$0.00	\$513.02		\$176.98
	3/28/17	\$290.50	\$0.00	\$225.81		\$64.69
	3/28/17	\$402.65	\$0.00	\$301.41		\$101.24
	11/16/16	\$185.00	\$0.00	\$135.72		\$49.28
	9/1/16	\$493.00	\$0.00	\$316.38		\$176.62
	9/27/16	\$278.00	\$0.00	\$161.70		\$116.30
	6/21/26	\$875.00	\$0.00	\$700.49		\$174.51
	8/16/16	\$115.00	\$0.00	\$38.57		\$76.43
	3/16/17	\$2,025.19	\$0.00	\$635.89		\$1,389.30
	2/15/17	\$1,703.44	\$0.00	\$534.90		\$1,168.54
	9/27/16	\$1,409.79	\$0.00	\$442.72		\$967.07

CorrectCare

INTEGRATED HEALTH



Name	DOS	Billed		Non-Covered		AHCCCS fee schedule discount	Pricing by Apache Co	Final Cost w Adj and Network Rate
		Charges		Charges				
	3/16/17	\$875.00		\$0.00		\$592.16	\$656.25	\$282.84
	2/15/17	\$21,312.48		\$0.42		\$18,938.72	\$15,984.36	\$2,373.34
	2/15/17	\$31.00		\$0.00		\$23.58	\$23.25	\$7.42
	2/15/17	\$226.00		\$0.00		\$162.86	\$169.50	\$63.14
	3/16/17	\$35.00		\$0.00		\$23.35	\$26.25	\$11.65
	3/16/17	\$13,821.00		\$0.00		\$13,072.74	\$10,365.75	\$748.26
	2/23/17	\$898.00		\$0.00		\$769.99	\$673.50	\$128.01
	3/14/17	\$244.85		\$0.00		\$194.18	\$29.00	\$50.68
	3/28/17	\$61.24		\$0.00		\$44.66	\$59.94	\$16.58
	3/28/17	\$244.86		\$0.00		\$194.18	\$29.00	\$50.68
	3/9/17	\$863.18		\$0.00		\$735.15	\$121.93	\$128.01
	3/9/17	\$271.80		\$0.00		\$181.97	\$121.93	\$89.83
	3/7/17	\$730.02		\$0.00		\$602.01	\$97.71	\$128.01
	2/17/17	\$508.89		\$0.00		\$426.11	\$71.82	\$82.78
	1/24/17	\$415.55		\$0.00		\$331.62	\$37.28	\$83.93
	1/24/17	\$110.92		\$0.00		\$74.62	\$37.28	\$36.30
	1/10/17	\$1,921.68		\$0.00		\$1,574.28	\$195.62	\$347.40
	11/30/16	\$295.34		\$0.00		\$244.66	\$26.59	\$50.68
	11/30/16	\$73.17		\$0.00		\$44.11	\$26.59	\$29.06
	12/29/17	\$393.34		\$0.00		\$265.33	\$93.80	\$128.01
	10/28/16	\$348.13		\$0.00		\$297.45	\$35.45	\$50.68
	10/28/16	\$45.55		\$0.00		\$28.92	\$35.45	\$16.63
	10/28/16	\$348.13		\$0.00		\$297.45	\$35.45	\$50.68
	10/28/16	\$45.55		\$0.00		\$28.92	\$35.45	\$16.63

different place of service also a modifier should be different allowables

CorrectCare

INTEGRATED HEALTH



Name	DOS	Billed		Non-Covered		AHCCCS fee schedule discount	Pricing by Apache Co	Final Cost w Adj and Network Rate
		Charges		Charges				
	10/7/16	\$608.23	\$0.00	\$506.87	\$61.69	\$101.36		
	10/7/16	\$59.46	\$0.00	\$42.99	\$59.03	\$16.47		
	10/15/16	\$306.44	\$108.00	\$143.90	\$124.67	\$54.54		
	10/15/16	\$519.08	\$0.00	\$470.05	\$48.87	\$49.03		
	9/27/16	\$16,699.81	\$170.15	\$14,952.78	\$1,624.87	\$1,576.88		
	9/27/16	\$1,981.87	\$0.00	\$1,395.18	\$790.86	\$586.69		
	9/27/16	\$943.28	\$76.72	\$575.12	\$329.41	\$291.44		
	9/27/16	\$573.32	\$0.00	\$402.76	\$151.27	\$170.56		
	9/27/16	\$1,330.10	\$0.00	\$1,192.50	\$137.00	\$137.60		
	7/26/16	\$4,389.58	\$52.00	\$3,457.13	\$1,152.47	\$880.45		
	7/26/16	\$30.30	\$0.00	\$22.91	\$7.37	\$7.39		
	7/26/16	\$408.61	\$0.00	\$256.81	\$106.69	\$151.80		
	7/26/16	\$1,691.35	\$800.45	\$797.90	\$287.08	\$93.00		
	3/28/17	\$626.47	\$0.00	\$525.11	\$61.69	\$101.36		
TOTAL		\$73,413.58	\$1,207.74	\$63,298.87	\$33,932.12	\$8,906.96		



TOTAL

\$14,583.46

\$0.00

\$6,741.90

\$7,841.56

62 CLAIMS

CorrectCare Adjudication and Network Application per claim

CorrectCare Adjudication and Network Application

CorrectCare Utilization Management optional service

\$12
\$744
\$2.25

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made and entered into as of the 5th day of July, 2017 (“Effective Date”), by and between CorrectCare-Integrated Health, Inc., 1218 South Broadway, #250, Lexington, Kentucky 40504 (“Covered Entity”) and Apache County Arizona Sheriff’s Office (“Business Associate”). This Agreement is effective as of the Effective Date.

I. RECITALS

WHEREAS, the parties have executed an agreement whereby Business Associate provides certain services to Covered Entity, and Business Associate receives, has access to, or creates Protected Health Information (“PHI”) in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant hereto in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HIPAA Regulations”), and other applicable laws; and

WHEREAS, the Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract with Business Associate, containing specific requirements, prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, §§ 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Regulations unless otherwise specified.

III. SPECIFIC DEFINITIONS

For convenience of reference, the definitions of certain terms as of the Effective Date are as follows:

Agreement. “Agreement” shall mean this Business Associate Agreement.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Agreement shall mean the entity identified as the Business Associate above. “Business Associate” shall also mean any subcontractor that creates, receives,

maintains, or transmits PHI in performing a function, activity, or service delegated by the Business Associate above.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Agreement.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to a party to this Agreement shall mean the entity identified as the Covered Entity above subject to the HIPAA Regulations.

Electronic PHI. "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information. PHI is presumed to be compromised unless Covered Entity or Business Associate, as applicable, documents that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the PHI or to whom the Disclosure was made;
3. Whether the PHI was actually acquired or viewed; and
4. The extent to which the risk to the PHI has been mitigated.

HIPAA Breach excludes:

1. Any unintentional acquisition, access or Use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule;
2. Any inadvertent Disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule; and
3. A Disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”).

Privacy Rule. “Privacy Rule” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

Unsecured PHI. “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under § 13402(h)(2) of Pub. L. 111-5 on the HHS website.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement and any other agreement between Business Associate and Covered Entity, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

B. As required by law; and

C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

A. *Scope of Agreement.* This Agreement applies to all past, present, and future contracts and relationships between Business Associate and Covered Entity, written or unwritten, formal or informal, in which Covered Entity provides any PHI to Business Associate in any form whatsoever. As of the Effective Date, this Agreement automatically amends all existing agreements between Business Associate and Covered Entity involving the use or disclosure of PHI. This Agreement shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the use or disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision

of this Agreement and a provision of any other agreement between Business Associate and Covered Entity, the provision of this Agreement shall control unless the parties specifically agree to the contrary in writing. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Agreement.

B. *PHI Disclosure Limits.* Business Associate may only use or disclose PHI consistent with the Business Associate Provisions of 45 C.F.R. § 164.504(e). Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Agreement, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.

C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.

D. *HIPAA Security Rule.* In accordance with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316, Business Associate will use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI and Electronic PHI other than as provided for by this Agreement. Business Associate shall constantly review and modify its privacy and security safeguarding measures as needed to continue providing reasonable and appropriate protection of PHI, and shall maintain documentation of its privacy and security safeguarding measures as required by HIPAA.

E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

F. *Notification of Breach.* During the term of this Agreement, Business Associate shall notify Covered Entity in writing within two (2) days of any suspected or actual breach of security, intrusion, HIPAA Breach, potential breach of Unsecured PHI, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall be deemed to have become aware of a Security Incident upon discovery of a potential Security Incident, even if such Security Incident has not been fully investigated, or a determination made whether such Security Incident resulted in a HIPAA Breach. An employee's, officer's or agent's knowledge of a Security Incident shall be imputed to the Business Associate. This obligation to notify Covered Entity of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations shall include any actual or suspected breach by Business Associate, its employees,

subcontractors, and/or agents. At Covered Entity's request (and at least annually in the absence of the Covered Entity's request), Business Associate will similarly notify Covered Entity of attempted but unsuccessful Security Incidents that do not result in any unauthorized access, Use, Disclosure, modification or destruction of PHI, or interference with an information system. The parties acknowledge and agree that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident. Each such notification will, to the extent the information is available to Business Associate at the time reporting is required herein: (i) identify the nature of the non-permitted use or disclosure; (ii) identify the Protected Health Information used or disclosed; (iii) identify who made the non-permitted use or disclosure; (iv) identify who received the non-permitted use or disclosure; (v) identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures; (vi) identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and (vii) provide such other information as Covered Entity may reasonably request. Business Associate shall promptly supplement such report with additional information as it becomes available, even if such information becomes available after Individuals have been notified of the HIPAA Breach.

Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. § 164.410 and that includes the identification of each Individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. If requested, Business Associate also agrees to cooperate with Covered Entity in its own investigation of a Breach of Unsecured PHI and to cooperate with and participate in the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI. Unless Covered Entity agrees otherwise, Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify Individuals of such breach. Such notification shall be approved by Covered Entity prior to distribution or notification. In the event Business Associate shall fail to make that notification, Business Associate will indemnify Covered Entity for any reasonable expenses it incurs in doing so.

G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Agreement without the advanced written consent of Covered Entity.

H. *Compliance with Electronic Transactions and Code Set Standards.* If Business Associate conducts any Standard Transaction for, or on behalf, of Covered Entity, Business Associate shall comply, and shall require any Subcontractor conducting such Standard

Transaction to comply with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. Business Associate shall not enter into, or permit its Subcontractors to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

1. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
2. Adds any Health Information elements or segments to the maximum defined Health Information Set;
3. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
4. Changes the meaning or intent of the Standard's Implementations Specification(s).

I. *Audit.* Business Associate agrees to provide reasonable access to Business Associate's facilities, equipment, hardware and software used for the maintenance or processing of PHI and to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, within five (5) business days of receiving a written request from Covered Entity, or sooner if requested by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity. Notwithstanding the above, no legal privilege, including the attorney/client privilege, shall be deemed waived by virtue of this provision. To the extent permitted by law, Business Associate will promptly notify Covered Entity of all requests served upon Business Associate by or on behalf of the Secretary for information which may be related to this Agreement. Business Associate shall provide Covered Entity with copies of all PHI, policies, procedures, or other records or documents provided to the Secretary pursuant to such request.

J. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations, including the use of appropriate safeguards to prevent inappropriate and/or unauthorized access, use, or disclosure of PHI.

K. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in the HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. § 164.508 and 42 U.S.C. § 17936.

L. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); however, this prohibition shall not

affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

M. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. §§ 164.502(d) and 164.514(a) and (b).

N. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to Covered Entity, or to an Individual or Individual's designee as directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall do so by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity, which must be reasonable. Further, Business Associate shall grant Individuals access to an electronic copy of PHI maintained electronically in that Individual's Designated Record Set in accordance with 45 CFR § 164.524(c). Business Associate also shall provide or transmit the copy of PHI to a third party if directed in writing to do so by the Individual or Covered Entity. This access will be provided to the Individual, Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under the Privacy Rule.

B. *Tracking and Accounting of Disclosures.* So that Covered Entity may meet its accounting obligations under the Privacy Rule, Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. For each Disclosure of PHI that Business Associate makes to Covered Entity or to a third party that is subject to Disclosure under 45 CFR § 164.528, Business Associate will record (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the Disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the Disclosure. For repetitive disclosures which Business Associate makes to the same person or entity, including the Covered Entity, for a single purpose, Business Associate may provide (i) the Disclosure information for the first of these repetitive disclosures, (ii) the frequency, duration or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of Disclosure information available to the Covered Entity within five (5) business days of the Covered Entity's request. Business Associate must retain the Disclosure information for the six-year period preceding Covered Entity's request for the Disclosure information.

C. *Amendment or Correction to PHI.* Business Associate agrees to make any amendment(s) or correction(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. Business Associate shall do so by way

of coordination with Covered Entity, and in the time and manner designated by Covered Entity, which must be reasonable.

VII. COVERED ENTITY'S OBLIGATIONS

A. *Notice of Privacy Practices.* Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices, to the extent such limitation affects Business Associate's permitted Uses or Disclosures.

B. *Individual Permission.* Covered Entity shall notify Business Associate of changes in, or revocation of, permission by an Individual to Use or disclose PHI, to the extent such changes affect Business Associate's permitted Uses or Disclosures.

C. *Restrictions.* Covered Entity shall notify Business Associate of any restriction in the Use or Disclosure of PHI to which Covered Entity has agreed, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

D. *Requests.* Covered Entity shall not request Business Associate to Use or disclose PHI in any manner that would not be permissible under the Privacy Rule if used or disclosed by the Covered Entity.

VIII. TERM AND TERMINATION

A. *Term.* This Agreement shall commence as of the Effective Date and shall be coterminous with the agreement whereby Business Associate provides certain services to Covered Entity and Business Associate receives, has access to, or creates PHI in order to provide those services.

B. Termination for Cause.

1. A Contractual Breach by Business Associate of any provision of this Agreement, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and Covered Entity shall be entitled to do any one or more of the following:
 - i. Give Business Associate written notice of the existence of such breach and give Business Associate an opportunity to cure upon mutually agreeable terms. If Business Associate does not cure the breach or end the violation according to such terms, or if Covered Entity and Business Associate are unable to agree upon such terms, Covered Entity may immediately terminate any agreement between Covered Entity and Business Associate which is the subject of such breach.
 - ii. Immediately terminate any agreement between Covered Entity and Business Associate which is the subject of such breach. If termination of the agreement is not feasible, Covered Entity will report the breach to the Secretary.
 - iii. Immediately stop all further disclosures of PHI to Business Associate pursuant to each agreement between Covered Entity and Business Associate which is the subject of such breach.

2. A Contractual Breach by Covered Entity of any provision of this Agreement, as determined by Business Associate in its sole discretion, shall constitute a material Contractual Breach of the Agreement and Business Associate shall be entitled to do any one or more of the following:
 - i. Provide the breaching party with an opportunity to cure upon mutually agreeable terms; and/or
 - ii. Terminate this Agreement immediately.

Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.

C. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate this Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

D. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of any agreement whereby Business Associate provides certain services to Covered Entity whereby Business Associate receives, has access to, or creates PHI, Business Associate shall return all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in whatever form or medium that Business Associate received PHI from or created PHI on behalf of Covered Entity. PHI and Related Data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or any other agreement between Business Associate and Covered Entity whereby Business Associate receives, has access to, or creates PHI. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return has been completed. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible and Business Associate shall destroy the PHI, and any Related Data, using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>. Acceptable methods for destroying PHI or Related Data include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded.

E. *Continuing Privacy Obligation.* Business Associate's obligation to protect the privacy of PHI is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Business Associate and Covered Entity and the completion or earlier termination of the services in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

IX. MISCELLANEOUS

A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. *Regulatory References.* A reference in this Agreement to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

C. *Notices.* All notices pursuant to this Agreement must be given in writing and shall be effective when received at the addresses set forth in this Agreement.

D. *Indemnity.* Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Agreement. Covered Entity shall indemnify and hold Business Associate harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Business Associate may incur in connection with the performance or breach of Covered Entity's responsibilities, obligations, warranties, and representations contained in this Agreement. This provision shall survive the termination or expiration of this Agreement.

E. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation, or expiration of this Agreement shall survive said termination, cancellation, or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

F. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Agreement do not intend to create any rights in any third parties.

G. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

H. *Amendment.* This Agreement may not be amended, altered or modified except by written agreement signed by Business Associate and Covered Entity.

I. *Amendment Required by Law.* The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree that privacy and security requirements applicable to Covered

Entities pursuant to the Standards for Privacy and Security are also applicable to Business Associates and are hereby incorporated by reference. The parties further agree to take such action as may be necessary from time to time to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that CorrectCare must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of any amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

J. *Invalidity of Provision.* In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

K. *Waiver.* No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Nothing in this Agreement shall be deemed a waiver of any legally-recognized claim of privilege available to Business Associate.

L. *Authority to Execute.* The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

M. *Governing Law; Venue.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and venue for any legal action arising under this Agreement shall be in the courts located in Apache County, Arizona.

N. *Remedies.* Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as may be just and proper. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

O. *Business Relationship.* Nothing in this Agreement shall be construed to create (1) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (2) a relationship of employer and employee between the parties.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, as of the date set forth above.

BUSINESS ASSOCIATE

APACHE COUNTY SHERIFFS DEPARTMENT

By: _____

Its: _____

COVERED ENTITY

CORRECTCARE-INTEGRATED HEALTH, INC.

By: _____

Its: _____

THIRD PARTY ADMINISTRATION AGREEMENT

THIS THIRD PARTY ADMINISTRATION AGREEMENT ("Agreement") by and between CorrectCare-Integrated Health, Inc., 1218 South Broadway, Suite 250, Lexington, Kentucky 40504, a Kentucky corporation ("CorrectCare"), and Apache County Arizona Sheriff's Office (hereinafter referred to as "Client"), is entered into as of the 5th day of July, 2017.

WHEREAS, Client is responsible for providing medical services at the Apache County Detention Facility; and

WHEREAS, Client desires to contract with CorrectCare to provide certain medical-related administrative services as enumerated herein;

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

WITNESSETH

A. Services.

1. CorrectCare hereby agrees to provide the specific services ("Services") to Client as indicated on Exhibit A attached hereto by the initials of the Client's representative in their official capacities with legal authority to do so.

B. Duties and Responsibilities of CorrectCare.

1. CorrectCare agrees to maintain an office with facilities and personnel adequate to perform the Services and to answer the inquiries of Client's personnel, correctional facility personnel, and the medical providers with respect thereto. CorrectCare's office shall be open daily, Monday through Friday, during normal working hours, except legal holidays. CorrectCare shall furnish all necessary telephone service and assume all routine daily mailing costs with respect to the Services it provides to Client.

2. CorrectCare shall furnish data in a mutually agreed upon format pertinent to the Services it provides to Client.

3. CorrectCare shall maintain a record of any inquiry with respect to the Services it provides to Client and the disposition of the inquiry. These records or summaries thereof shall be made available at such intervals as shall be established from time to time.

4. CorrectCare shall prepare and maintain all necessary records regarding the Services it provides for audit purposes and shall cooperate fully in providing such data as to any investigation, review or inquiry regarding a claim or claim determination, pursuant to applicable state or federal laws.

5. CorrectCare shall, at all times during the term of this Agreement and as reasonably requested by Client given the nature of the Services provided, maintain in force such insurance as is normal and customary in the industry or required by law or regulation, including the following:

a. Errors and Omissions insurance providing coverage in the amount of not less than Two Million dollars aggregate (\$2,000,000.00) and One Million dollars

(\$1,000,000.00) per occurrence with a per claim deductible not to exceed Twenty-five Thousand dollars (\$25,000.00); and

b. A fidelity bond providing coverage, including “money and securities” coverage, for all officers (except the shareholders) and other employees of the TPA in the amount not less than Five hundred Thousand (\$500,000.00) with a deductible not to exceed Twenty-five Thousand dollars (\$25,000); and

c. General Liability Insurance; and

d. Appropriate Employers Liability/Workers Compensation insurance covering CorrectCare’s employees.

6. CorrectCare understands and agrees that all health files and all forms required for filing a claim which are maintained by it pursuant to this Agreement or otherwise for Client shall be and remain the property of Client and shall be delivered to Client upon demand. No guaranty or warranty is made regarding the adequacy of the same for use by any other organization or person, which shall be transferred unmodified and in the operational condition existing immediately prior to any such transfer. No such transfer shall, in any event, include computer programs or systems developed or utilized by CorrectCare in the administration of this arrangement.

7. CorrectCare’s duties and responsibilities are further set forth in Exhibit A attached hereto, which are incorporated herein by reference.

C. Duties and Responsibilities of Client.

1. Client shall be responsible for payment of CorrectCare’s services provided hereunder within thirty (30) days receipt of invoice.

2. Client agrees to take the following actions with respect to this arrangement to facilitate proper administration by CorrectCare:

a. Supply CorrectCare with all information required with respect to inmates eligible for medical services and notify CorrectCare of all changes occurring thereafter with respect to the status of all inmates receiving care.

b. Provide CorrectCare with such additional information with respect to matters incidental to its services as may be requested by CorrectCare from time to time.

3. Client’s duties and responsibilities are further set forth in Exhibit A attached hereto, which are incorporated herein by reference.

D. Term and Termination.

1. The term of this Agreement shall be for twelve months, commencing July 5, 2017 and ending July 4, 2018. This Agreement shall automatically renew thereafter on the same terms and conditions unless either party shall have given the other sixty (60) days advance written notice of non-renewal or to otherwise change the terms hereof. Upon receipt of a notice to change the terms of this Agreement, the parties agree to negotiate in good faith with respect to such changes and attempt to reach agreement prior to the anniversary date following such notice. If no agreement is reached, this Agreement shall terminate upon expiration of the then current term.

2. This Agreement or any separate addenda hereto may be terminated by Client or CorrectCare as follows:

- a. Upon thirty (30) days prior written notice, without cause;
- b. Upon ten (10) days prior written notice in the event of a default or material change in circumstances (as hereinafter defined) under this Agreement or any separate addenda hereto by CorrectCare or Client; or
- c. Immediately upon written notice in the event of dissolution, loss of license, abandonment, actual, alleged or suspected fraud, gross or willful misconduct, insolvency or lack of legal capacity to act on the part of CorrectCare or Client.

3. The following are events of "default or material change in circumstances" under this Agreement and all separate addenda hereto:

- a. any material breach of a term of this Agreement or any separate addenda hereto which is not cured by the breaching party within ten (10) days after receipt of notice of such breach from the other party;
- b. the discovery of the falsity of any representation or warranty made by one party to the other; or
- c. the levying of any attachment, execution or any process against CorrectCare which is not promptly removed or the filing of any petition under any bankruptcy statute against either party or the appointment of any receiver or equivalent to take possession of its properties which is not set aside or terminated within ten (10) days from the occurrence thereof.

4. Notwithstanding the termination of this Agreement or any separate addenda hereto as provided herein, the provisions of this Agreement and all separate addenda hereto shall continue to apply to the extent needed for all obligations and liabilities incurred by each party under this Agreement or any separate addenda hereto prior to such termination to be fully performed and discharged by such parties up to the date of termination. In addition, at the request of Client, CorrectCare shall continue to perform its obligations pursuant to the Agreement or any separate addenda hereto post termination in order to affect the orderly transfer of files, subject to the payment of compensation on the same basis as provided for herein.

E. Compensation.

1. In consideration for this Agreement and as full compensation for the costs for performance of all services specified in Exhibit A, CorrectCare shall invoice and Client shall pay CorrectCare in accordance with the fees set forth in Exhibit A.

2. Client shall be responsible for payment of CorrectCare's services provided hereunder within thirty (30) days receipt of invoice.

3. Within sixty (60) days of the end of the term of the Agreement or any automatic renewal thereof, CorrectCare shall give advance written notice to Client of any increase to the fees set forth in Exhibit A, which increase shall become effective upon renewal of the term of the Agreement, provided, however, that said increase does not exceed five percent (5%) of the then existing fee. The Client may refuse said increase by termination of the Agreement upon thirty (30) days prior written notice in accordance with Paragraph D of the Agreement.

F. Indemnification.

1. CorrectCare agrees to defend, indemnify and hold harmless Client and its employees, officers, directors and agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with any of the following:

a. Any actual or alleged act or omission on the part of CorrectCare or its affiliates, or any of its employees officers, directors, agents or independent contractors which is unreasonable in accordance with standards of its industry, unless the act or omission was at the express direction of Client; provided, however, that said claims, losses or other liabilities were not directly caused by instructions from Client based upon erroneous advice given to Client by CorrectCare; or

b. The breach of any agreement or representation made by CorrectCare in this Agreement or any separate addenda hereto.

2. Client agrees to defend, indemnify and hold harmless CorrectCare and its employees, officers, directors and agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with any of the following:

a. Any actual or alleged act or omission by CorrectCare performed at the specific direction of Client or any of its employees, officers, directors, other agents or independent contractors with respect to the Services provided under this Agreement or any separate addenda hereto; provided however, that said claims, losses or other liabilities were not directly caused by instructions from CorrectCare based upon erroneous advice given to Client by CorrectCare; or

b. The breach of any agreement, or representation made by Client in this Agreement or any separate addenda hereto.

3. Termination of this Agreement or any separate addenda hereto shall not relieve either party of its indemnification obligations.

G. Limitation of Liability.

1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CorrectCare and its employees, officers, directors and agents, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs resulting from or in any way related to the Agreement from any cause or causes shall not exceed the total compensation received by CorrectCare under this Agreement for the previous twelve (12) months. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

H. Confidentiality of Protected Health Information.

1. The parties acknowledge that Client is a "Covered Entity" and that CorrectCare is a "Business Associate", as those terms are defined under the Health Insurance Portability and Accountability Act ("HIPAA"). The parties further acknowledge and agree that they may be exchanging "protected health information" in the course of fulfilling the obligations under this Agreement or any separate addenda hereto. Consequently, as of the date of this Agreement and during its Term and any renewals thereof, each of the parties shall be and shall thereafter remain compliant with all applicable provisions of 45 C.F.R. Part 164, Subpart E, Privacy of Individually Identifiable Health Information, and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, and any amendments thereto.

I. Miscellaneous.

1. The parties acknowledge that CorrectCare is an independent contractor. Nothing in this Agreement or any separate addenda hereto is intended nor shall be construed to create an agency relationship or an employer/employee relationship between CorrectCare and Client.

2. CorrectCare shall not assign this Agreement or any separate addenda hereto to any other corporation, other than by merger, without the prior written consent of Client, which consent shall not be unreasonably withheld.

3. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement or any separate addenda hereto shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery using a nationally recognized overnight delivery service, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

a. CorrectCare CorrectCare – Integrated Health, Inc.
1218 South Broadway, Ste 250
Lexington, Kentucky 40504
Attn: President

With copy to: Moynahan, Irvin & Mooney, P.S.C.
110 North Main Street
Nicholasville, Kentucky 40356
Attn: James M. Mooney, Esq.

b. Apache Co Apache County Sheriff's Office
370 S Washington
PO Box 518
St. Johns, AZ 85936
Attn: Jail Administrator

With copy to: _____

Attn: _____

4. This Agreement, the separate addenda, and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Arizona.

5. This Agreement and all addenda attached hereto constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement or any separate addenda hereto shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement or any separate addenda hereto are superseded hereby.

6. This Agreement or any separate addenda hereto may be amended or revised only in writing and signed by all parties.

7. The waiver by either party of a breach or violation of any provision of this Agreement or any separate addenda hereto shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

8. The parties agree that they have not entered into this Agreement or any separate addenda hereto for the benefit of any third person or persons, and it is their express intention that the Agreement and addenda are intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

9. In the event any provision of this Agreement or any separate addenda hereto is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement or addenda, which shall remain in full force and effect and enforceable in accordance with its terms.

10. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

11. In performing their respective obligations under this Agreement or any separate addenda hereto, each party shall comply with all requirements, as applicable to that party, of federal, state and local laws, including without limitation, HIPAA, and all regulations promulgated under any federal, state and local statute or ordinance.

12. If the parties hereto are unable to agree on any matter arising under this Agreement or any separate addenda hereto, the parties shall jointly select an individual to mediate the dispute. This individual may or may not be known to either or both parties and may be selected based on his or her knowledge of the subject matter of the dispute. After selection, the mediator shall promptly review the situation and shall meet jointly and severally with the parties, as the mediator shall determine. All matters prepared for or discussed with the mediator shall be an attempt to settle a dispute without resort to litigation and shall not be admissible as evidence should litigation arise. If the parties are not able to agree on a mediator within thirty (30) days after one party requests mediation, or if the mediation does not result in a resolution of the dispute within sixty (60) days thereafter, the parties shall have no further obligation under this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

APACHE COUNTY SHERIFF'S OFFICE

By: _____

Its: _____

CORRECTCARE – INTEGRATED HEALTH,
INC.

By: _____

Its: _____

EXHIBIT A
SERVICES AND COMPENSATION
(Specific services to be performed as indicated by Client's initials)

_____ A .CLAIMS ADMINISTRATION (MUST ALSO INITIAL SECTION B PROVIDER NETWORK ACCESS)

1. CorrectCare agrees to perform the duties of claims processing, including payment of claims, and to answer the inquiries of Client with respect to claims processing for each inmate in custody at the time of service.

2. CorrectCare shall furnish claim schedules and other data in a format agreed upon by Client and CorrectCare.

3. Providers shall submit properly coded claims on standard CMS claim forms – HCFA1500/UB04 directly to the Apache County Sheriff's Office. Incomplete or incorrect claims will be returned to the provider with appropriate explanation for return.

4. CorrectCare shall furnish a monthly claim record in a format agreed upon by Client and CorrectCare.

5. It is understood and agreed that the services performed by CorrectCare under this Agreement shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices and procedures made or established by Client.

6. Upon receipt of complete information with respect to a claim, CorrectCare shall process that claim, supply documentation thereof, and return the adjudicated claim to Client for payment.

7. In consideration for its performance of the functions of claims processing for the then existing discount plan and assuming the responsibilities of such functions, Client shall pay CorrectCare an amount equal to Twelve dollars (\$12.00) for each claim adjudicated during such month.

_____ A1 . CLAIMS PAYMENT OPTION

1. Upon receipt of complete information with respect to a claim, CorrectCare shall process that claim, supply documentation thereof to Client, and upon reimbursement by Client to the private claims account in the amount of the processed claim, pay such claim in accordance with the terms of the then existing discount plan adopted by Client and any rules and interpretations of the discount plan approved by Client, and CMS standards.

i. The private claims account shall require dual signatures. The private claims account shall be maintained in trust by CorrectCare for the sole purpose of settling inmate claims and shall not be commingled with funds belonging to other parties, including CorrectCare. In addition, with Client's prior written authorization, CorrectCare may settle from the private claims account its own fees and expenses owed pursuant to this Agreement. It is understood and agreed that CorrectCare will have no obligation to pay claims except from the private claims account.

- ii. Upon termination of this Agreement, CorrectCare shall provide a full accounting of the private claims account and shall return any balance therein to Client within thirty (30) days.
 - iii. CorrectCare shall not have discretionary authority or discretionary control with respect to the management of any funds or disposition thereof.
 - iv. Client shall provide CorrectCare with funds necessary for the timely payment of eligible claims made by covered persons within ten (10) days of receiving written request from CorrectCare for the transfer of such funds. Eligible claims shall include any incurred but unreported claims filed with CorrectCare after an inmate's release or the termination of the Agreement.
2. In consideration for its performance of the functions of claims payment, Client shall pay CorrectCare an additional amount equal to Two dollars (\$2.00) for each claim adjudicated during such month.

B. PROVIDER NETWORK ACCESS

1. CorrectCare will provide Client access to network providers for each inmate covered by MultiPlan ("Primary Network") or applicable network.
2. In consideration for providing access to the Primary Network and for assuming the responsibilities of such functions, Client shall pay:
 - a. A fee of \$12.00 (Twelve Dollars) per claim for participating network providers.
 - b. A fee of 25% of savings for secondary or wrap networks if the Primary Network cannot be used.

C. UTILIZATION MANAGEMENT

1. CorrectCare will provide Client Utilization Review / Pre-certification services for each inmate who is in custody at the time of service.
2. In consideration for providing Utilization Review / Pre-certification and for assuming the responsibilities of such functions, Client shall pay CorrectCare monthly during the term of the Agreement on the first day of the month in which services are rendered an amount equal to two dollars and twenty-five cents (\$2.25) per inmate per month.
3. Client shall provide CorrectCare with the monthly inmate count within ten (10) days after the end of each month via the CorrectCare portal system. The monthly inmate count is determined by the average of the daily population (ADP) for the month. If Client does not provided the ADP within this timeframe, CorrectCare will invoice the Client based on the last reported ADP or rated facility capacity, whichever is higher.

EXHIBIT A
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(Specific services to be performed as indicated by Client's initials)

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

6/24/17



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

Pat Fahey, Tucson Electric Power: Presentation and update on Tucson Electric Power's Integrated Resource Plan (IRP), Springerville Generation Station's part in the IRP, and how this impacts Apache County.

BOS Meeting Date Requested 7/5/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

N/A

Finance Review: _____

Signature _____

N/A

Human Resources Review: _____

Signature _____

N/A

Other Review: _____

Signature _____

N/A

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/Finance

6/26/17 

Date/Signature: _____

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

Sit as the Board of Directors and following a public hearing, discussion and possible approval of the 2017-2018 Tentative Budgets for the Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education. A copy of the proposed budget is available online at co.apache.az.us or in the County Manager's Office.

BOS Meeting Date Requested 7/5/17

Legal Review: _____

N/A

PRE-AGENDA ITEM REVIEW

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

N/A

Signature _____

Other Review: _____

N/A

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

RESOLUTION NO. 2017-____
APACHE COUNTY RESOLUTION FOR THE TENTATIVE ADOPTION
OF THE BUDGET FOR FISCAL YEAR 2017-2018

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on July 5th make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenues from sources other than direct taxation, and an estimate of the amount to be raised by taxation upon real and personal property, and

THEREFORE, BE IT RESOLVED, that the said estimates of revenues and expenditures shown on the accompanying schedules are hereby adopted as the Tentative Budget of Apache County for Fiscal Year 2017-2018.

Passed and adopted by the Board of Supervisors of Apache County this 5th day of July, 2017.

Joe Shirley, Jr.
Chairman, Board of Supervisors

ATTEST:

Delwin Wengert
Clerk of the Board of Supervisors

He was cited and released.
 • April 20 — Alanda Malone, 40, of Marana, was arrested and charged with forgery and theft. She was booked into Apache County Jail.
 — Justin Coulter, 33, of Dania, Fla., was arrested on a warrant for probation violation. He was booked into Apache County Jail.
 • April 22 — Zane Manhelmer, 18, of Kayenta, was charged with driving with no valid driver's license. He was

valley, Woodruff, and Chevelon Canyon areas are provided law enforcement services by the Navajo County Sheriff's Office.
 The following information from calls for service is from Sunday, June 11, through Saturday, June 17.
 • June 11 — Aaron Bell, 35, of Snowflake, was arrested in the 100 block of Codetalkers Drive in Holbrook for alleged destruction of jail property. He was booked into the Navajo County Jail.

— Tyrick Bishop, 18, of McNary, was arrested for minor in consumption with a B.A.C. of .021. While on patrol, an officer spotted three males enter the Safeway, 20 E. White Mountain Blvd. from both ends of the store. While exiting the store they were stopped by officers and said they were buying food despite not carrying anything out. One of the boys took off running and when apprehended, was found to have

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(928) 536-7291

260 West Deuce of Clubs
 Show Low, Arizona
(928) 537-8887



PUBLIC HEARING FOR APACHE COUNTY

Notice of the 2017-2018 Tentative Budget Public Hearing for Apache County, Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education.

The Public Hearing will be held on Wednesday, July 5, 2017 at 8:30 a.m. in the Board of Supervisors meeting room, County Annex building, 75 West Cleveland Street, St. Johns Arizona.

A copy of all Tentative Budgets are available in the County Manager's Office 75 W. Cleveland Street, Monday through Thursday, 6:30 a.m. to 5:30 p.m. or online at www.co.apache.az.us.

Ran June 16, 23 & 30, 2017
 Legal & Box ad.

COUNTY BUDGET FORMS

DRAFT APACHE COUNTY

Fiscal Year 2018

PLEASE NOTE

The Tentative Budget for FY 2018 includes a proposed 4% cost of living for all eligible employees, to become effective on July 9, 2017.

Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2018
DRAFT APACHE COUNTY

Fiscal Year	S c h	FUNDS							Total All Funds
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available		
2017	E	20,117,544	29,277,015	4,023,100					53,417,659
2017	E	15,582,149	19,957,634	800,788					36,340,571
2018		5,000,000	2,687,546	3,024,695					10,712,241
2018	B	2,704,928							2,704,928
2018	B		6,917,575	646,559					7,564,134
2018	C	11,872,973	24,796,520	255,371					36,925,464
2018	D				Total Enterprise F				
2018	D								
2018	D	2,766,474	1,587,705						4,354,179
2018	D	669,957	3,684,222						4,354,179
2018	E								
2018	E	21,674,418	32,305,124	3,927,225					57,906,767
2018	E	21,674,418	32,305,124	3,927,225					57,906,767

EXPENDITURE LIMITATION COMPARISON

	2017	2018
1. Budgeted expenditures/expenses	\$ 53,417,659	\$ 57,906,767
2. Add/subtract: estimated net reconciling items	(15,322,755)	(15,522,755)
3. Budgeted expenditures/expenses adjusted for reconciling items	38,094,904	42,384,012
4. Less: estimated exclusions	22,000,000	24,238,902

- 5. Amount subject to the expenditure limitation
- 6. EEC expenditure limitation

\$	16,094,904	\$	18,145,110
\$	16,471,560	\$	16,568,114

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

188631

**DRAFT APACHE COUNTY
Tax Levy and Tax Rate Information
Fiscal Year 2018**

	2017	2018
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 2,611,568	\$ 2,704,928
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	\$
3. Property tax levy amounts		
A. Primary property taxes	\$ 2,560,475	\$ 2,704,928
B. Secondary property taxes		
County Library	\$ 1,407,227	\$ 1,429,020
Public Health District	889,915	1,154,570
Jail District	907,582	921,637
Juvenile Jail District	408,042	414,361
Junior College Tuition	1,354,567	1,731,856
Post Secondary Education	635,308	692,742
Flood Control District	156,259	157,744
Libraries Construction Bond	559,416	646,559
Fire District Assistance	369,638	415,645
Total secondary property taxes	\$ 6,687,954	\$ 7,564,134
C. Total property tax levy amounts	\$ 9,248,429	\$ 10,269,062
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 2,483,661	
(2) Prior years' levies	81,260	
(3) Total primary property taxes	\$ 2,564,921	
B. Secondary property taxes		
(1) Current year's levy	\$ 6,487,315	
(2) Prior years' levies	171,515	
(3) Total secondary property taxes	\$ 6,658,830	
C. Total property taxes collected	\$ 9,223,751	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	0.5642	0.5857
(2) Secondary property tax rate		
County Library	0.3101	0.3094
Public Health District	0.1961	0.2500
Jail District	0.2000	0.1996
Juvenile Jail District	0.0899	0.0897
Junior College Tuition	0.2985	0.3750
Post Secondary Education	0.1400	0.1400
Flood Control District	0.0845	0.0845
Libraires Construction Bond	0.1233	0.1221
Fire District Assistance	0.0815	0.0900
(3) Total county tax rate	2.0881	2.2460
B. Special assessment district tax rates		
Secondary property tax rates		

- * Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**DRAFT APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2018**

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
GENERAL FUND	2017	2017	2018
Taxes			
Interest on Delinquent Taxes	\$ 250,000	\$ 250,000	\$ 250,000
SRP Auto Lieu	8,000	6,719	8,000
Prior Year's Taxes	50,000	81,260	60,000
Licenses and permits			
Business Licenses	500	500	500
Variance Permits	1,000	2,900	1,000
Building Permits	80,000	176,748	80,000
Flood Plain Review	200	200	200
Subdivision Fees	500	500	500
Minor Division Fees	5,000	2,175	5,000
Intergovernmental			
Federal PILT	1,804,079	1,616,327	1,900,856
State Reimb. JP Salaries	42,400	42,400	42,400
VLT Auto Lieu	550,000	550,000	600,000
State Shared Revenue	5,100,000	4,944,000	5,100,000
County Excise Tax	1,224,000	1,224,000	1,200,000
Lottery	550,050	550,050	550,050
Liquor License	1,500	1,500	1,500
Charges for Magistrate	-	79,317	-
Charges for Services	258,842	258,842	258,842
St. in Lieu of Tax	2,056	306	2,056
Charges for services			
Recorder	56,000	67,718	60,000
Election Charges	20,000	292,532	10,000
Other Service Fees	10,000	8,000	-
Fines and forfeits			
Defensive Driving	40,000	93,095	50,000
JP Surcharge	34,000	34,000	34,000
JP Puerco	220,000	220,000	220,000
JP Round Valley	80,000	80,000	80,000
JP St. Johns	18,000	18,000	15,000
JP Chinle	25,000	25,000	25,000
Clerk of the Court	55,000	55,000	40,000
Fines	1,000	1,000	1,000
Unclaimed/Forfeited Bonds	2,000	2,000	1,000
Investments			
Interest Earnings	6,000	10,471	10,000
Rents, royalties, and commissions			
Rents	12,000	22,639	22,000
Contributions			
Salt River Project - Primary	1,216,508	1,185,118	1,227,569
Miscellaneous			
Vending Machine Fees	300	300	600
Puerco Constable Fees	600	600	300
St. Johns Constable Fees	300	300	600
RV Constable Fees	600	600	3,000
Fiduciary Fees	3,000	3,000	-
Chinle Constable Fees	-	-	5,000
BOS Land Sales	-	16,154	-
Auction Proceeds	5,000	11,000	7,000
Other	7,000	23,000	-
Total General Fund	\$ 11,740,435	\$ 11,957,271	\$ 11,872,973

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**DRAFT APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2018**

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2017	2017	2018
SPECIAL REVENUE FUNDS			
Road Fund			
Highway User Revenue Funds	\$ 6,700,000	\$ 7,040,374	\$ 7,400,000
VLTA Auto Lieu	2,200,000	2,200,000	2,400,000
Other Road Fund Revenues	537,000	261,000	778,000
Total	\$ 9,437,000	\$ 9,501,374	\$ 10,578,000
Library District Fund			
Preceding Year's R.E. Taxes	\$ 40,000	\$ 47,037	\$ 40,000
E-Rate	43,601	43,601	43,601
State Grant	29,170	25,000	25,000
Federal Grant	-	-	-
SRP Contribution	655,498	651,374	648,472
Other Service Fees	11,350	12,394	11,350
Fees/Fines	4,500	4,924	4,500
Donations	8,230	-	8,230
Other Miscellaneous	600	300	600
Interest Earning	2,000	1,087	2,000
Total	\$ 794,949	\$ 785,717	\$ 783,753
Jail District			
Preceding Year's R.E. Taxes	\$ 35,000	\$ 33,462	\$ 35,000
Inmate Housing	500,000	19,413	500,000
Federal Inmate Housing	-	-	-
Salt River Project	422,766	420,106	419,180
Total	\$ 957,766	\$ 472,981	\$ 954,180
Juvenile Jail District			
Preceding Year's R.E. Taxes	\$ 12,000	\$ 14,487	\$ 12,000
Salt River Project	190,033	188,838	188,002
Juvenile Jail District Housing	500	159	500
Interest Earnings	800	305	800
Total	\$ 203,333	\$ 203,789	\$ 201,302
Junior College			
Preceding Year's R.E. Taxes	\$ 30,000	\$ 47,511	\$ 30,000
State Tuition Assistance	\$ 699,300	\$ 699,300	\$ 699,300
Salt River Project	630,978	627,008	785,963
Total	\$ 1,360,278	\$ 1,373,819	\$ 1,515,263
Post Secondary Education			
Preceding Year's R.E. Taxes	\$ 30,000	\$ 20,000	\$ 30,000
Salt River Project	\$ 295,936	\$ 294,074	\$ 293,426
Total	\$ 325,936	\$ 314,074	\$ 323,426
Flood Control			
SRP	\$ 17,978	\$ 17,978	\$ 17,978
Preceding Year's R.E. Taxes	4,000	9,018	4,000
Total	\$ 21,978	\$ 26,996	\$ 21,978
Fire District Assistance			
SRP	\$ 172,182	\$ 171,193	\$ 188,631
Total	\$ 172,182	\$ 171,193	\$ 188,631
Health District			
SRP	384,904	411,914	523,976
Tuberculosis	12,500	12,500	12,700
CHIPP	73,860	73,860	73,860
Vital Records	55,000	55,000	62,000
STD Prevention	6,036	6,036	6,036
Teen Pregnancy Prevention	187,420	187,420	187,420
AZ Nutrition Network	70,000	70,000	70,000
Immunizations	50,000	50,000	67,019
Immunization Fees	60,000	60,000	60,000
Tobacco Prevention	185,000	185,000	185,000
Smoke-Free AZ	74,588	74,588	74,588
WIC	102,996	102,996	94,413
Family Planning	22,000	22,000	22,300
Health Start	135,250	150,250	135,250
Bioterrorism,(PHEP)	193,293	218,293	208,918
Environmental Fees - ADHS	25,000	25,000	25,000
Septic Certification ADEQ	20,000	20,000	20,000
Future Grants	300,000	-	100,000
Total	\$ 1,957,847	\$ 1,724,857	\$ 1,928,480

**DRAFT APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2018**

SOURCE OF REVENUES	ESTIMATED	ACTUAL	ESTIMATED
	REVENUES	REVENUES*	REVENUES
	2017	2017	2018
Other Funds			
Law Library	\$ 24,385	\$ -	\$ -
HAVA	50,000	200	1,000
Limestone Pit	-	-	250,000
Forest Thinning EECO	350,000	336,000	350,000
Transit Funds	100,000	-	100,000
Misc. Revenue	1,100,000	-	1,100,000
Attorney Grants	1,000	-	1,000
Sheriff's Grants	793,000	58,324	1,587,500
Forest Fees	950,000	-	500,000
Emergency Services	301,761	241,761	390,420
Juvenile High Risk Court	60,000	52,252	66,248
Extra Juvenile Diversion Fees	100	20	100
Criminal Justice, Attorney	65,324	107,779	110,000
RICO, State & Other	20,000	30,000	30,000
Norviel Decree	20,000	13,503	20,000
DP Services, Schools	376,487	376,487	389,207
Local Court Automation	20,091	19,701	40,000
Jail Enhancement	200,000	120,000	200,000
State Aid to Probation	124,925	122,010	132,353
Family Counseling	14,192	15,194	13,986
Accent/Attorney	91,315	20,765	92,114
Adult Probation Services	132,000	98,525	119,616
CASA	50,227	49,000	58,709
Adult IPS	293,418	197,000	299,469
Juvenile Treatment Services	81,552	143,480	119,886
Juvenile Probation Services	5,000	674	660
JIPS	69,935	68,761	70,420
Recorder's Surcharge	8,955	23,000	25,000
Diversion Fees	550	906	1,055
Adult Probation Enhancement	268,888	162,424	279,461
Accent/Sheriff	500,000	201,000	226,506
Victim's Compensation	64,160	40,608	31,731
Superior CT. Docket Storage	8,000	4,031	20,000
Victim's Assistance/Rights	52,762	4,554	30,017
Fair & Legal Employment	45,000	-	45,000
Bad Check Prosecution	-	15,482	18,000
Detention Equalization	30,000	387	30,000
Victim's Comp - Restitution	52,535	4,140	55,000
Jail Services	150,000	74,015	150,000
Victim's Comp - Subrogation	25,000	100	25,000
Field Trainer	1,834	25,000	25,000
Extra Adult Probation Fees	500	32	500
Extra Juvenile Probation Fees	100	46	100
Drug Treatment & Ed	9,481	9,724	14,258
Diversion Intake	29,443	1,000	1,000
Diversion Consequence	38,615	26,351	32,984
Drug Testing	45,710	22,883	82,711
Case Processing Assistance	9,313	10,313	14,398
JCEF	50,000	-	50,000
Community Punishment	41,791	38,000	54,803
Prosecution Recovery	47,406	28,534	65,137
Fill the Gap, Attorney	7,000	3,893	7,000
Fill The Gap, Courts	218,027	66,988	205,658
Fill The Gap, Indigent Defense	10,000	-	10,000
Fill The Gap, Court Administration	33,500	19,173	33,500
Title 1	22,000	100	22,000
Prosecution Recovery Sup Ct.	12,000	8,200	50,000
Prosecution Recovery COC	47,406	12,000	48,000
Attorney Diversion	13,033	177,904	180,000
Cinder Pit	30,000	-	-
CDBG	400,000	-	300,000
Waste Tire Disposal	125,000	-	125,000
Total	\$ 7,692,721	\$ 3,052,224	\$ 8,301,507
Total Special Revenue Funds	\$ 22,923,990	\$ 17,627,024	\$ 24,796,520
DEBT SERVICE FUNDS			
Library District GOB			
SRP	\$ 260,584	\$ 258,996	\$ 255,971
Total Debt Service Funds	\$ 260,584	\$ 258,996	\$ 255,971

**DRAFT APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2018**

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
<u>2017</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>
CAPITAL PROJECTS FUNDS			
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
Total Capital Projects Funds	\$ _____	\$ _____	\$ _____
PERMANENT FUNDS			
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
Total Permanent Funds	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS			
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
Total Enterprise Funds	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	\$ <u>34,925,009</u>	\$ <u>29,843,291</u>	\$ <u>36,925,464</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**DRAFT APACHE COUNTY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018**

FUND	OTHER FINANCING 2018		INTERFUND TRANSFERS 2018	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
County Library District	\$	\$	\$ 228,889	\$
Road Fund			951,154	
Public Health District			428,559	105,688
Post Secondary Education			107,128	
Junior College			848,570	
Emergency Management Match				40,420
Flood District			75,173	
Accent/Sheriff - Match				49,202
Victim's Assistance/Rights Match				4,583
Family Counseling				3,271
Drug Testing				3,503
Juvenile Jail District			127,001	463,290
Total General Fund	\$	\$	\$ 2,766,474	\$ 669,957
SPECIAL REVENUE FUNDS				
County Library District	\$	\$	\$	\$ 528,889
Road Fund				1,268,902
Limestone Pit			250,000	
Public Health District			105,688	428,559
GIS			67,748	
Post Secondary Education				107,128
Junior College				1,048,570
Flood District				75,173
Emergency Management Match			40,420	
Accent/Sheriff - Match			49,202	
Victim's Assistance/Rights Match			4,583	
Family Counseling			3,271	
Drug Testing			3,503	
Jail District			600,000	
Juvenile Jail District			463,290	227,001
Total Special Revenue Funds	\$	\$	\$ 1,587,705	\$ 3,684,222
DEBT SERVICE FUNDS				
Loans	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
	\$	\$	\$	\$
Total Enterprise Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 4,354,179	\$ 4,354,179

**DRAFT APACHE COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2018**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Assessor	\$ 623,722	\$ -	\$ 586,836	\$ 623,722
Attorney	936,603	-	954,205	1,066,603
Administration	1,885,115	-	1,984,564	1,885,115
District #1	234,139	-	224,598	234,139
District #2	234,139	-	170,907	234,139
District #3	159,714	-	194,918	234,139
Clerk of the Court	542,506	-	492,843	542,506
Constable Chinle	13,521	-	-	-
Constable Puerco	74,517	-	67,917	74,517
Constable St. Johns	30,118	-	6,672	-
Constable Round Valley	30,118	-	41,032	52,663
Contingencies	3,000,000	-	-	3,999,769
Data Processing	480,519	-	429,641	480,519
IT Capital Imp. & Software Maintenance	1,512,277	-	385,886	2,522,647
Elections	412,744	-	466,465	305,057
Ground & Maintenance	820,056	-	744,163	820,056
J.P. Chinle	164,080	-	131,664	164,080
J.P. Puerco	284,638	-	272,023	313,242
J.P. St. Johns	183,531	-	174,001	185,939
SJ Magistrate	37,917	-	30,798	37,917
J.P. Round Valley	236,406	-	259,615	296,492
Springerville Magistrate	40,275	-	6,850	40,275
Communication Specialist	100,543	-	96,205	100,543
Community Development	397,990	-	337,293	397,990
Recorder	492,230	-	468,722	492,230
Superior Court	436,261	-	415,405	436,261
Public Defenders	400,000	-	498,159	440,000
Jury Fees & Expenses	112,031	-	62,990	112,031
Jury Trial Costs	20,915	-	-	20,915
Support & Care of Persons	5,729	-	-	-
Treasurer	489,615	-	449,249	489,615
Probation/Adult	281,716	-	280,292	281,716
Probation/Juvenile	219,295	-	217,575	219,295
Sheriff	2,947,656	-	3,238,631	2,947,656
Dispatch Services	480,000	-	480,000	480,000
AHCCCS/ALTCS	1,098,700	-	801,995	469,520
Vehicle Replacement	300,000	-	263,325	300,000
Legal Svcs./Judgments	25,098	-	-	-
School Superintendent	331,216	-	304,816	331,216
IDEA Secure Care	41,894	-	41,894	41,894
Total General Fund	\$ 20,117,544	\$ -	\$ 15,582,149	\$ 21,674,418

SPECIAL REVENUE FUNDS

Law Library	\$ 24,385	\$ -	\$ 20,000	\$ 24,385
HAVA	50,000	-	8,054	4,000
Roads	-	-	-	-
Engineer	620,000	-	506,933	620,000
District #1	2,029,146	-	1,606,359	2,189,113
Carryover Reserve, District #1	489,371	-	179,126	680,026
District #2	2,029,146	-	1,673,162	2,189,113
Carryover Reserve, District #2	259,047	-	51,365	464,979
District #3	3,061,518	-	2,530,171	3,132,872
Carryover Reserve, District #3	711,897	-	795,563	458,178
HURF Support	-	-	-	170,000
Liability Insurance	273,000	-	294,758	273,000
Contingency	254,039	-	36,125	450,402
Other Expenditures	-	-	-	600,000
RAC Grant	150,000	-	-	150,000
Forest Thinning - EECO	350,000	-	86,298	350,000
Limestone Pit	350,000	-	322,326	500,000
GIS	66,326	-	64,319	67,748
Transit Funds	100,000	-	-	-
Misc Revenue	1,100,000	-	-	1,100,000
Victim's Interest Fund	1,000	-	-	1,000
Sheriff's Grants	793,000	-	58,000	1,587,500
Forest Fees	950,000	-	-	500,000
Emergency Management	301,761	-	234,351	340,420
Juvenile High Risk Court	60,000	-	12,324	60,447
Extra Juvenile Diversion	100	-	-	100
Criminal Justice, Attorney	65,324	-	105,707	110,000
RICO, State & Other	20,000	-	10,582	30,000
Norviel Degree	20,000	-	15,345	20,000
DP Services, Schools	376,487	-	50,368	389,207
Local Court Automation	20,091	-	23,299	20,285
Jail Enhancement	200,000	-	171,082	200,000
State Aid To Probation	170,016	-	127,006	141,496
Family Counseling	11,904	-	7,369	13,986
Accent/Attorney	91,315	-	82,334	92,115
Adult Probation Fees	86,230	-	137,470	119,616
CASA	50,227	-	45,308	30,300
Adult Intens. Supervision	293,418	-	282,522	299,469
Juvenile Treatment Services	81,552	-	133,164	119,886
Juv. Probation Fees	5,000	-	3,822	7,500
J.I.P.S.	69,935	-	66,789	99,943
Recorder's Sur-Charge	8,955	-	13,431	25,000
Diversion Fees, Juv Probation	-	-	-	1,055
Adult Prob. Enhancement	268,888	-	172,464	270,799
Accent/Sheriff	500,000	-	366,742	226,506
Victim's Compensation	64,160	-	51,082	31,731
S. Court Docket Storage	8,000	-	3,790	20,000
Victim's Assist./Rights	52,535	-	48,470	30,017
Fair & Legal Employment	45,000	-	-	45,000
Bad Check Prosecution	-	-	16,795	18,000
Detention Equalization	30,000	-	480	30,000
Victim's Comp - Restitution	52,535	-	-	55,000
Jail Services	150,000	-	82,504	150,000
Victim's Comp - Subrogation	25,000	-	-	25,000
Field Trainer	1,834	-	24,639	26,022
Extra Adult Probation Fees	500	-	-	500
Extra Juvenile Probation Fees	100	-	-	100
Drug Treatment & Education	9,481	-	10,557	14,258
Diversion Intake - Probation	29,443	-	-	1,000
Diversion Consequence	38,615	-	26,063	32,984
Drug Testing	45,710	-	34,582	82,711
Case Processing Assistance	11,000	-	13,842	12,868
JCEF	50,000	-	-	50,000
Community Punishment	41,791	-	52,029	54,803
Prosecution Recovery	41,407	-	59,937	65,137
Fill the Gap, Attorney	7,000	-	-	7,000
Fill The Gap, Courts	218,027	-	221,746	205,658
Fill The Gap, Indigent Defense	10,000	-	-	10,000
Fill The Gap, Court Administration	33,500	-	-	33,500

Title 1	22,000	-		22,000
Prosecution Recovery Sup Ct.	12,000	-		50,000
Prosecution Recovery COC	47,406	-		48,000
Attorney Diversion	13,033	-	92,062	180,000
Cinder Pit	30,000	-		30,000
Waste Tire Disposal	125,000	-		125,000
Special Road Projects	126,000	-		126,000
CDBG	400,000	-	80,000	300,000
County Library				
Contingency	100,000	-	-	100,000
Operating	1,687,165	-	1,462,157	1,687,165
Building Project	220,800	-	19,023	220,800
State Grant	29,170	-	25,025	25,000
Federal E-Rate	59,448	-	26,822	59,448
Donations	37,630	-	5,995	37,630
Public Health District				
Contingency	300,000	-	-	300,000
Health Services	594,483	-	494,064	1,249,965
Tuberculosis	12,500	-	10,266	12,700
Injury Prevention (CHIP)	73,860	-	51,987	73,860
Vital Records	55,000	-	58,554	62,000
STD Prevention	6,036	-	6,200	6,036
Teen Pregnancy Prevention	187,420	-	174,045	187,420
AZNN	70,000	-	59,198	70,000
Immunization	151,000	-	138,259	148,611
Tobacco Prevention	185,000	-	143,472	185,000
Smoke Free AZ	74,588	-	69,316	74,588
WIC	102,996	-	104,758	94,413
Family Planning	22,000	-	10,037	22,300
Health Start	150,250	-	127,248	135,250
PHEP	218,293	-	185,153	208,918
Environmental Health, ADHS	71,410	-	51,484	53,909
Environmental Health, ADEQ	67,660	-	45,621	49,757
Medical Examiner	151,340	-	124,600	151,340
Future Grants	300,000	-		100,000
Jail District	2,200,000	-	2,254,769	2,200,000
Juvenile Jail District	637,714	-	637,714	1,145,854
Junior College Tuition	1,900,000	-	1,733,550	2,030,000
Post Secondary Education	819,793	-	680,500	850,665
Flood Control	145,484	-	145,201	145,484
Fire District Assistance	541,820	-		604,276
Total Special Revenue Funds	\$ 29,277,015	\$ -	\$ 19,957,634	\$ 32,305,124
DEBT SERVICE FUNDS				
GADA Loan	\$ 3,300,000	\$ -	\$ 78,563	\$ 3,200,000
Library District GOB	723,100	-	722,225	727,225
Total Debt Service Funds	\$ 4,023,100	\$ -	\$ 800,788	\$ 3,927,225
CAPITAL PROJECTS FUNDS				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
	\$	\$	\$	\$
Total Enterprise Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 53,417,659	\$ -	\$ 36,340,571	\$ 57,906,767

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**DRAFT APACHE COUNTY
Expenditures/Expenses by Department
Fiscal Year 2018**

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2017</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2018</u>
ASSESSOR:				
General Fund	\$ 623,722	\$ -	\$ 586,836	\$ 623,722
Department Total	\$ 623,722	\$ -	\$ 586,836	\$ 623,722
ATTORNEY:				
General Fund	\$ 936,603	\$ -	\$ 954,205	\$ 1,066,603
Victim's Interest Fund	1,000	-	-	1,000
Criminal Justice, Attorney	65,324	-	105,707	110,000
RICO, State & Other	20,000	-	10,582	30,000
ACCENT/Attorney	91,315	-	82,334	92,115
Victim's Compensation	64,160	-	51,082	31,731
Victim's Assistance / Rights	52,535	-	48,470	30,017
Fair & Legal Employment	45,000	-	-	45,000
Bad Check Prosecution	-	-	16,795	18,000
Victim's Compensation - Restitution	52,535	-	-	55,000
Victim's Comp - Subrogation	25,000	-	-	25,000
Prosecution Recovery	41,407	-	59,937	65,137
Fill the Gap, Attorney	7,000	-	-	7,000
Attorney Diversion	13,033	-	92,062	180,000
Department Total	\$ 1,414,912	\$ -	\$ 1,421,174	\$ 1,756,603
BOARD OF SUPERVISORS:				
General Fund	\$ 953,090	\$ -	\$ 853,748	\$ 1,002,417
Department Total	\$ 953,090	\$ -	\$ 853,748	\$ 1,002,417
COUNTY MANAGER:				
General Fund	\$ 1,885,115	\$ -	\$ 1,984,564	\$ 1,885,115
General Fund - Contingencies	3,000,000	-	-	3,999,769
Misc Revenue	1,100,000	-	-	1,100,000
Forest Fees	950,000	-	-	500,000
Junior College Tuition Reimbursement	1,900,000	-	1,733,550	2,030,000
Post Secondary Education	819,793	-	680,500	850,665
Debt Service, GADA Loan	3,300,000	-	78,563	3,200,000
Waste Tire Disposal	125,000	-	-	125,000
CDBG	400,000	-	80,000	300,000
Fire District Assistance	541,820	-	-	604,276
Department Total	\$ 14,021,728	\$ -	\$ 4,557,177	\$ 14,594,825
CLERK OF THE COURT:				
General Fund	\$ 542,506	\$ -	\$ 492,843	\$ 542,506
Local Court Automation	20,091	-	23,299	20,285
S. Court Docket Storage	8,000	-	3,790	20,000
JCEF	50,000	-	-	50,000
Prosecution Recovery COC	47,406	-	-	48,000
Department Total	\$ 668,003	\$ -	\$ 519,932	\$ 680,791
CONSTABLES:				
General Fund	\$ 148,274	\$ -	\$ 115,621	\$ 127,180

Department Total	\$	<u>148,274</u>	\$	<u>-</u>	\$	<u>115,621</u>	\$	<u>127,180</u>
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DATA PROCESSING:

General Fund	\$	<u>1,992,796</u>	\$	<u>-</u>	\$	<u>815,527</u>	\$	<u>3,003,166</u>
DP Services, Schools		<u>376,487</u>		<u>-</u>		<u>50,368</u>		<u>389,207</u>
Department Total	\$	<u>2,369,283</u>	\$	<u>-</u>	\$	<u>865,895</u>	\$	<u>3,392,373</u>

ELECTIONS:

General Fund	\$	<u>412,744</u>	\$	<u>-</u>	\$	<u>466,465</u>	\$	<u>305,057</u>
HAVA		<u>50,000</u>		<u>-</u>		<u>8,054</u>		<u>4,000</u>
Department Total	\$	<u>462,744</u>	\$	<u>-</u>	\$	<u>474,519</u>	\$	<u>309,057</u>

EMERGENCY SERVICES:

Emergency Services	\$	<u>301,761</u>	\$	<u>-</u>	\$	<u>234,351</u>	\$	<u>340,420</u>
Department Total	\$	<u>301,761</u>	\$	<u>-</u>	\$	<u>234,351</u>	\$	<u>340,420</u>

GROUNDS AND MAINTENANCE:

General Fund	\$	<u>820,056</u>	\$	<u>-</u>	\$	<u>744,163</u>	\$	<u>820,056</u>
Department Total	\$	<u>820,056</u>	\$	<u>-</u>	\$	<u>744,163</u>	\$	<u>820,056</u>

JUSTICES OF THE PEACE:

General Fund	\$	<u>946,847</u>	\$	<u>-</u>	\$	<u>874,951</u>	\$	<u>1,037,945</u>
Department Total	\$	<u>946,847</u>	\$	<u>-</u>	\$	<u>874,951</u>	\$	<u>1,037,945</u>

COMMUNICATIONS:

Communications Specialist	\$	<u>100,543</u>	\$	<u>-</u>	\$	<u>96,205</u>	\$	<u>100,543</u>
Department Total	\$	<u>100,543</u>	\$	<u>-</u>	\$	<u>96,205</u>	\$	<u>100,543</u>

COMMUNITY DEVELOPMENT:

General Fund	\$	<u>397,990</u>	\$	<u>-</u>	\$	<u>337,293</u>	\$	<u>397,990</u>
Forest Thinning		<u>350,000</u>		<u>-</u>		<u>86,298</u>		<u>350,000</u>
Department Total	\$	<u>747,990</u>	\$	<u>-</u>	\$	<u>423,591</u>	\$	<u>747,990</u>

RECORDER:

General Fund	\$	<u>492,230</u>	\$	<u>-</u>	\$	<u>468,722</u>	\$	<u>492,230</u>
Recorder's Surcharge		<u>8,955</u>		<u>-</u>		<u>13,431</u>		<u>25,000</u>
Department Total	\$	<u>501,185</u>	\$	<u>-</u>	\$	<u>482,153</u>	\$	<u>517,230</u>

SUPERIOR COURT:

General Fund	\$	<u>974,936</u>	\$	<u>-</u>	\$	<u>976,554</u>	\$	<u>1,009,207</u>
Law Library		<u>24,385</u>		<u>-</u>		<u>20,000</u>		<u>24,385</u>
Juvenile High Risk Court		<u>60,000</u>		<u>-</u>		<u>12,324</u>		<u>60,447</u>
Norviel Decree		<u>20,000</u>		<u>-</u>		<u>15,345</u>		<u>20,000</u>
CASA		<u>50,227</u>		<u>-</u>		<u>45,308</u>		<u>30,300</u>
Field Trainer		<u>1,834</u>		<u>-</u>		<u>24,639</u>		<u>26,022</u>
Case Processing Assistance		<u>11,000</u>		<u>-</u>		<u>13,842</u>		<u>12,868</u>
Fill the Gap, Courts		<u>218,027</u>		<u>-</u>		<u>221,746</u>		<u>205,658</u>
Fill the Gap, Indigent Defense		<u>10,000</u>		<u>-</u>		<u>-</u>		<u>10,000</u>
Fill the Gap, Court Administration		<u>33,500</u>		<u>-</u>		<u>-</u>		<u>33,500</u>
Prosecution Recovery Sup Ct.		<u>12,000</u>		<u>-</u>		<u>-</u>		<u>50,000</u>
Department Total	\$	<u>1,415,909</u>	\$	<u>-</u>	\$	<u>1,329,758</u>	\$	<u>1,482,387</u>

TREASURER:

General Fund	\$	489,615	\$	-	\$	449,249	\$	489,615
Department Total	\$	489,615	\$	-	\$	449,249	\$	489,615

PROBATION:

General Fund	\$	501,011	\$	-	\$	497,867	\$	501,011
Extra Juvenile Diversion		100		-		-		100
State Aid to Probation		170,016		-		127,006		141,496
Family Counseling		11,904		-		7,369		13,986
Adult Probation Fees		86,230		-		137,470		119,616
Adult Intensive Supervision		293,418		-		282,522		299,469
Juvenile Treatment Services		81,552		-		133,164		119,886
Juvenile Probation Fees		5,000		-		3,822		7,500
J.I.P.S.		69,935		-		66,789		99,943
Adult Probation Enhancement		268,888		-		172,464		270,799
Diversion Fees, Juv Probation		-		-		1,055		1,055
Detention Equalization		30,000		-		480		30,000
Extra Adult Probation Fees		500		-		-		500
Extra Juvenile Probation Fees		100		-		-		100
Drug Treatment & Education		9,481		-		10,557		14,258
Diversion Intake		29,443		-		-		1,000
Diversion Consequence		38,615		-		26,063		32,984
Drug Testing		45,710		-		34,582		82,711
Community Punishment		41,791		-		52,029		54,803
Title 1		22,000		-		-		22,000
Juvenile Jail District		637,714		-		637,714		1,145,854
Department Total	\$	2,343,408	\$	-	\$	2,190,953	\$	2,959,071

SHERIFF:

General Fund	\$	3,427,656	\$	-	\$	3,718,631	\$	3,427,656
Sheriff's Grants		793,000		-		58,000		1,587,500
Jail Enhancement		200,000		-		171,082		200,000
ACCENT/Sheriff		500,000		-		366,742		226,506
Jail Services, Sheriff's Canteen		150,000		-		82,504		150,000
Jail District		2,200,000		-		2,254,769		2,200,000
Department Total	\$	7,270,656	\$	-	\$	6,651,728	\$	7,791,662

ENGINEER

Roads	\$	9,727,164	\$	-	\$	7,673,562	\$	11,227,683
RAC Grant		150,000		-		150,000		150,000
Limestone Pit		350,000		-		322,326		500,000
GIS		66,326		-		64,319		67,748
Transit Fund		100,000		-		-		-
Cinder pit		30,000		-		-		30,000
Flood Control		145,484		-		145,201		145,484
Special Roads		126,000		-		-		126,000
Department Total	\$	10,694,974	\$	-	\$	8,355,408	\$	12,246,915

HEALTH SERVICES:

Public Health District	\$	2,793,836	\$	-	\$	1,854,262	\$	3,186,067
Department Total	\$	2,793,836	\$	-	\$	1,854,262	\$	3,186,067

INDIGENT HEALTH

General Fund	\$	1,098,700	\$	-	\$	801,995	\$	469,520
Department Total	\$	<u>1,098,700</u>	\$	<u>-</u>	\$	<u>801,995</u>	\$	<u>469,520</u>

COUNTY LIBRARY:

Library District	\$	2,134,213	\$	-	\$	1,539,022	\$	2,130,043
Debt Service, Library Bond		723,100		-		722,225		727,225
Department Total	\$	<u>2,857,313</u>	\$	<u>-</u>	\$	<u>2,261,247</u>	\$	<u>2,857,268</u>

SCHOOL SUPERINTENDENT:

General Fund	\$	331,216	\$	-	\$	304,816	\$	331,216
IDEA Secure Care		41,894		-		41,894		41,894
Department Total	\$	<u>373,110</u>	\$	<u>-</u>	\$	<u>346,710</u>	\$	<u>373,110</u>

	\$	<u>53,417,659</u>	\$	<u>-</u>	\$	<u>36,491,626</u>	\$	<u>57,906,767</u>
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Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was

**DRAFT APACHE COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2018**

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
GENERAL FUND	160.25	6,823,665	1,484,878	1,562,279	581,904	10,452,887
SPECIAL REVENUE FUNDS						
County Library	28.5	664,674	72,163	254,616	54,411	1,065,892
Roads	96	2,998,555	341,835	809,098	322,509	4,472,082
Health Services	25.5	960,491	100,454	263,328	76,359	1,400,658
GIS	1	46,018	5,292	12,888	3,907	68,106
Sheriff's Grants						
Emergency Services	1	34,552	3,974	6,744	2,695	47,966
Juvenile High Risk Court	1	52,027	1,731	168	4,032	57,955
Criminal Justice, Attorney	1.25	62,233	7,157	10,753	4,848	84,992
D.P. Services Schools	4	280,632	32,275	45,408	21,889	380,206
Local Court Automation	0.5	14,179	1,630	3,372	1,104	20,286
State Aid to Probation	3	87,054	20,318	25,776	8,349	141,500
Accent/Attorney	0.8	71,976	8,277	6,255	5,607	92,116
Probation Services	1.7	43,440	10,139	15,466	4,166	73,211
CASA	0.5	19,746	2,271	6,744	1,538	30,300
Adult Intensive Supervision	3.5	126,525	27,240	35,892	12,134	201,795
Juvenile Treatment Services	1	57,189	6,577	6,744	4,455	74,966
J.I.P.S	1.5	65,549	12,043	16,560	5,791	99,945
State Adult Enhancement Fund	3	149,351	34,856	42,336	14,322	240,871
Accent/Sheriff	3	125,670	55,434	32,520	12,881	226,509
Victim's Assistance	0.7	20,604	2,369	5,439	1,606	30,018
Detention Equalization						
Field Trainer	0.5	16,931	1,947	5,825	1,319	26,023
Drug Treatment and Education	0.3	6,025	692.9	3,222	1,318.89	11,259
Diversion Intake						
Diversion Consequence	0.8	22,017	2,532	5,058	2,111	31,719
Drug Testing	0.7	23,850	4,104	3,950	2,065	33,969
Case Processing Assistance	0.2	10,767	1,238.12	28	834.39	12,868
Community Punishment	0.3	9,672	1,112	1,686	927	13,398
Prosecution Recovery Attorney	0.7	48,370	5,563	7,436	3,768	65,137
Fill the Gap, Courts	2.5	99,097	11,396	13,272	7,806	131,574
Attorney Diversion	1.5	48,238	5,547	16,395	3,758	73,939
Jail District	32	1,017,153	146,027	277,248	98,739	1,539,199
Juvenile Jail District	1.3	159,197	18,307	16,260	11,239	205,004
Total Special Revenue Funds	218.25	7,361,780	944,502	1,950,487	696,489	10,953,476
DEBT SERVICE FUNDS						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$

**DRAFT APACHE COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2018**

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
PERMANENT FUNDS						
		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
		\$	\$	\$	\$	\$
Total Enterprise Funds		\$	\$	\$	\$	\$
INTERNAL SERVICE FUND						
		\$	\$	\$	\$	\$
Total Internal Service Fund		\$	\$	\$	\$	\$
TOTAL ALL FUNDS	378.5	14,185,445	2,429,380	3,512,766	1,278,393	21,406,363

	<u>General Fund</u>
Additional Revenue	
Flexibility	650,000
AHCCCS/ALTCs	664,580
Total	<u>1,314,580</u>
Add'l Expenditures	
Attorney	130,000
Salary Study	250,000
4% Raises	250,000
Building	270,000
Sheriff's Overrun	400,000
	<u>1,300,000</u>

	<u>Flexibility Uses</u>
Jail	600,000
General Fund	650,000
	<u>1,250,000</u>
Flexibility Sources	
Juvenile Jail	100,000
Library	300,000
Junior College Tuition	850,000
	<u>1,250,000</u>

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager/Finance

Date/Signature:

6/26/17 [Signature]

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

Sit as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2017-2018 Tentative Budget for Apache County. A copy of the proposed Tentative Budget is available online at co.apache.az.us or in the County Manager's Office.

BOS Meeting Date Requested 7/5/17

PRE-AGENDA ITEM REVIEW

Legal Review:

N/A

Signature

Finance Review:

Signature

Human Resources Review:

N/A

Signature

Other Review:

N/A

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Signature]

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III

Date/Signature:

11/24/17 [Signature]

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

Doyel Shamley, District III: Update on Eastern Arizona Counties Association membership

BOS Meeting Date Requested 7/5/17

PRE-AGENDA ITEM REVIEW

Legal Review:

N/A

Signature

Finance Review:

N/A

Signature

Human Resources Review:

N/A

Signature

Other Review:

N/A

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

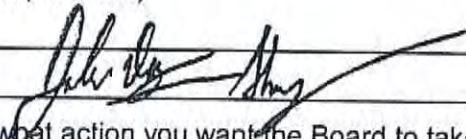
[Signature]

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

District III Supervisor's Office

Date/Signature: JUNE 27, 2017



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

Discussion and possible approval of a short term rental agreement for facilities located in Apache County District III.

BOS Meeting Date Requested: July 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review:

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



DOYEL SHAMLEY, DISTRICT III SUPERVISOR

P.O. Box 428, St. Johns, AZ 85936

Phone: 928-337-7608 ♦ Fax: 928-337-7636

doyel.shamley@co.apache.az.us

SUMMARY FOR SHORT TERM RENTAL AGREEMENT

- 1) This short term Rental Agreement has been reviewed and approved by the County Attorney's Office.
- 2) It can be utilized by both District I and District II with minimal changes to locations and point of contact.

Tanya Pea

From: Joe Young
Sent: Monday, June 19, 2017 4:31 PM
To: Tanya Pea; Michael Whiting
Cc: Doyel Shamley
Subject: RE: Agenda Item Review Form

I am ok with this agenda item. I can sign the form at agenda review.

From: Tanya Pea [mailto:tpea@co.apache.az.us]
Sent: Thursday, June 15, 2017 2:44 PM
To: Joe Young; Michael B. Whiting
Cc: Doyel Shamley
Subject: Agenda Item Review Form

Hello Joe,

I have attached the agenda review form for the July 5, 2017 Board Meeting for the rental agreement & the Tulip Program. Will you please look it over & see if it is acceptable.

Thank you,
Tanya

Tanya Pea

From: Joe Young
Sent: Friday, June 9, 2017 2:37 PM
To: Tanya Pea
Subject: RE: #1 Rental Policy Draft 1 able to modify NEW

Let's get it approved.

From: Tanya Pea [mailto:tpea@co.apache.az.us]
Sent: Tuesday, May 30, 2017 4:48 PM
To: Joe Young; Michael B. Whiting
Cc: Travis Simshauser
Subject: #1 Rental Policy Draft 1 able to modify NEW

Good afternoon all,

I have attached the rental agreement that includes the Rodeo Grounds, the Blue Building and the Alpine Community Center.

Will you please look this over?

I am hoping to be able to get this draft for the agenda review so it may be presented to the Board of Supervisors on the June 20th meeting.

Thank you for your time,
Tanya Pea

Tanya Pea

From: Joe Young
Sent: Monday, May 22, 2017 4:05 PM
To: Tanya Pea
Subject: RE: Message from copier-distii

Yes

From: Tanya Pea [mailto:tpea@co.apache.az.us]
Sent: Monday, May 22, 2017 3:46 PM
To: Joe Young <JYoung@apachelaw.net>
Subject: RE: Message from copier-distii

So you are saying to use the information from ACIP but to add my the written instructions is OK too?

From: Joe Young
Sent: Monday, May 22, 2017 3:42 PM
To: Tanya Pea <tpea@co.apache.az.us>; Michael Whiting <mwhiting@apachelaw.net>
Cc: Travis Simshauser <tsimshauser@co.apache.az.us>
Subject: RE: Message from copier-distii

Along with the information in the other documents, I am ok with this.

From: Tanya Pea [mailto:tpea@co.apache.az.us]
Sent: Monday, May 22, 2017 3:38 PM
To: Joe Young <JYoung@apachelaw.net>; Michael B. Whiting <MWhiting@apachelaw.net>
Cc: Travis Simshauser <tsimshauser@co.apache.az.us>
Subject: FW: Message from copier-distii

Here is my version of it. Please give me your opinion on it.

Thanks Tanya

From: Bizhub Printer
Sent: Monday, May 22, 2017 3:27 PM
To: Tanya Pea <tpea@co.apache.az.us>
Subject: Message from copier-distii



Apache County District III Facility Use Application

Check the location to be rented

RV RODEO ARENA
 BLUE BUILDING
 ALPINE COMMUNITY CENTER

APPLICANT NAME: _____
 ORGANIZATION: _____
 MAILING ADDRESS: _____
 CITY, STATE, ZIP _____
 CODE: _____
 PHONE NUMBER: _____
 CELL PHONE _____
 NUMBER: _____

EVENT INFORMATION

DESCRIPTION OF EVENT: _____

DATE(S) AND TIME OF EVENT:

DATE: _____	TIME: _____	DATE: _____	TIME: _____
DATE: _____	TIME: _____	DATE: _____	TIME: _____
DATE: _____	TIME: _____	DATE: _____	TIME: _____
DATE: _____	TIME: _____	DATE: _____	TIME: _____

WILL ACCESS BE REQUIRED PRIOR TO DATE OF EVENT FOR SET UP? (Y/N) _____

ESTIMATE OF NUMBER OF ATTENDEES: _____

IS THERE AN ENTRANCE FEE FOR PUBLIC ATTENDING THE EVENT?

ADULTS \$ _____ SENIORS \$ _____ CHILDREN \$ _____ OTHER \$ _____

IS THE EVENT: PUBLIC _____ PRIVATE _____

LIST ON WEBSITE FOR PUBLIC INFORMATION? (Y/N) _____

ATTACHMENTS

WILL ALCOHOL BE SERVED AT THIS EVENT? _____

WILL ALCOHOL BE SOLD AT THIS EVENT? _____

IF YES, PLEASE ATTACH COPY OF LIQUOR LICENSE.

SECURITY IS REQUIRED FOR EVENTS SERVING ALCOHOL, AND FOR EVENTS WITH OVER 480 PERSONS IN ATTENDANCE.

IS SECURITY REQUIRED FOR THIS EVENT? (Y/N) _____

IF YES PLEASE FILL OUT SECURITY INFORMATION FORM (ATTACHED).

FOR OFFICE USE ONLY

APPLICATION REC'D DATE: _____

APPROVED BY: _____
RODEO GROUNDS MANAGER
SIGNATURE

DEPOSIT REC'D: _____

CHECK/MO NUMBER: _____

EVENT PAYMENT REC'D: _____

CHECK/MO NUMBER: _____

DEPOSIT RETURNED DATE: _____

DEPOSIT RETURNED AMOUNT: _____



Apache County District III Facility Use Application

The fee calculation sheet will be filled out with the Rodeo Grounds Manager. Please leave blank.

Located at US 260 and US 191 in Eagar, Arizona

RV RODEO GROUNDS

The discounted rate for the facilities for a 4(four) to 7(seven) day event will be equal to 3.5 times the daily rate. This week may only impact one (1) weekend.

	CLASS I	CLASS II	CLASS III	CLASS IV		
Number of Days / Hours	Educational, Community Service Organizations, Personal/Community Adversity Benefits, Non-Profit Organizations or Apache County Residents that do not charge for their event	Non-Profit Organizations that charge a fee for their event.	For profit ventures and commercial organizations.	Circuses, Motorized Events and events that change the intended use of the arena	4 to 7 Day Discount (may impact only one weekend)	Estimated Cost
Per Day Costs						
Arena & Grandstands w/ Restrooms	\$ N/C	\$ 150.00	\$ 150.00	\$ 300.00	3.5 times the daily rate	
Tractor (Operator must be approved by Rodeo Manager)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	3.5 times the daily rate	
Basic Portable Arena Panel Set Up	\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	3.5 times the daily rate	
Concession Stand Eastside	\$ 40.00	\$ 75.00	\$ 200.00	\$ 300.00	3.5 times the daily rate	
Concession Stand Westside	\$ 40.00	\$ 75.00	\$ 200.00	\$ 300.00	3.5 times the daily rate	
Per Hour Use						
Arena lights	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	No Discount	
Deposits						
Arena and Facilities	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	No Discount	
Other						
						Total



Apache County District III Facility Use Application

The fee calculation sheet will be filled out with the Rodeo Grounds Manager. Please leave blank.

BLUE BUILDING

	CLASS I	CLASS II	CLASS III	CLASS IV		
Number of Days / Hours	Educational, Community Service Organizations, Personal/Community Adversity Benefits, Wedding or Receptions, Non-Profit Organizations or Apache County Residents that do not charge for their event	Non-Profit Organizations that charge a fee for their event.	For profit ventures and commercial organizations.	Circuses, Motorized Events and events that change the intended use of the arena	4 to 7 Day Discount (may impact only one weekend)	Estimated Cost
Per Day Costs						
Blue Building w/ Restrooms	\$ 40.00	\$ 65.00	\$ 200.00	\$ 300.00	3.5 times the daily rate	
Kitchen	\$ 50.00	\$ 150.00	\$ 200.00	\$ 250.00	3.5 times the daily rate	
Deposits						
Blue Building and Facilities	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	No Discount	
Other						
<p><i>Tables and chairs are included in the Blue Building Rental</i></p> <p><i>The building is 60' x 80' (4800 sq ft)</i></p>						
Total						



Apache County District III Facility Use Application

The fee calculation sheet will be filled out with the Rodeo Grounds Manager. Please leave blank.

Located at 12 County Road 2061 Alpine, Arizona 85920

ALPINE COMMUNITY CENTER

	CLASS I	CLASS II	CLASS III	CLASS IV		Estimated Cost
Number of Days / Hours	Educational, Community Service Organizations, Personal/Community Adversity Benefits, Non-Profit Organizations or Apache County Residents that do not charge for their event	Weddings, Receptions, Reunions, Parties	Non-profit Organizations That charge a fee for their events.	For profit Ventures and Commercial Organizations	4 to 7 Day Discount (may impact only one weekend)	
Per Day Costs						
Community Center	\$ N/C	\$ 40.00	\$ 65.00	\$ 200.00		
Kitchen	\$ 50.00	\$ 50.00	\$ 150.00	\$ 200.00	3.5 times the daily rate	
Activity Room/ Meeting Room	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	3.5 times the daily rate	
Deposits						
Alpine Community Center	\$ N/C	\$ 200.00	\$ 200.00	\$ 200.00	No Discount	
Other						
<i>Chairs and tables are included When facility is rented.</i>						
Total						



Apache County District III Facility Use Application

Policies/Procedures

- A) Priorities for scheduling conflicts will be solely determined by the County Manager.
- B) Additional Costs may be added according to need for special features or uses.
- C) Each event shall require a walk through and photo sign off before and after each event with the responsible party and the Rodeo Grounds Manager.
- D) Deposit shall be forfeited if:
 - 1) Keys are not returned within 48 hours after event. The keys will be issued at the Round Valley Road Yard.
 - 2) Additional cleaning is required.
 - 3) Equipment for facility is damaged. The applicant shall be responsible for any and all assessed damages. Cleaning and security deposits will be refunded to the Applicant after the final walkthrough, if no damage is done to County Property.
- E) A \$1,000,000 General Liability Certificate of Insurance naming Apache County as an additional insured, will be required for events such as Equestrian, Rodeo, and ATV. Events that do not charge admission, please contact Tanya Pea at: 928-337-7608 or tpea@co.apache.az.us
- F) Individuals or small groups desiring to practice in the arena area should contact Tanya Pea at: 928-337-7608 or tpea@co.apache.az.us
- G) Users of concessions must supply their own propane and tank.
- H) Users of concessions must comply with all health and safety codes or regulations.
- I) If an event organizer would like to provide "in-kind" services in lieu of payment of normal fees, please contact the Tanya Pea at (928) 337-7608 or tpea@co.apache.az.us. In-kind labor is available at \$10.00 per hour. The value of donated items will be set by a third party.



Apache County District III Facility Use Application

POLICIES / PROCEDURES

1. Apache County requires the event sponsor/individual to provide security/traffic control personnel for events where:
 - a. Alcohol/liquor is served or sold. Any event where alcohol is served through the concession area will be required to obtain special permission.
 - b. More than 480 persons are expected to attend an event.
2. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County unless it is sponsored by the County.
3. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security/traffic control personnel needed for their event. At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a State Certified Security Guard.
4. Prior to picking up the key from the Rodeo Grounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified.
5. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating unless special permission is given by the Rodeo Manager.
6. The event application may be downloaded from the internet (www.apachecounty.az.gov) and/or completed on line, and e-mailed to tpea@co.apache.az.us or mail original to:

APACHE COUNTY DISTRICT III SUPERVISOR
P.O. BOX 428
ATTN: TANYA PEA
ST JOHNS, AZ 85936
(928) 337-7608

5. Events may be scheduled up to two (2) years in advance. The Master Calendar is maintained and coordinated by Apache County so you can check the availability of specific dates and times. The calendared events can be seen on the link provided on the Apache County website.
6. Apache County reserves the right to unilaterally cancel a reservation for any of the rental facilities due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party.
7. The Rodeo Grounds Manager shall review all scheduled events for appropriateness, compatibility and safety prior to scheduling. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
8. Rental fees for the rodeo ground facilities shall be based on the Rodeo Grounds Rate Schedule in effect on the date the approval is given by the Apache County Board of Supervisors.



Apache County District III Facility Use Application

POLICIES/ PROCEDURES FOR THE ALPINE COMMUNITY CENTER

1. Apache County requires the event sponsor/ individual to provide security/traffic control personnel for events where:
 - a. Alcohol/liquor is served or sold. Any event where alcohol is served, it is required to obtain special permission.
 - b. More than 480 people are expected to attend an event.

2. It is further understood that the event sponsor/individual is to exercise reasonable judgement regarding the number of security/traffic control personnel for their event. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer.** It is understood that no security is provided by the County unless it is sponsored by the County.

3. A copy of the Alcohol Usage Policies and Procedures is included for your understanding.

4. Any questions regarding the usage of the Alpine Community Center, please contact Vera Cassel at 928-339-4330 or Tanya Pea at 928-337-7608 or tpea@co.apache.az.us.

5. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating unless special permission is given by the Community Center Manager.

6. The event application may be downloaded from the Apache County Website (www.apachecounty.az.gov) and/or completed online and emailed to tpea@co.apache.az.us. It can be mailed to:

APACHE COUNTY DISTRICT III SUPERVISOR
PO BOX 428
ATTN: TANYA PEA
ST. JOHNS, AZ 85936

7. Events may be scheduled up to two (2) years in advance. The Community Center calendar is maintained and coordinated by Apache County. The calendared events can be seen on the link provided by the Apache County website.

8. Apache County reserves the right to unilaterally cancel a reservation for the Alpine Community facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party.

9. The Community Center Manager shall review all scheduled events for appropriateness, compatibility, and safety prior to scheduling. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.

10. Rental fees for the facility shall be based on the Community Center Rate Schedule in effect on the date the approval is given by the Apache County Board of Supervisors.



Apache County District III Facility Use Application

ALCOHOL USAGE POLICIES AND PROCEDURES

1. Apache County may establish guidelines consistent with these policies and procedures, as deemed necessary for the safe, efficient, and optimum use of the County facilities.
2. All facilities shall be managed by Apache County in accordance with the provisions of these policies and applicable laws, regulations, and ordinances.
3. Apache County shall be responsible for the coordination and interpretation of the policies regarding the use of alcohol within County buildings.
4. Apache County requires the event sponsor/individual to provide security and traffic control personnel for events where:
 - A. Alcohol/liquor is served or sold. Any event where alcohol is served through the concession stand area will be required to obtain special permission or obtain a special event license through the Arizona Department of Liquor Licenses and Control.
 - B. When alcohol is served, at least one security guard must be present for the period of one hour before the event and one hour after the event or until the participants have left the premises. For groups greater than 200 people, two (2) security guards are required. Underage drinking will not be tolerated and offenders may be prosecuted by the local authorities.
 - C. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security /traffic control personnel needed for their event. At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be an Apache County Sheriff Posse Reserve.
 - D. Any person or organization renting County facilities, who charges admission to the public in any form, sells alcoholic beverages, or where, in the judgement of the County, the risk of the event warrants such, must furnish the County a Certificate of General Liability Insurance including contractual insurance (and provision to serve alcoholic beverages if applicable) with bodily injury limits of at least \$1,000,000.00 for each occurrence and property damage limits of at least \$100,000.00 per occurrence (or such insurance with \$1,000,000.00 combined single limits) to a maximum of \$1,000,000.00 combined single limits per occurrence.



Apache County District III Facility Use Application

PLEASE NOTE THAT ALL FEES WILL BE PAID TO APACHE COUNTY

IF PAYING BY CHECK, PLEASE WRITE ONE CHECK FOR THE RENTAL AMOUNT
AND ONE CHECK FOR THE DEPOSIT.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THESE POLICIES:

APPLICANT PRINTED NAME: _____

APPLICANT SIGNATURE: _____

TITLE OF SIGNER: _____

DATE: _____

FOR OFFICE USE

DATE APPLICATION RECEIVED _____

DATE PAYMENT RECEIVED: _____

EVENT AMOUNT RECEIVED: \$ _____

DEPOSIT AMOUNT RECEIVED \$ _____

CHECK OR MONEY ORDER NUMBER: _____

RECEIVED BY: _____

DEPOSIT AMOUNT RETURNED: \$ _____ DATE RETURNED _____

RETURNED BY: _____



Apache County District III Facility Use Application

Waiver of Liability and Hold Harmless Agreement

I, _____ (Name), in consideration of being allowed to participate in activities on property owned by Apache County, hereby release, waive and hold harmless Apache County, its Board of Supervisors, elected officials, officers, agents and employees (hereinafter referred to as RELEASEES), from and against any and all claims, demands, actions, or causes of action of any type whatsoever, including property damage, personal injury or death, and VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH arising out of or in any way related to my use of the Apache County Gym and any other property owned by Apache County or any of the RELEASEES.

It is my expressed intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of Arizona.

I am aware that there are risks and dangers associated whenever participating in athletic activities and in using Apache County property, including the risk of property damage, personal injury or death. I acknowledge that my participation and use of County property is voluntary and that I assume full responsibility for any injuries or damages I may sustain as a result of my participation. I understand that I am solely responsible for any medical costs I may incur as a result of any accident or other injury that may occur on any land or property owned or maintained by Apache County.

Indemnification and Hold Harmless: I also agree to INDEMNIFY the RELEASEES from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my activity on any land or property owned or maintained by the County, and to reimburse the RELEASEES for any such expenses incurred.

In signing this release, I acknowledge and represent that I HAVE READ THE FORGOING Waiver of Liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Signature

Print Name

Date

(If participant is under 18 years of age, a parent or guardian must execute in addition to the above, the following waiver)

I, _____ (parent/guardian of _____) do hereby represent that I am in fact, acting in such a capacity and agree to save and hold harmless and indemnify each and all of the parties referred to above as RELEASEES from all liability, loss, cost, claim of damage whatsoever which may be imposed upon said RELEASEES because of any defect in or lack of such capacity to so act and release said RELEASEES on behalf of both myself and the aforementioned minor.

Parent's Signature
(If under 18)

Parent's Print Name

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:

[Handwritten signature] *6/27/17*

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 June 20, 2017 and July 5, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 7/5/17

PRE-AGENDA ITEM REVIEW

Legal Review:

N/A

Signature

Finance Review:

N/A

Signature

Human Resources Review:

N/A

Signature

Other Review:

N/A

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Handwritten initials]

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1055447	06/20/2017	Accounts Payable	24 HOUR GAS-N-GO	76.60
Open	NBAZ - Warrant Clearing Account	Check	1055448	06/20/2017	Accounts Payable	AGUERO, ROBIN R	871.20
Open	NBAZ - Warrant Clearing Account	Check	1055449	06/20/2017	Accounts Payable	ALPINE WATER AND SANITARY	67.89
Open	NBAZ - Warrant Clearing Account	Check	1055450	06/20/2017	Accounts Payable	ALSCO INC	306.75
Open	NBAZ - Warrant Clearing Account	Check	1055451	06/20/2017	Accounts Payable	AMERICAN FENCE CO OF AZ	684.00
Open	NBAZ - Warrant Clearing Account	Check	1055452	06/20/2017	Accounts Payable	ARMORED ELECTRIC	481.33
Open	NBAZ - Warrant Clearing Account	Check	1055453	06/20/2017	Accounts Payable	ARVISO, GILBERT C	600.00
Open	NBAZ - Warrant Clearing Account	Check	1055454	06/20/2017	Accounts Payable	ASPEN TIRE & OIL	51.45
Open	NBAZ - Warrant Clearing Account	Check	1055455	06/20/2017	Accounts Payable	AT&T	39.66
Open	NBAZ - Warrant Clearing Account	Check	1055456	06/20/2017	Accounts Payable	ATS ARMOR LLC	19,508.08
Open	NBAZ - Warrant Clearing Account	Check	1055457	06/20/2017	Accounts Payable	AVAYA COMMUNICATIONS	1,603.62
Open	NBAZ - Warrant Clearing Account	Check	1055458	06/20/2017	Accounts Payable	AVERYS BQ	336.58
Open	NBAZ - Warrant Clearing Account	Check	1055459	06/20/2017	Accounts Payable	AZ BRAKE & CLUTCH SUPPLY	19.96
Open	NBAZ - Warrant Clearing Account	Check	1055460	06/20/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	105.00
Open	NBAZ - Warrant Clearing Account	Check	1055461	06/20/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	186.46
Open	NBAZ - Warrant Clearing Account	Check	1055462	06/20/2017	Accounts Payable	AZ DEPT OF REVENUE	1,552.68
Open	NBAZ - Warrant Clearing Account	Check	1055463	06/20/2017	Accounts Payable	BARCODE PLANET	520.72
Open	NBAZ - Warrant Clearing Account	Check	1055464	06/20/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	29.14
Open	NBAZ - Warrant Clearing Account	Check	1055465	06/20/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	23.41
Open	NBAZ - Warrant Clearing Account	Check	1055466	06/20/2017	Accounts Payable	BEGAY, BERNICE	600.00
Open	NBAZ - Warrant Clearing Account	Check	1055467	06/20/2017	Accounts Payable	BEGAY, SARAH MAE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1055468	06/20/2017	Accounts Payable	BIA, LOGAN	144.00
Open	NBAZ - Warrant Clearing Account	Check	1055469	06/20/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	23,923.62
Open	NBAZ - Warrant Clearing Account	Check	1055470	06/20/2017	Accounts Payable	BOOT BARN	329.96
Open	NBAZ - Warrant Clearing Account	Check	1055471	06/20/2017	Accounts Payable	BRADCO	47,063.21
Open	NBAZ - Warrant Clearing Account	Check	1055472	06/20/2017	Accounts Payable	BRISCOE-GEORGE, VALERIE	262.12
Open	NBAZ - Warrant Clearing Account	Check	1055473	06/20/2017	Accounts Payable	CDW GOVERNMENT LLC	3,505.42
Open	NBAZ - Warrant Clearing Account	Check	1055474	06/20/2017	Accounts Payable	CLEVELAND, HARDY C	144.00
Open	NBAZ - Warrant Clearing Account	Check	1055475	06/20/2017	Accounts Payable	CLYDE, VICTOR J	181.90
Open	NBAZ - Warrant Clearing Account	Check	1055476	06/20/2017	Accounts Payable	CMS COMMUNICATIONS INC	698.00
Open	NBAZ - Warrant Clearing Account	Check	1055477	06/20/2017	Accounts Payable	CONNEY SAFETY PRODUCTS	480.37
Open	NBAZ - Warrant Clearing Account	Check	1055478	06/20/2017	Accounts Payable	CONTAINERS ON DEMAND LLC	4,119.60
Open	NBAZ - Warrant Clearing Account	Check	1055479	06/20/2017	Accounts Payable	COVEY, JOSHUA T	89.08
Open	NBAZ - Warrant Clearing Account	Check	1055480	06/20/2017	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	11,201.25
Open	NBAZ - Warrant Clearing Account	Check	1055481	06/20/2017	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	2,396.31
Open	NBAZ - Warrant Clearing Account	Check	1055482	06/20/2017	Accounts Payable	CS&S COMPUTER SYSTEMS	171.88
Open	NBAZ - Warrant Clearing Account	Check	1055483	06/20/2017	Accounts Payable	DIAMOND C FEEDS	88.04
Open	NBAZ - Warrant Clearing Account	Check	1055484	06/20/2017	Accounts Payable	DIAMOND DRUGS INC	7,483.22
Open	NBAZ - Warrant Clearing Account	Check	1055485	06/20/2017	Accounts Payable	DIAMOND MEDICAL SUPPLY	193.98
Open	NBAZ - Warrant Clearing Account	Check	1055486	06/20/2017	Accounts Payable	DISH NETWORK	151.13
Open	NBAZ - Warrant Clearing Account	Check	1055487	06/20/2017	Accounts Payable	ELECTRONIC CENTER INC	2,172.00
Open	NBAZ - Warrant Clearing Account	Check	1055488	06/20/2017	Accounts Payable	ELWOOD, JULIUS	600.00
Open	NBAZ - Warrant Clearing Account	Check	1055489	06/20/2017	Accounts Payable	EMERY K LA BARGE ATTORNEY AT LAW	473.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1055490	06/20/2017	Accounts Payable	EMPIRE MACHINERY	2,190.22
Open	NBAZ - Warrant Clearing Account	Check	1055491	06/20/2017	Accounts Payable	ERNIES FIRE EXTINGUISHER	600.00
Open	NBAZ - Warrant Clearing Account	Check	1055492	06/20/2017	Accounts Payable	ETR ASSOCIATES	387.44
Open	NBAZ - Warrant Clearing Account	Check	1055493	06/20/2017	Accounts Payable	FLEET PRIDE	340.50
Open	NBAZ - Warrant Clearing Account	Check	1055494	06/20/2017	Accounts Payable	FRONTIER	423.50
Open	NBAZ - Warrant Clearing Account	Check	1055495	06/20/2017	Accounts Payable	FRONTIER	925.74
Open	NBAZ - Warrant Clearing Account	Check	1055496	06/20/2017	Accounts Payable	FRONTIER	67.90
Open	NBAZ - Warrant Clearing Account	Check	1055497	06/20/2017	Accounts Payable	FRONTIER	150.13
Open	NBAZ - Warrant Clearing Account	Check	1055498	06/20/2017	Accounts Payable	FRONTIER	154.16
Open	NBAZ - Warrant Clearing Account	Check	1055499	06/20/2017	Accounts Payable	FRONTIER	152.71
Open	NBAZ - Warrant Clearing Account	Check	1055500	06/20/2017	Accounts Payable	FRONTIER	67.90
Open	NBAZ - Warrant Clearing Account	Check	1055501	06/20/2017	Accounts Payable	FRONTIER	64.27
Open	NBAZ - Warrant Clearing Account	Check	1055502	06/20/2017	Accounts Payable	FRONTIER	920.76
Open	NBAZ - Warrant Clearing Account	Check	1055503	06/20/2017	Accounts Payable	FRONTIER	266.01
Open	NBAZ - Warrant Clearing Account	Check	1055504	06/20/2017	Accounts Payable	FRONTIER	67.90
Open	NBAZ - Warrant Clearing Account	Check	1055505	06/20/2017	Accounts Payable	FRONTIER	70.17
Open	NBAZ - Warrant Clearing Account	Check	1055506	06/20/2017	Accounts Payable	FRONTIER	3,250.00
Open	NBAZ - Warrant Clearing Account	Check	1055507	06/20/2017	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1055508	06/20/2017	Accounts Payable	FRONTIER	363.81
Open	NBAZ - Warrant Clearing Account	Check	1055509	06/20/2017	Accounts Payable	FRONTIER	100.29
Open	NBAZ - Warrant Clearing Account	Check	1055510	06/20/2017	Accounts Payable	FRONTIER	134.29
Open	NBAZ - Warrant Clearing Account	Check	1055511	06/20/2017	Accounts Payable	FRONTIER	93.33
Open	NBAZ - Warrant Clearing Account	Check	1055512	06/20/2017	Accounts Payable	FRONTIER	162.60
Open	NBAZ - Warrant Clearing Account	Check	1055513	06/20/2017	Accounts Payable	FRONTIER	73.00
Open	NBAZ - Warrant Clearing Account	Check	1055514	06/20/2017	Accounts Payable	FRONTIER	726.00
Open	NBAZ - Warrant Clearing Account	Check	1055515	06/20/2017	Accounts Payable	FRONTIER	241.39
Open	NBAZ - Warrant Clearing Account	Check	1055516	06/20/2017	Accounts Payable	FRONTIER	4,133.35
Open	NBAZ - Warrant Clearing Account	Check	1055517	06/20/2017	Accounts Payable	FRONTIER	174.94
Open	NBAZ - Warrant Clearing Account	Check	1055518	06/20/2017	Accounts Payable	FRONTIER	24.79
Open	NBAZ - Warrant Clearing Account	Check	1055519	06/20/2017	Accounts Payable	G & K SERVICES INC	191.47
Open	NBAZ - Warrant Clearing Account	Check	1055520	06/20/2017	Accounts Payable	GALLEGOS, OLIVIA SELENE	180.44
Open	NBAZ - Warrant Clearing Account	Check	1055521	06/20/2017	Accounts Payable	GALLUP WATER WORKS	50.25
Open	NBAZ - Warrant Clearing Account	Check	1055522	06/20/2017	Accounts Payable	GREER, YVETTE L	789.27
Open	NBAZ - Warrant Clearing Account	Check	1055523	06/20/2017	Accounts Payable	GRIMSLEY, DONALD J	851.94
Open	NBAZ - Warrant Clearing Account	Check	1055524	06/20/2017	Accounts Payable	GUARDIAN TRACKING	3,093.00
Open	NBAZ - Warrant Clearing Account	Check	1055525	06/20/2017	Accounts Payable	GUINN, ADA C	211.44
Open	NBAZ - Warrant Clearing Account	Check	1055526	06/20/2017	Accounts Payable	GUINN, RICHARD C	600.00
Open	NBAZ - Warrant Clearing Account	Check	1055527	06/20/2017	Accounts Payable	GURLEY MOTOR CO	41.66
Open	NBAZ - Warrant Clearing Account	Check	1055528	06/20/2017	Accounts Payable	HATCH CONSTRUCTION	22,634.71
Open	NBAZ - Warrant Clearing Account	Check	1055529	06/20/2017	Accounts Payable	HIGH COUNTRY SIGNS LLC	375.00
Open	NBAZ - Warrant Clearing Account	Check	1055530	06/20/2017	Accounts Payable	HIGH DESERT CYCLES	316.63
Open	NBAZ - Warrant Clearing Account	Check	1055531	06/20/2017	Accounts Payable	HILL AZ GROCERY STORE	20.67
Open	NBAZ - Warrant Clearing Account	Check	1055532	06/20/2017	Accounts Payable	HILL AZ GROCERY STORE	370.43

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1055533	06/20/2017	Accounts Payable	HILLYARD/FLAGSTAFF	1,541.35
Open	NBAZ - Warrant Clearing Account	Check	1055534	06/20/2017	Accounts Payable	HINTON BURDICK PLLC	3,800.00
Open	NBAZ - Warrant Clearing Account	Check	1055535	06/20/2017	Accounts Payable	HOME DEPOT	368.49
Open	NBAZ - Warrant Clearing Account	Check	1055536	06/20/2017	Accounts Payable	HONEA, GENEVA	12.00
Open	NBAZ - Warrant Clearing Account	Check	1055537	06/20/2017	Accounts Payable	HUBBELL, ROCHELLE	65.00
Open	NBAZ - Warrant Clearing Account	Check	1055538	06/20/2017	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	181.32
Open	NBAZ - Warrant Clearing Account	Check	1055539	06/20/2017	Accounts Payable	HUMPHREY, JODIE MARIE	33.64
Open	NBAZ - Warrant Clearing Account	Check	1055540	06/20/2017	Accounts Payable	JAMESON, MICHELLE	1,046.04
Open	NBAZ - Warrant Clearing Account	Check	1055541	06/20/2017	Accounts Payable	JENSON, STEVEN E	234.34
Open	NBAZ - Warrant Clearing Account	Check	1055542	06/20/2017	Accounts Payable	JONES, DENNISE L	163.93
Open	NBAZ - Warrant Clearing Account	Check	1055543	06/20/2017	Accounts Payable	JOY, DAVID G	10.00
Open	NBAZ - Warrant Clearing Account	Check	1055544	06/20/2017	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	59.94
Open	NBAZ - Warrant Clearing Account	Check	1055545	06/20/2017	Accounts Payable	KING SOOPERS	162.89
Open	NBAZ - Warrant Clearing Account	Check	1055546	06/20/2017	Accounts Payable	KONICA MINOLTA	25.26
Open	NBAZ - Warrant Clearing Account	Check	1055547	06/20/2017	Accounts Payable	LATHAM, MICHAEL	2,726.41
Open	NBAZ - Warrant Clearing Account	Check	1055548	06/20/2017	Accounts Payable	LAWSON PRODUCTS INC	3,381.28
Open	NBAZ - Warrant Clearing Account	Check	1055549	06/20/2017	Accounts Payable	LEHIGH OUTFITTERS LLC	492.70
Open	NBAZ - Warrant Clearing Account	Check	1055550	06/20/2017	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	74.61
Open	NBAZ - Warrant Clearing Account	Check	1055551	06/20/2017	Accounts Payable	LOWES COMPANIES INC	75.37
Open	NBAZ - Warrant Clearing Account	Check	1055552	06/20/2017	Accounts Payable	MARTINEZ, PATRICK J	744.00
Open	NBAZ - Warrant Clearing Account	Check	1055553	06/20/2017	Accounts Payable	MATTICE, DEENA CHRISTINE	50.53
Open	NBAZ - Warrant Clearing Account	Check	1055554	06/20/2017	Accounts Payable	MCCARTHY, STEPHANIE	380.34
Open	NBAZ - Warrant Clearing Account	Check	1055555	06/20/2017	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	6,294.00
Open	NBAZ - Warrant Clearing Account	Check	1055556	06/20/2017	Accounts Payable	MISSION UNIFORM & LINEN	130.78
Open	NBAZ - Warrant Clearing Account	Check	1055557	06/20/2017	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	42.50
Open	NBAZ - Warrant Clearing Account	Check	1055558	06/20/2017	Accounts Payable	NACO	600.00
Open	NBAZ - Warrant Clearing Account	Check	1055559	06/20/2017	Accounts Payable	NATIONAL BUSINESS FURNITURE	838.88
Open	NBAZ - Warrant Clearing Account	Check	1055560	06/20/2017	Accounts Payable	NATIONAL JUDGES ASSOCIATION	120.00
Open	NBAZ - Warrant Clearing Account	Check	1055561	06/20/2017	Accounts Payable	NAVAJO COUNTY	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1055562	06/20/2017	Accounts Payable	NAVAJO NATION	292.68
Open	NBAZ - Warrant Clearing Account	Check	1055563	06/20/2017	Accounts Payable	NAVAJO NATION FAIR	350.00
Open	NBAZ - Warrant Clearing Account	Check	1055564	06/20/2017	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	3,175.00
Open	NBAZ - Warrant Clearing Account	Check	1055565	06/20/2017	Accounts Payable	NAVAJO SANITATION INC	37.80
Open	NBAZ - Warrant Clearing Account	Check	1055566	06/20/2017	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	100.80
Open	NBAZ - Warrant Clearing Account	Check	1055567	06/20/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,420.49
Open	NBAZ - Warrant Clearing Account	Check	1055568	06/20/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,658.24
Open	NBAZ - Warrant Clearing Account	Check	1055569	06/20/2017	Accounts Payable	NAVAJO WESTERNERS	1,327.42
Open	NBAZ - Warrant Clearing Account	Check	1055570	06/20/2017	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	16,682.30
Open	NBAZ - Warrant Clearing Account	Check	1055571	06/20/2017	Accounts Payable	NEZ, FLORA	600.00
Open	NBAZ - Warrant Clearing Account	Check	1055572	06/20/2017	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	850.00
Open	NBAZ - Warrant Clearing Account	Check	1055573	06/20/2017	Accounts Payable	OCTOPUS CAR WASH INC	86.00
Open	NBAZ - Warrant Clearing Account	Check	1055574	06/20/2017	Accounts Payable	OFFICE DEPOT	82.57
Open	NBAZ - Warrant Clearing Account	Check	1055575	06/20/2017	Accounts Payable	PADILLA, DEBBIE L	65.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1055576	06/20/2017	Accounts Payable	PAGE STEEL	1,346.28
Open	NBAZ - Warrant Clearing Account	Check	1055577	06/20/2017	Accounts Payable	PATTERSON, DENNIELLE	34.88
Open	NBAZ - Warrant Clearing Account	Check	1055578	06/20/2017	Accounts Payable	PATTERSON, RYAN N	59.00
Open	NBAZ - Warrant Clearing Account	Check	1055579	06/20/2017	Accounts Payable	PEA, TANYA	8.73
Open	NBAZ - Warrant Clearing Account	Check	1055580	06/20/2017	Accounts Payable	PENWORTHY COMPANY	96.26
Open	NBAZ - Warrant Clearing Account	Check	1055581	06/20/2017	Accounts Payable	PIMA COUNTY MEDICAL	4,600.00
Open	NBAZ - Warrant Clearing Account	Check	1055582	06/20/2017	Accounts Payable	PITNEY BOWES	498.11
Open	NBAZ - Warrant Clearing Account	Check	1055583	06/20/2017	Accounts Payable	PRO PETROLEUM	14,833.97
Open	NBAZ - Warrant Clearing Account	Check	1055584	06/20/2017	Accounts Payable	QUALITY CARQUEST	84.23
Open	NBAZ - Warrant Clearing Account	Check	1055585	06/20/2017	Accounts Payable	QUALITY READY MIX INC	21,971.25
Open	NBAZ - Warrant Clearing Account	Check	1055586	06/20/2017	Accounts Payable	QUILL CORP	6,006.70
Open	NBAZ - Warrant Clearing Account	Check	1055587	06/20/2017	Accounts Payable	REDW LLC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1055588	06/20/2017	Accounts Payable	REST UR RUMP	408.30
Open	NBAZ - Warrant Clearing Account	Check	1055589	06/20/2017	Accounts Payable	REYNOLDS, WALTER DWIGHT	52.00
Open	NBAZ - Warrant Clearing Account	Check	1055590	06/20/2017	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1055591	06/20/2017	Accounts Payable	SAFETY KLEEN	373.74
Open	NBAZ - Warrant Clearing Account	Check	1055592	06/20/2017	Accounts Payable	SAFEWAY INC	121.38
Open	NBAZ - Warrant Clearing Account	Check	1055593	06/20/2017	Accounts Payable	SCOTT HAMBLIN MD PC	750.00
Open	NBAZ - Warrant Clearing Account	Check	1055594	06/20/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	900.44
Open	NBAZ - Warrant Clearing Account	Check	1055595	06/20/2017	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	330.18
Open	NBAZ - Warrant Clearing Account	Check	1055596	06/20/2017	Accounts Payable	SHELL OIL	1,167.76
Open	NBAZ - Warrant Clearing Account	Check	1055597	06/20/2017	Accounts Payable	SHI INTERNATIONAL CORP	7,244.94
Open	NBAZ - Warrant Clearing Account	Check	1055598	06/20/2017	Accounts Payable	SIERRA PROPANE	472.88
Open	NBAZ - Warrant Clearing Account	Check	1055599	06/20/2017	Accounts Payable	SMITH, WILBUR	144.00
Open	NBAZ - Warrant Clearing Account	Check	1055600	06/20/2017	Accounts Payable	SOUTHWEST ROCK PRODUCTS LLC	55,213.21
Open	NBAZ - Warrant Clearing Account	Check	1055601	06/20/2017	Accounts Payable	SPARKLETT'S WATER	183.29
Open	NBAZ - Warrant Clearing Account	Check	1055602	06/20/2017	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	70.07
Open	NBAZ - Warrant Clearing Account	Check	1055603	06/20/2017	Accounts Payable	ST JOHNS CITY	1,753.13
Open	NBAZ - Warrant Clearing Account	Check	1055604	06/20/2017	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1055605	06/20/2017	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	100.00
Open	NBAZ - Warrant Clearing Account	Check	1055606	06/20/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	228.84
Open	NBAZ - Warrant Clearing Account	Check	1055607	06/20/2017	Accounts Payable	TALASEK, ROBERT	52.00
Open	NBAZ - Warrant Clearing Account	Check	1055608	06/20/2017	Accounts Payable	THE LIBRARY STORE INC	1,301.16
Open	NBAZ - Warrant Clearing Account	Check	1055609	06/20/2017	Accounts Payable	THOMAS, JEREL	52.00
Open	NBAZ - Warrant Clearing Account	Check	1055610	06/20/2017	Accounts Payable	THOMAS, WARREN	144.00
Open	NBAZ - Warrant Clearing Account	Check	1055611	06/20/2017	Accounts Payable	TJP COMMUNICATIONS	2,458.28
Open	NBAZ - Warrant Clearing Account	Check	1055612	06/20/2017	Accounts Payable	TOWN OF SPRINGERVILLE	302.39
Open	NBAZ - Warrant Clearing Account	Check	1055613	06/20/2017	Accounts Payable	TSO, LARIETA L	101.00
Open	NBAZ - Warrant Clearing Account	Check	1055614	06/20/2017	Accounts Payable	TSOSIE, NICHOLAS N	144.00
Open	NBAZ - Warrant Clearing Account	Check	1055615	06/20/2017	Accounts Payable	TSOSIE, RAYMOND	3.30
Open	NBAZ - Warrant Clearing Account	Check	1055616	06/20/2017	Accounts Payable	TYCO INTEGRATED SECURITY LLC	285.02
Open	NBAZ - Warrant Clearing Account	Check	1055617	06/20/2017	Accounts Payable	UNIFIRST CORPORATION	37.12
Open	NBAZ - Warrant Clearing Account	Check	1055618	06/20/2017	Accounts Payable	US POSTMASTER	52.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1055619	06/20/2017	Accounts Payable	US POSTMASTER	60.00
Open	NBAZ - Warrant Clearing Account	Check	1055620	06/20/2017	Accounts Payable	VALLEY AUTO PARTS	2,292.95
Open	NBAZ - Warrant Clearing Account	Check	1055621	06/20/2017	Accounts Payable	VERIZON WIRELESS	1,012.89
Open	NBAZ - Warrant Clearing Account	Check	1055622	06/20/2017	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	144.46
Open	NBAZ - Warrant Clearing Account	Check	1055623	06/20/2017	Accounts Payable	WAUNEKA, EDISON JAMES	898.20
Open	NBAZ - Warrant Clearing Account	Check	1055624	06/20/2017	Accounts Payable	WESTERN DETENTION PRODUCTS INC	1,619.50
Open	NBAZ - Warrant Clearing Account	Check	1055625	06/20/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	346.44
Open	NBAZ - Warrant Clearing Account	Check	1055626	06/20/2017	Accounts Payable	WILLIAMS, ROBERT BARRY	360.02
Open	NBAZ - Warrant Clearing Account	Check	1055627	06/20/2017	Accounts Payable	WOODLAND BUILDING CENTER	269.63
Open	NBAZ - Warrant Clearing Account	Check	1055628	06/20/2017	Accounts Payable	XEROX CORP	9.57
Open	NBAZ - Warrant Clearing Account	Check	1055629	06/21/2017	Accounts Payable	RITCHIE BROS AUCTIONEERS	44,381.70
Open	NBAZ - Warrant Clearing Account	Check	1055630	06/21/2017	Accounts Payable	TSOSIE, RAYMOND	33.30
Open	NBAZ - Warrant Clearing Account	Check	1055633	06/22/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	1,218.16
Open	NBAZ - Warrant Clearing Account	Check	1055671	06/26/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	108,447.92

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

6/20/17 

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

Request approval of minutes dated June 20, 2017.

BOS Meeting Date Requested 7/5/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

N/A

Signature _____

Finance Review: _____

N/A

Signature _____

Human Resources Review: _____

N/A

Signature _____

Other Review: _____

N/A

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
June 20, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr. and Vice Chairman Doyel Shamley. Also present were County Manager/Clerk of the Board Delwin Wengert and Chief Deputy County Attorney Joe Young. County Attorney Michael Whiting participated via the telephone. Supervisor Alton Joe Shepherd was in-route to the meeting.

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

Diana Morgan led the Pledge of Allegiance.

Jeff Udall gave the invocation.

Chairman Shirley called for the Public Health Services District.

Chris Sexton, Health Director, requested approval of a contract with Dr. Scott Hamblin for Public Health Medical Consultation/Alternative Medical Examiner Services, effective April 1, 2017 and was budgeted for in FY17-18. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

Chris Sexton, Health Director, requested approval of IGA#ADHS14-053047 Women, Infants & Children (WIC), Breastfeeding Peer Counseling (BFPC), and Farmers Market Nutrition Program (FMNP) services, Amendment #5 reducing the WIC Price Sheet from one hundred-two thousand, six dollars (\$102,006), to ninety-four thousand, four hundred thirteen dollars (\$94,413), due to a reduction in caseload. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

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

Chairman Shirley called for the Library District items.

SueAn Collins-Stradling, Library Director, requested approval of a lease agreement between the Greer Community Facilities Association and the Apache County Library District from July 1, 2017 through June 30, 2018 at the rate of eight hundred fourteen dollars and thirty-four cents (\$814.34) per month. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

Supervisor Shepherd arrived at the meeting.

SueAn Collins-Stradling requested approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2017 to June 30, 2018 at the rate of twenty-five dollars (\$25.00) per month. **Mr. Shamley moved approval,**

seconded by Mr. Shepherd. Vote was unanimous.

SuAnn Collins-Stradling, Library Director, approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2017 to June 30, 2018 at the rate of twenty-five dollars (\$25.00) per month. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Motion passed.

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

Chairman Shirley called for the regular agenda items.

Paul Greer with the Arizona Game and Fish Department introduced Jim Devoss, Chris Bagnoli, with the Game and Fish and John Oakleaf, U.S. Fish and Wildlife and Jim Zieler, Game and Fish Commissioner. Paul Greer provided a power point presentation and update on the Mexican Gray Wolf reintroduction. Mr. Shamley thanked Mr. Greer for his outreach in helping keep the community informed.

Mr. Wengert requested the Memorandum of Understanding with Apache County and the United States Game and Fish for the reintroduction of the Mexican Grey Wolf be removed from the agenda. Chairman Shirley removed the item.

Mr. Wengert presented the Consent Agenda Items A & B. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 6, 2017 to June 20, 2017. Payee Amount ALLEGRA 3,095.01 AZ DEPT OF HEALTH SERVICES 1,510.00 AZ SECRETARY OF STATE 8,339.73 BRADCO 25,264.97 CRESCENT ELECTRIC SUPPLY CO 1,527.64 JENNINGS HAUG & CUNNINGHAM LLP 4,679.00 LATHAM, MICHAEL 8,735.60 MINGUS MOUNTAIN ACADEMY 10,050.00 NATIONAL BANK OF ARIZONA 0127 1,034.80 NATIONAL BANK OF ARIZONA 1389 3,189.10 NATIONAL BANK OF ARIZONA 0085 3,305.97 NATIONAL BANK OF ARIZONA 0186 5,644.35 NATIONAL BUSINESS FURNITURE 3,523.42 NATIONS GAS TECHNOLOGIES INC 1,394.36 PACIFIC PONDEROSA CO INC 4,858.35 QUILL CORP 7,471.71 RUSH TRUCK CENTER 3,342.53 SANDOVAL, PATRICK J 1,429.05 SECURUS TECHNOLOGIES INC 1,270.14 SHIRLEY, JOE Junior 3,027.06 SOURCEHOV 5,724.69 TEN COW COMPANY INC 1,016.48 THE BANCORP BANK 105,138.60 TRINITY SERVICES GROUP INC 13,999.60 PITNEY BOWES RESERVE ACCOUNT 2,500.00 Shirley, Joe Junior 2,079.38 Rogers, Kent 1,219.90 Stradling, Reed 1,445.22 Bay, Glenn 3,026.31 Faulkner, Emery 1,085.80 Irigoyen, Joshua 2,120.51 Chavez, Lillian C 1,000.24 King, Walter Scott 1,272.77 Burbank, Lorenzo 1,166.88 AMERICAN FAMILY LIFE ASSURANCE 1,158.77 APACHE COUNTY HSA 2,883.33 APACHE COUNTY MEDICAL 128,237.30 APACHE COUNTY TAX WITHHOLDING 139,890.53 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 90,862.33 COLONIAL LIFE AND ACCIDENT INS 1,256.35 CORRECTIONS OFFICER RET PLAN 6,330.59 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,784.44 EORP LEGACY 1,288.26 NATIONWIDE 1,830.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401

7,744.21 PUBLIC SAFETY SHERIFF RET 42,903.98 SUPPORT PAYMENT
CLEARINGHOUSE 2,428.40 ADHS AZ HEALTH CARE COST 22,400.00 AMERICAN BIO
MEDICA CORPORATION 1,957.88 AZ COUNTIES INSURANCE POOL 1,744.38 AZ DEPT
OF RISK MANAGEMENT 1,296.45 AZ STATE GOVERNMENT 75,886.69 AZLGEBT
305,374.04 BAUMAN HOME AND AUTO INC 1,451.28 BENDER, JUDITH A 2,075.00
BILLS DISCOUNT AUTO PARTS (NAPA) 2,678.54 BRADCO 32,103.10 BREWER LAW
OFFICE PLLC 8,500.00 CDW GOVERNMENT LLC 3,719.99 COCONINO COUNTY
2,400.00 CONTROLLED FORCE INC 1,140.00 DANT CLAYTON CORPORATION
8,400.70 DIGITAL2YOU.CC 1,260.00 EMPIRE MACHINERY 10,539.33 FRONTIER
1,755.40 GALL'S INC 1,085.17 GALLUP BLUEPRINT 1,544.63 GOLIGHTLY TIRE 1,478.42
GUINN, RICHARD C 1,620.00 HAMBLIN LAW OFFICE PLC 8,500.00 HATCH
CONSTRUCTION 4,125.10 HEINFELD MEECH AND CO PC 1,950.00
HILLYARD/FLAGSTAFF 1,895.92 HOME DEPOT 12,229.19 HUMAN SERVICES
CONSULTANTS 5,509.32 KATHLEEN M MCGUIRE PSY D LLC 2,220.00 LARRY H
MILLER TOYOTA PEORIA 33,324.66 LATHAM, MICHAEL 2,463.13 LAW OFFICE OF
DIRK LEGATE PLLC 8,500.00 MIGALI SCIENTIFIC 7,766.00 MOHAWK AUTOMOTIVE
LIFTS SOUTHWEST39,217.38 NAVOPACHE ELECTRIC COOPERATIVE 4,045.14
PACIFIC PONDEROSA CO INC 1,506.10 PERFORMANCE AUTO & 4X4 CENTER
1,482.95 PITNEY BOWES 3,657.51 QUILL CORP 5,834.53 SECURUS TECHNOLOGIES
INC 1,084.62 SHERWIN-WILLIAMS 1,551.82 SWEETLANDS COMPLETE AUTO 5,175.85
THE AARONS COMPANY LLC 3,000.00 THE LIGHTHOUSE INC 4,492.19 THOMSON
REUTERS WEST 1,087.23 TJP COMMUNICATIONS 1,139.71 TOWN OF EAGAR 1,070.63
TRUCK WORKS HOLDINGS LLC12,503.86 VALLEY AUTO PARTS 1,334.62 WADDELL
K9'S LLC 13,130.00 WAL-MART COMMUNITY 2,567.22 WOODLAND BUILDING
CENTER 9,407.70 CORD KING OF CANADA 53,365.00 SCHIFF, LAURENCE 1,600.00

Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated June 6, 2017. Vote was unanimous.

District II Supervisor, Alton Shepherd presented the request for approval of salary adjustments for Gabriel A. Freeland, District Manager, to fifty-nine thousand dollars, and seventy cents (\$59,000.70); Bernice Y. Begay, Administrative Coordinator to forty-one thousand dollars, six hundred seventy seven dollars (\$41,677.00); Julius Elwood, Administrative Coordinator, to forty-three thousand, five hundred seventy one dollars (\$43,571.00); Flora A. Nez, Operations Manager to forty-five thousand, nine hundred thirty nine dollars (\$45,939.00); Patrick Martinez, Field Operations Manager, to fifty-three thousand forty three dollars (\$53,043.00); Gilbert Arviso, Senior Planner, to forty-seven thousand three hundred sixty dollars (\$47,360.00). Mr. Shepherd stated the backup material did not include the restructuring of his District and presented the Board with an updated packet. Mr. Shepherd stated he took office in January and since then he has had time to re-evaluate and restructure his District to meet the needs of the constituents of District II. Mr. Shepherd stated several months ago, he wanted to present this issue to the Board but was recommended to wait. Mr. Shepherd stated there may be questions on the salary jumps and provided a handout on the restructuring and job descriptions, which outline the recommended salaries for his staff. Mr. Shirley called for a motion. **Mr. Shepherd made the motion to approve.** Hearing no second, motion died. Mr. Shirley stated there is a salary study going on so we should wait for that to be completed; he would like to give raises to his staff as

well but it was decided the county conduct a salary study to see what can be done to bring increases for staff in all the districts. Mr. Shirley stated the salary study needs to be done expeditiously to address these salary concerns. Mr. Shepherd stated the Board should respect one another as far as what is in their budgets and this is money that is formulated in his budget, and isn't taking anything away from District I or District III. Mr. Shepherd stated even with a salary study, he will be bringing his recommendation to the Board. Mr. Shepherd stated he was hoping for support, just as he has supported other Board members' recommendations since January, and appreciates Mr. Shirley's comments.

Jeff Udall, Chief Deputy School Superintendent Discussion and possible approval to accept Amendment #2, to Intergovernmental Agreement #GA-SABG-GR-16-040116-01. Mr. Udall this will provide additional support for the Apache County School Superintendent's role in development, coordination and implementation of Peer/Parent Substance abuse prevention programming. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Mr. Shepherd asked why Ganado Unified School District was not included in the program. Mr. Udall and Mr. Shepherd held a discussion regarding the omission of Ganado's participation. Mr. Udall stated in the future, Ganado will not be left out of the program. Motion passed 2-1 with Mr. Shepherd voting nay.

Mr. Wengert presented the request for approval of a Liquor License application recommendation (Person Transfer – 06010030) for Brandon Mulloy, Mulloy's Public House, 41633 Highway 180, Nutrioso, Arizona. Mr. Wengert stated no protests were received. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert requested approval of the amended Crooked Nail Trail, Intergovernmental Agreement between the Town of Eagar, Town of Springerville and Apache County for the construction of a public trail. The amendment reflects the removal of the City of St. Johns from the Agreement. Mr. Wengert stated the trail will not reach the City of St. Johns, though it may in the future. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Glenn Joy, on behalf of Human Resources, requested approval of modification of the Human Resources Policy Manual Section 3.2 (Sick Leave). Mr. Joy stated this is due to the passing of Proposition 206, which increased minimum wage to \$10.00 per hour as well as sick leave for all temporary and part time employees. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shepherd asked if there was a cost impact. Mr. Joy stated there are approximately 34 employees that will be impacted this year but he did not have a cost estimate. Vote was unanimous.

Chief Deputy Sheriff Brannan Eagar on behalf of Emergency Management, requested ratification of a resolution entering into Stage I Fire Restrictions effective June 16, 2017. Chief Eagar stated the fire restriction is the result of the continued drying conditions, lack of moisture, energy release components of the fine grass, dead and down fuel load, and available resources to respond to a wildfire emergency. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley stated he wanted to point out the danger to the forest with the influx of people coming into the area for the season. Mr. Shepherd thanked Chief Eagar for being prepared and asked how long the Stage I will be in effect. Chief Eagar stated the resolution covers all County

land that is not covered under tribal jurisdiction. Chief stated the Stage one will remain until the monsoon moisture moves in and the energy release components (fuel) are reduced. Mr. Shepherd and Chief Eagar held a discussion regarding working with the Navajo Nation Emergency Management to coordinate all efforts. Mr. Shepherd and Chief Eagar held a discussion regarding the activities of the officers working on the reservation. Mr. Shepherd stated the only time he sees officers are at construction zones and that is not doing proper public safety. Mr. Shepherd stated he would like to sit down with the sheriff for a meeting on the visibility of officers. Mr. Shepherd stated every year, the sheriff's office goes over about \$400,000 so he would hope people would not say north or south; county/non-county and see an initiative be brought forth. Chief Eagar stated in regard to the officer's visibility, he will check on it, and as to the road construction issue, they are off duty deputies being paid by the construction company and the county is reimbursed for the use of their vehicle. Mr. Shirley stated when the county declares an emergency, everyone gets involved and he appreciates the work emergency management does. Vote was unanimous.

Chief Deputy Sheriff Brannan Eagar requested approval to enter into an Intergovernmental Agreement with Arizona Department of Public Safety regarding testing and implementation of a new criminal justice information system for the Apache County Regional Dispatch Center. Chief Eagar state this new agreement will result in a cost savings of about \$48,000 a year and improve the services for all the agencies the sheriff's office dispatches for. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley stated it is helpful when he gets the agenda, to receive first input from the person doing the agenda item and asked to meet with Chief Eagar after to get some answers to his questions. Mr. Shamley stated he understands this will save money and is a better system but he had to obtain that information second hand. Mr. Shepherd stated his advocacy is for District II and asked how this benefits his area. Chief Eagar stated if any deputy, fire department or Emergency Medical Technician (EMT) requests information, this improves the flow and will allow for the ability to access information via a computer or mobile data terminal. Motion passed 2-1 with Mr. Shepherd voting nay.

Chief Deputy Sheriff Brannan Eagar requested approval of the Arizona Criminal Justice Agreement DC-18-001 in the amount of two hundred-twenty five thousand, two hundred seventy six dollars (\$225,276.00), to fund the Apache County Special Crimes Enforcement Team for FY18. Chief Eagar stated the grant requires a fifty-six thousand, three hundred and nineteen dollars (\$56,319) match. Chief Eagar stated this funding has been beneficial to the county and recommended approval. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley stated he would like the department's submitting the items, to discuss the item with him prior to posting, so he is educated on the issue and can answer the publics questions. Mr. Shepherd asked where the matching funds will come from. Chief Eagar stated the funding for the match comes from RICO funds. Mr. Shepherd requested the balance on the RICO accounts. Chief Eagar stated he would send that to Mr. Shepherd. Vote was unanimous.

Steve Jenson, Chief Deputy Assessor, requested approval of the extension of the contract with Judy Bender, effective July 1, 2017 through June 30, 2018. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** A discussion was held regarding the benefits to the assessor's office and the reasons needed to extend the contract. Mr. Shamley stated he would like to see the resident's issues regarding their property assessments be responded to in a timely manner.

Supervisor Shepherd asked why the need for an extension; why the position isn't advertised, and paying a person at a rate of \$50.00 per hour, there isn't anything that shows the objectives of what is needing to be accomplished in the Assessor's Office. Mr. Jensen stated Ms. Bender has a knowledge base that is not anywhere in the State and that you don't advertise for a person like Ms. Bender, you recruit. Mr. Jensen provided an overview of Ms. Bender's credentials. Mr. Shepherd stated he is confused as to why you would not advertise the position, because we should be about equity and would hope the County is in compliance with obtaining Request for Proposals and following County policies. Mr. Jensen stated it is difficult to find positions with the property licenses and qualifications, and trying to find someone with the specific expertise to come work for the County is difficult. Mr. Shepherd stated he would like it documented that some departments are complying with policy and would appreciate it if everyone was in compliance with the policy requirements. Motion passed 2-1 with Mr. Shepherd voting nay.

Joe Young, Chief Deputy County Attorney requested approval of Arizona Criminal Justice Commission Victim Compensation, Grant Agreement No. VC-18-049, in the amount of eighty-two thousand five hundred dollars (\$82,500.00) with no match required and provides assistance to victims. No motion was made.

Joe Young, Chief Deputy County Attorney, requested approval of Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program Grant agreement No. DC-18-020, in the amount of sixty-two thousand, two hundred ninety-eight dollars (\$62,298.00) for FY18 with a match amount of twenty thousand, seven hundred sixty-six dollars (\$20,766.00). **Mr. Shamley moved approval, seconded by Mr. Shirley.** Mr. Shamley asked for more information on how this benefits the County. Mr. Young stated the grant provides for salaries and overhead for violent crime prosecution, such as assaults and murders and the match amount is to assist with salaries. Mr. Shepherd stated he did not receive any data on the grant and asked how this benefits his District. Mr. Young stated with this and the previous grant, the grants are countywide grants and the Victims Compensation grant is used highly in the northern part of the county, including District II and the Violent Crime Control Program grant also affects the entire county, and is based on jurisdiction. Mr. Young stated the County Attorney's office does have jurisdiction in District I and II, though in some cases, the County Attorney recedes to the Navajo Department of Justice but also prosecutes crimes that occur in District II and this funding goes toward those prosecutors as well. Mr. Shepherd stated he still does not accept saying we are limited by jurisdiction; the Sheriff's Office has an MOU and IGA and we need to benefit all the constituents throughout the county; government is formed to serve its people, the Navajo people vote for elected officials to advocate for everyone to the state line. Mr. Shepherd stated he was hoping to hear what portion of the \$62,000 would be going towards that assistance for his vote to be for support because a lot of times these types of things are not pursued and it is long overdue, and he would hope to change the culture moving forward. Mr. Shepherd stated he was hoping to see some numbers regarding this grant. Mr. Young stated 2/3rds of the grant amount goes to prosecutors assigned to the Chinle and Puerco Justice Courts so the majority of the grant actually does go to fund prosecution for those justice courts. Motion passed 2-1 with Mr. Shepherd voting nay.

Joe Young, Chief Deputy County Attorney presented the item, for a possible executive session for legal advice pursuant to A.R.S. 38-431.03A3, followed by discussion and possible approval to authorize the Arizona Attorney General's Office to make an Offer of Judgment to Transwestern Pipeline Co., LLC to settle tax cases TX2016-000931 and TX2016-000951. Mr. Young provided an overview of the claims. There was no need for an executive session. **Mr. Shamley moved approval to authorize the Attorney General to make an offer of Judgment, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Wengert stated the notification of a meeting with Craig Sullivan at the County Supervisors building, 1905 W. Washington Street, in Phoenix on June 22, 2017 at 3:00 p.m. to discuss County financial Issues has been changed to be held in his office here in St. Johns and the notice will be reposted with correct location.

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

Approved this 5th day of July, 2017.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
June 20, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr. and Vice Chairman Doyel Shamley. Also present were County Manager/Clerk of the Board Delwin Wengert and Chief Deputy County Attorney Joe Young. County Attorney Michael Whiting participated via the telephone. Supervisor Alton Joe Shepherd was in-route to the meeting.

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

Diana Morgan led the Pledge of Allegiance.

Jeff Udall gave the invocation.

Chairman Shirley called for the Public Health Services District.

Chris Sexton, Health Director, requested approval of a contract with Dr. Scott Hamblin for Public Health Medical Consultation/Alternative Medical Examiner Services, effective April 1, 2017 and was budgeted for in FY17-18. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

Chris Sexton, Health Director, requested approval of IGA#ADHS14-053047 Women, Infants & Children (WIC), Breastfeeding Peer Counseling (BFPC), and Farmers Market Nutrition Program (FMNP) services, Amendment #5 reducing the WIC Price Sheet from one hundred-two thousand, six dollars (\$102,006), to ninety-four thousand, four hundred thirteen dollars (\$94,413), due to a reduction in caseload. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

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

Chairman Shirley called for the Library District items.

SueAn Collins-Stradling, Library Director, requested approval of a lease agreement between the Greer Community Facilities Association and the Apache County Library District from July 1, 2017 through June 30, 2018 at the rate of eight hundred fourteen dollars and thirty-four cents (\$814.34) per month. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

Supervisor Shepherd arrived at the meeting.

SueAn Collins-Stradling requested approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2017 to June 30, 2018 at the rate of twenty-five dollars (\$25.00) per month. **Mr. Shamley moved approval,**

seconded by Mr. Shepherd. Vote was unanimous.

SuAnn Collins-Stradling, Library Director, approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2017 to June 30, 2018 at the rate of twenty-five dollars (\$25.00) per month. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Motion passed.

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

Chairman Shirley called for the regular agenda items.

Paul Greer with the Arizona Game and Fish Department introduced Jim Devoss, Chris Bagnoli, with the Game and Fish and John Oakleaf, U.S. Fish and Wildlife and Jim Zieler, Game and Fish Commissioner. Paul Greer provided a power point presentation and update on the Mexican Gray Wolf reintroduction. Mr. Shamley thanked Mr. Greer for his outreach in helping keep the community informed.

Mr. Wengert requested the Memorandum of Understanding with Apache County and the United States Game and Fish for the reintroduction of the Mexican Grey Wolf be removed from the agenda. Chairman Shirley removed the item.

Mr. Wengert presented the Consent Agenda Items A & B. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 6, 2017 to June 20, 2017. Payee Amount ALLEGRA 3,095.01 AZ DEPT OF HEALTH SERVICES 1,510.00 AZ SECRETARY OF STATE 8,339.73 BRADCO 25,264.97 CRESCENT ELECTRIC SUPPLY CO 1,527.64 JENNINGS HAUG & CUNNINGHAM LLP 4,679.00 LATHAM, MICHAEL 8,735.60 MINGUS MOUNTAIN ACADEMY 10,050.00 NATIONAL BANK OF ARIZONA 0127 1,034.80 NATIONAL BANK OF ARIZONA 1389 3,189.10 NATIONAL BANK OF ARIZONA 0085 3,305.97 NATIONAL BANK OF ARIZONA 0186 5,644.35 NATIONAL BUSINESS FURNITURE 3,523.42 NATIONS GAS TECHNOLOGIES INC 1,394.36 PACIFIC PONDEROSA CO INC 4,858.35 QUILL CORP 7,471.71 RUSH TRUCK CENTER 3,342.53 SANDOVAL, PATRICK J 1,429.05 SECURUS TECHNOLOGIES INC 1,270.14 SHIRLEY, JOE Junior 3,027.06 SOURCEHOV 5,724.69 TEN COW COMPANY INC 1,016.48 THE BANCORP BANK 105,138.60 TRINITY SERVICES GROUP INC 13,999.60 PITNEY BOWES RESERVE ACCOUNT 2,500.00 Shirley, Joe Junior 2,079.38 Rogers, Kent 1,219.90 Stradling, Reed 1,445.22 Bay, Glenn 3,026.31 Faulkner, Emery 1,085.80 Irigoyen, Joshua 2,120.51 Chavez, Lillian C 1,000.24 King, Walter Scott 1,272.77 Burbank, Lorenzo 1,166.88 AMERICAN FAMILY LIFE ASSURANCE 1,158.77 APACHE COUNTY HSA 2,883.33 APACHE COUNTY MEDICAL 128,237.30 APACHE COUNTY TAX WITHHOLDING 139,890.53 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 90,862.33 COLONIAL LIFE AND ACCIDENT INS 1,256.35 CORRECTIONS OFFICER RET PLAN 6,330.59 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,784.44 EORP LEGACY 1,288.26 NATIONWIDE 1,830.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401

7,744.21 PUBLIC SAFETY SHERIFF RET 42,903.98 SUPPORT PAYMENT
 CLEARINGHOUSE 2,428.40 ADHS AZ HEALTH CARE COST 22,400.00 AMERICAN BIO
 MEDICA CORPORATION 1,957.88 AZ COUNTIES INSURANCE POOL 1,744.38 AZ DEPT
 OF RISK MANAGEMENT 1,296.45 AZ STATE GOVERNMENT 75,886.69 AZLGEBT
 305,374.04 BAUMAN HOME AND AUTO INC 1,451.28 BENDER, JUDITH A 2,075.00
 BILLS DISCOUNT AUTO PARTS (NAPA) 2,678.54 BRADCO 32,103.10 BREWER LAW
 OFFICE PLLC 8,500.00 CDW GOVERNMENT LLC 3,719.99 COCONINO COUNTY
 2,400.00 CONTROLLED FORCE INC 1,140.00 DANT CLAYTON CORPORATION
 8,400.70 DIGITAL2YOU.CC 1,260.00 EMPIRE MACHINERY 10,539.33 FRONTIER
 1,755.40 GALL'S INC 1,085.17 GALLUP BLUEPRINT 1,544.63 GOLIGHTLY TIRE 1,478.42
 GUINN, RICHARD C 1,620.00 HAMBLIN LAW OFFICE PLC 8,500.00 HATCH
 CONSTRUCTION 4,125.10 HEINFELD MEECH AND CO PC 1,950.00
 HILLYARD/FLAGSTAFF 1,895.92 HOME DEPOT 12,229.19 HUMAN SERVICES
 CONSULTANTS 5,509.32 KATHLEEN M MCGUIRE PSY D LLC 2,220.00 LARRY H
 MILLER TOYOTA PEORIA 33,324.66 LATHAM, MICHAEL 2,463.13 LAW OFFICE OF
 DIRK LEGATE PLLC 8,500.00 MIGALI SCIENTIFIC 7,766.00 MOHAWK AUTOMOTIVE
 LIFTS SOUTHWEST 39,217.38 NAVOPACHE ELECTRIC COOPERATIVE 4,045.14
 PACIFIC PONDEROSA CO INC 1,506.10 PERFORMANCE AUTO & 4X4 CENTER
 1,482.95 PITNEY BOWES 3,657.51 QUILL CORP 5,834.53 SECURUS TECHNOLOGIES
 INC 1,084.62 SHERWIN-WILLIAMS 1,551.82 SWEETLANDS COMPLETE AUTO 5,175.85
 THE AARONS COMPANY LLC 3,000.00 THE LIGHTHOUSE INC 4,492.19 THOMSON
 REUTERS WEST 1,087.23 TJP COMMUNICATIONS 1,139.71 TOWN OF EAGAR 1,070.63
 TRUCK WORKS HOLDINGS LLC 12,503.86 VALLEY AUTO PARTS 1,334.62 WADDELL
 K9'S LLC 13,130.00 WAL-MART COMMUNITY 2,567.22 WOODLAND BUILDING
 CENTER 9,407.70 CORD KING OF CANADA 53,365.00 SCHIFF, LAURENCE 1,600.00
 Demands are payments made, or to be made, by the County. Specific details of the demands may
 be requested through the County public record request process. B. Request approval of minutes
 dated June 6, 2017. Vote was unanimous.

District II Supervisor, Alton Shepherd presented the request for approval of salary adjustments for Gabriel A. Freeland, District Manager, to fifty-nine thousand dollars, and seventy cents (\$59,000.70); Bernice Y. Begay, Administrative Coordinator to forty-one thousand dollars, six hundred seventy seven dollars (\$41,677.00); Julius Elwood, Administrative Coordinator, to forty-three thousand, five hundred seventy one dollars (\$43,571.00); Flora A. Nez, Operations Manager to forty-five thousand, nine hundred thirty nine dollars (\$45,939.00); Patrick Martinez, Field Operations Manager, to fifty-three thousand forty three dollars (\$53,043.00); Gilbert Arviso, Senior Planner, to forty-seven thousand three hundred sixty dollars (\$47,360.00). Mr. Shepherd stated the backup material did not include the restructuring of his District and presented the Board with an updated packet. Mr. Shepherd stated he took office in January and since then he has had time to re-evaluate and restructure his District to meet the needs of the constituents of District II. Mr. Shepherd stated several months ago, he wanted to present this issue to the Board but was recommended to wait. Mr. Shepherd stated there may be questions on the salary jumps and provided a handout on the restructuring and job descriptions, which outline the recommended salaries for his staff. Mr. Shirley called for a motion. **Mr. Shepherd made the motion to approve.** Hearing no second, motion died. Mr. Shirley stated there is a salary study going on so we should wait for that to be completed; he would like to give raises to his staff as

well but it was decided the county conduct a salary study to see what can be done to bring increases for staff in all the districts. Mr. Shirley stated the salary study needs to be done expeditiously to address these salary concerns. Mr. Shepherd stated the Board should respect one another as far as what is in their budgets and this is money that is formulated in his budget, and isn't taking anything away from District I or District III. Mr. Shepherd stated even with a salary study, he will be bringing his recommendation to the Board. Mr. Shepherd stated he was hoping for support, just as he has supported other Board members' recommendations since January, and appreciates Mr. Shirley's comments.

Jeff Udall, Chief Deputy School Superintendent Discussion and possible approval to accept Amendment #2, to Intergovernmental Agreement #GA-SABG-GR-16-040116-01. Mr. Udall this will provide additional support for the Apache County School Superintendent's role in development, coordination and implementation of Peer/Parent Substance abuse prevention programming. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Mr. Shepherd asked why Ganado Unified School District was not included in the program. Mr. Udall and Mr. Shepherd held a discussion regarding the omission of Ganado's participation. Mr. Udall stated in the future, Ganado will not be left out of the program. Motion passed 2-1 with Mr. Shepherd voting nay.

Mr. Wengert presented the request for approval of a Liquor License application recommendation (Person Transfer – 06010030) for Brandon Mulloy, Mulloy's Public House, 41633 Highway 180, Nutrioso, Arizona. Mr. Wengert stated no protests were received. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert requested approval of the amended Crooked Nail Trail, Intergovernmental Agreement between the Town of Eagar, Town of Springerville and Apache County for the construction of a public trail. The amendment reflects the removal of the City of St. Johns from the Agreement. Mr. Wengert stated the trail will not reach the City of St. Johns, though it may in the future. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Glenn Joy, on behalf of Human Resources, requested approval of modification of the Human Resources Policy Manual Section 3.2 (Sick Leave). Mr. Joy stated this is due to the passing of Proposition 206, which increased minimum wage to \$10.00 per hour as well as sick leave for all temporary and part time employees. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shepherd asked if there was a cost impact. Mr. Joy stated there are approximately 34 employees that will be impacted this year but he did not have a cost estimate. Vote was unanimous.

Chief Deputy Sheriff Brannan Eagar on behalf of Emergency Management, requested ratification of a resolution entering into Stage I Fire Restrictions effective June 16, 2017. Chief Eagar stated the fire restriction is the result of the continued drying conditions, lack of moisture, energy release components of the fine grass, dead and down fuel load, and available resources to respond to a wildfire emergency. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley stated he wanted to point out the danger to the forest with the influx of people coming into the area for the season. Mr. Shepherd thanked Chief Eagar for being prepared and asked how long the Stage I will be in effect. Chief Eagar stated the resolution covers all County

land that is not covered under tribal jurisdiction. Chief stated the Stage one will remain until the monsoon moisture moves in and the energy release components (fuel) are reduced. Mr. Shepherd and Chief Eagar held a discussion regarding working with the Navajo Nation Emergency Management to coordinate all efforts. Mr. Shepherd and Chief Eagar held a discussion regarding the activities of the officers working on the reservation. Mr. Shepherd stated the only time he sees officers are at construction zones and that is not doing proper public safety. Mr. Shepherd stated he would like to sit down with the sheriff for a meeting on the visibility of officers. Mr. Shepherd stated every year, the sheriff's office goes over about \$400,000 so he would hope people would not say north or south; county/non-county and see an initiative be brought forth. Chief Eagar stated in regard to the officer's visibility, he will check on it, and as to the road construction issue, they are off duty deputies being paid by the construction company and the county is reimbursed for the use of their vehicle. Mr. Shirley stated when the county declares an emergency, everyone gets involved and he appreciates the work emergency management does. Vote was unanimous.

Chief Deputy Sheriff Brannan Eagar requested approval to enter into an Intergovernmental Agreement with Arizona Department of Public Safety regarding testing and implementation of a new criminal justice information system for the Apache County Regional Dispatch Center. Chief Eagar state this new agreement will result in a cost savings of about \$48,000 a year and improve the services for all the agencies the sheriff's office dispatches for. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley stated it is helpful when he gets the agenda, to receive first input from the person doing the agenda item and asked to meet with Chief Eagar after to get some answers to his questions. Mr. Shamley stated he understands this will save money and is a better system but he had to obtain that information second hand. Mr. Shepherd stated his advocacy is for District II and asked how this benefits his area. Chief Eagar stated if any deputy, fire department or Emergency Medical Technician (EMT) requests information, this improves the flow and will allow for the ability to access information via a computer or mobile data terminal. Motion passed 2-1 with Mr. Shepherd voting nay.

Chief Deputy Sheriff Brannan Eagar requested approval of the Arizona Criminal Justice Agreement DC-18-001 in the amount of two hundred-twenty five thousand, two hundred seventy six dollars (\$225,276.00), to fund the Apache County Special Crimes Enforcement Team for FY18. Chief Eagar stated the grant requires a fifty-six thousand, three hundred and nineteen dollars (\$56,319) match. Chief Eagar stated this funding has been beneficial to the county and recommended approval. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley stated he would like the department's submitting the items, to discuss the item with him prior to posting, so he is educated on the issue and can answer the publics questions. Mr. Shepherd asked where the matching funds will come from. Chief Eagar stated the funding for the match comes from RICO funds. Mr. Shepherd requested the balance on the RICO accounts. Chief Eagar stated he would send that to Mr. Shepherd. Vote was unanimous.

Steve Jenson, Chief Deputy Assessor, requested approval of the extension of the contract with Judy Bender, effective July 1, 2017 through June 30, 2018. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** A discussion was held regarding the benefits to the assessor's office and the reasons needed to extend the contract. Mr. Shamley stated he would like to see the resident's issues regarding their property assessments be responded to in a timely manner.

Supervisor Shepherd asked why the need for an extension; why the position isn't advertised, and paying a person at a rate of \$50.00 per hour, there isn't anything that shows the objectives of what is needing to be accomplished in the Assessor's Office. Mr. Jensen stated Ms. Bender has a knowledge base that is not anywhere in the State and that you don't advertise for a person like Ms. Bender, you recruit. Mr. Jensen provided an overview of Ms. Bender's credentials. Mr. Shepherd stated he is confused as to why you would not advertise the position, because we should be about equity and would hope the County is in compliance with obtaining Request for Proposals and following County policies. Mr. Jensen stated it is difficult to find positions with the property licenses and qualifications, and trying to find someone with the specific expertise to come work for the County is difficult. Mr. Shepherd stated he would like it documented that some departments are complying with policy and would appreciate it if everyone was in compliance with the policy requirements. Motion passed 2-1 with Mr. Shepherd voting nay.

Joe Young, Chief Deputy County Attorney requested approval of Arizona Criminal Justice Commission Victim Compensation, Grant Agreement No. VC-18-049, in the amount of eighty-two thousand five hundred dollars (\$82,500.00) with no match required and provides assistance to victims. No motion was made.

Joe Young, Chief Deputy County Attorney, requested approval of Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program Grant agreement No. DC-18-020, in the amount of sixty-two thousand, two hundred ninety-eight dollars (\$62, 298.00) for FY18 with a match amount of twenty thousand, seven hundred sixty-six dollars (\$20,766.00). **Mr. Shamley moved approval, seconded by Mr. Shirley.** Mr. Shamley asked for more information on how this benefits the County. Mr. Young stated the grant provides for salaries and overhead for violent crime prosecution, such as assaults and murders and the match amount is to assist with salaries. Mr. Shepherd stated he did not receive any data on the grant and asked how this benefits his District. Mr. Young stated with this and the previous grant, the grants are countywide grants and the Victims Compensation grant is used highly in the northern part of the county, including District II and the Violent Crime Control Program grant also affects the entire county, and is based on jurisdiction. Mr. Young stated the County Attorney's office does have jurisdiction in District I and II, though in some cases, the County Attorney recedes to the Navajo Department of Justice but also prosecutes crimes that occur in District II and this funding goes toward those prosecutors as well. Mr. Shepherd stated he still does not accept saying we are limited by jurisdiction; the Sheriff's Office has an MOU and IGA and we need to benefit all the constituents throughout the county; government is formed to serve its people, the Navajo people vote for elected officials to advocate for everyone to the state line. Mr. Shepherd stated he was hoping to hear what portion of the \$62,000 would be going towards that assistance for his vote to be for support because a lot of times these types of things are not pursued and it is long overdue, and he would hope to change the culture moving forward. Mr. Shepherd stated he was hoping to see some numbers regarding this grant. Mr. Young stated 2/3rds of the grant amount goes to prosecutors assigned to the Chinle and Puerco Justice Courts so the majority of the grant actually does go to fund prosecution for those justice courts. Motion passed 2-1 with Mr. Shepherd voting nay.

Joe Young, Chief Deputy County Attorney presented the item, for a possible executive session for legal advice pursuant to A.R.S. 38-431.03A3, followed by discussion and possible approval to authorize the Arizona Attorney General's Office to make an Offer of Judgment to Transwestern Pipeline Co., LLC to settle tax cases TX2016-000931 and TX2016-000951. Mr. Young provided an overview of the claims. There was no need for an executive session. **Mr. Shamley moved approval to authorize the Attorney General to make an offer of Judgement, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Wengert stated the notification of a meeting with Craig Sullivan at the County Supervisors building, 1905 W. Washington Street, in Phoenix on June 22, 2017 at 3:00 p.m. to discuss County financial Issues has been changed to be held in his office here in St. Johns and the notice will be reposted with correct location.

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

Approved this 5th day of July, 2017.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Recorder

Date/Signature: Budm 6/19/2017

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

Discussion and possible approval of a request to extend the temporary employment of Sonia Griego for an additional 90 days. Sonia Griego will be a 40 hours per week temporary. Request for extension is made so that Sonia will continue to substitute for employee who is out on extended FMLA.

BOS Meeting Date Requested 07/05/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Handwritten Signature]

Human Resources Review: _____

Signature [Handwritten Signature]

Other Review: _____


Signature _____

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature:  5/24/17

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

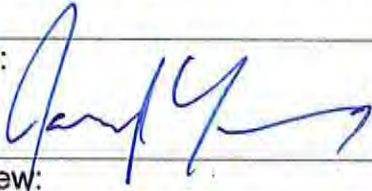
The Juvenile Probation Division requests Apache County provide \$2,253.00 in matching funds for an ongoing Family Counseling Grant. The State of Arizona will disburse \$11,725.00 in monies for a total of \$13,978.00.

Date & Time Needed:

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other _____

Legal Review:

Signature: 

Finance Review:

Signature:

Purchasing Review:


Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING
FISCAL YEAR 2017-2018**

Court Certification

- I. The Juvenile Division of the Superior Court in Apache County certifies that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be made available for family counseling services.

- II. The Juvenile Division of the Superior court in Apache County certifies that the amount of aid provided by the state and county to a family counseling program pursuant to this article does not exceed 70% of the program's annual operating budget.

- III. (Complete if information is not contained in the Annual Resolution of the Board of Supervisors.)

The Juvenile Division of the Superior Court in Apache County certifies that the matching funds as required in A.R.S. Section ' 8-261(4) and ' 8-265(A) have been provided by the county for fiscal year 2017-2018 as follows (include amounts and explanation):

The County will provide \$2,253.00 from county general funds for the required match amount.

Presiding Juvenile Court Judge

Date

**Please file with:
Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: TC Colla, Program Specialist
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231**

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING
FISCAL YEAR 2017-2018**

Board Resolution

The Apache County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section ' 8-261 through ' 8-265 for fiscal year 2017-2018.

The Board of Supervisors resolves that \$2,253 in matching funds will be provided by this County's Board of Supervisors for Apache County, Arizona.

_____ Clerk of the Board	_____ Date
_____ Chairperson, Board of Supervisors	_____ Date

Please file with:

**Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: TC Colla, Program Specialist
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231**

FAMILY COUNSELING
FUND ALLOCATION SCHEDULE
FY 2018

COUNTY	JUVENILE POPULATION 17 & UNDER	PERCENTAGE OF TOTAL	BASE ENTITLEMENT	POPULATION ALLOCATION	TOTAL BUDGET ALLOCATION	COUNTY MATCH	FIRST DISTRIB. OCT 31	SECOND DISTRIB. APR 15
Apache	20,861	1.1686%	5,000	6,725	11,725	2,253	6,449	5,276
Cochise	34,490	1.9320%	5,000	11,118	16,118	3,098	8,865	7,253
Coconino	32,752	1.8347%	5,000	10,557	15,557	2,990	8,556	7,001
Gila	12,102	0.6779%	5,000	3,900	8,900	1,710	4,895	4,005
Graham	11,490	0.6436%	5,000	3,702	8,702	1,672	4,786	3,916
Greenlee	2,246	0.1258%	5,000	723	5,723	1,100	3,148	2,575
La Paz	3,982	0.2231%	5,000	1,285	6,285	1,208	3,457	2,828
Maricopa	1,102,149	61.7395%	5,000	355,249	360,249	69,236	198,137	162,112
Mohave	42,548	2.3834%	5,000	13,714	18,714	3,597	10,293	8,421
Navajo	32,371	1.8133%	5,000	10,434	15,434	2,966	8,489	6,945
Pima	245,547	13.7549%	5,000	79,146	84,146	16,172	46,280	37,866
Pinal	123,952	6.9435%	5,000	39,953	44,953	8,639	24,724	20,229
Santa Cruz	15,216	0.8524%	5,000	4,904	9,904	1,903	5,447	4,457
Yavapai	41,028	2.2983%	5,000	13,224	18,224	3,502	10,023	8,201
Yuma	64,426	3.6090%	5,000	20,766	25,766	4,952	14,171	11,595
TOTAL	1,785,160	100.00%	75,000	575,400	650,400	125,000	357,720	292,680

Source: Arizona Department of Economic Security, Research Administration,
Population Statistics Unit. Arizona population projections for
2006-2055.

APPROVED:  Date 5-15-17
Joseph Kellroy Division Director

GRAND TOTAL 650,400



Supreme Court

STATE OF ARIZONA
ADMINISTRATIVE OFFICE OF THE COURTS

Scott Bales
Chief Justice

David K. Byers
Administrative Director
of the Courts

To: Juvenile Court Directors/ Chief Probation Officers

From: Steve Tyrrell, JJSD Program Manager

Date: May 15, 2017

Subject: FY 2018 Family Counseling Fund

Enclosed are the Family Counseling Allocation Schedule, Court Certification Form and Board of Supervisor's Resolution for FY 2017-2018. The Board of Supervisor's Resolution and Court Certification Form must be completed and returned to the Supreme Court asap and no later than July 1, 2017.

The Family Counseling allocation is continuing to be funded at the reduced amount of \$500,000 by the Legislature again this year. The AOC is able to restore that lost revenue with non-family counseling dollars to bring the total allocation to \$650,400. Consequently the 25% county match amount has been figured on the \$500,000 allocation which is why it is much less than in previous years. Your finance staff are familiar with this.

Please keep copies for your records. JJSD will acknowledge your submitted Court Certification and BOS Resolution forms by sending you a confirmation e-mail. Monitoring of this fund will continue as it has in the past with primary oversight for FY18 being done by TC Colla.

Please return the Board Resolution and Court Certification documents to the attention of TC Colla at the address on the form.

If you have any questions you can call me at (602) 452-3451 or TC at (602) 452-3573.

Thanks for all your help on this.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazaruto, Grants Coordinator

Date/Signature: 6/22/17



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

Discussion and possible approval of contract #WBBI 16-601 between Arizona State Forestry and Apache County in the amount of \$20,000 for thinning of bark beetle trees in Greer, Arizona. Apache County is required to match an additional \$20,000 which will be in-kind labor and landowner payments.

//BOS Meeting Date Requested 7/5/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

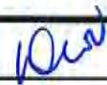
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



1. The Western Bark Beetle Initiative (WBBi) Grant Program focuses on reducing adverse bark beetle impacts through thinning and removal of green host trees and related slash treatments, where ponderosa pine is the main host tree.
2. Funding through this grant aims to protect high value trees and forests, create and maintain healthy stands of trees, reduce bark beetle attacks and tree mortality, encourage landowners to implement prevention and restoration projects, restore and maintain healthy ecosystems, and reduce wildland fire risk secondarily.
3. These grants require a 50/50 match. Apache County supports the project through the Engineering departments use of chippers and dump trucks. The wood chips are utilized for 4-H pens at the Apache County Fair. The Engineering department's removal of hazard trees inside of the County right of ways is included as match.
4. Property owners are reimbursed 75% of total treatment costs. The remaining 25% is reported to the State as program match.
5. This project will treat about 40 acres from the southern most end of Greer toward the center of the community.
6. This project will complete the fire prevention planning for this area.

Beth Bond

From: Malena Bazarto
Sent: Monday, June 26, 2017 10:37 AM
To: Beth Bond
Subject: Fwd: Item for Agenda

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Ryan Patterson <rpatterson@co.apache.az.us>
Date: 6/26/17 9:18 AM (GMT-07:00)
To: Malena Bazarto <mbazarto@co.apache.az.us>
Cc: Doyel Shamley <doyel.shamley@co.apache.az.us>
Subject: RE: Item for Agenda

Hello,

Please accept this email as signature.

Thanks.

Ryan

From: Malena Bazarto
Sent: Friday, June 23, 2017 8:42 AM
To: Joe Young <jyoung@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Doyel Shamley <doyel.shamley@co.apache.az.us>
Subject: Item for Agenda

Good Morning,

Please review the attached item for the next BOS meeting.

Thank you,

Arizona State Forestry Grant Agreement No. WBBI 16-602
Western Bark Beetle Initiative Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona State Forestry Division ("State Forestry" or "State") and ("Sub-grantee"), Apache County (DUNS #82897786), 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 37-622.

Subaward of Federal Award # **16DG-11031600-021**, dated **6/9/2016**
The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664**, **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, 2018** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **50%** of the total cost of this program. A contribution by the Sub-grantee for an additional **Cost Share Match of 50%** 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 \$20,000.00**

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 after State Forestry receives reimbursement from the USDA Forest Service, normally within ninety days of 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 sole 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 with 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 managed by the Census Bureau within 30 days after receipt from auditor or nine months from the close of their 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 activities 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 Fiscal Contact:

Malena Bazarro, Administrative/Grants Coordinator
PO Box 428
Saint Johns, AZ 85936
928-551-4137-1769
mbazarro@co.apache.az.us

Principal Sub-grantee Programmatic Contact:

Malena Bazarro, Administrative/Grants Coordinator
PO Box 428
Saint Johns, AZ 85936
928-551-4137-1769
mbazarro@co.apache.az.us

Principal Arizona State Forestry Contact:

Peter Warren, Forest Program Coordinator
1110 West Washington, Suite 100
Phoenix, AZ 85007
602-771-1415
PWarren@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:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<p>Peter Warren Forest Program Coordinator Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007</p> <p>PWarren@dffm.az.gov</p>	<p>Malena Bazarro Administrative/Grants Coordinator Apache County PO Box 428 Saint Johns, AZ 85936</p> <p>mbazarro@co.apache.az.us</p>

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 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.

<p><u>STATE FORESTRY</u></p> <p>Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007</p>	<p><u>ACCEPTED BY SUB-GRANTEE</u></p> <p>Apache County PO Box 428 Saint Johns, AZ 85936</p>
--	--

Signature

Arizona State Forester

Date: _____

Date: _____

Signature

Print or Type Name

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

Western Bark Beetle Initiative
2016 Grant Application-DFP

FOR OFFICIAL USE ONLY	
Dollar Amount Requested:	\$38,000
Matching Share:	\$22,800
Percent (%) Matching	38%

Applicant Information	
Applicant:	Apache County
Contact Person:	Malena Bazurto
Address:	PO Box 428
City/Zip Code:	Saint Johns, Arizona 85936
Phone (Work/Cell):	928-337-7639 or 928-551-4137
Email:	mbazurto@co.apache.az.us
Fax:	928-337-7592

Project Information			
Name of Project:	Greer Restoration Project		
Community Name:	Greer, AZ		
County:	Apache	Congressional District:	5
Latitude (decimal degrees):	34-04.417N	Longitude (decimal degrees):	109-27.961W

Grant Contributors (Matching Share)							
(Federal dollars DO NOT qualify)							
Please specify each match contributor and the dollar amount of each contribution.							
Please DO NOT show grant requested funds in this table. This is for matching share only.							
Contributors: (Please specify)	Apache County	Private Land Owners					TOTAL
Dollars (Hard Match):	\$0	\$12,500	\$0	\$0	\$0	\$0	\$12,500
In-Kind (Soft Match):	\$11,500	\$0	\$0	\$0	\$0	\$0	\$11,500
TOTAL:	\$11,500	\$12,500	\$ 0	\$ 0	\$ 0	\$ 0	\$24,000

Total Project Expense (break down matching share totals from block three)				
	Grant Share (\$ Amount Requested)	Match (from block three)		TOTAL
		Dollars	In-Kind	
Personnel / Labor:	\$500	\$0	\$0	\$ 500
Operating:	\$0	\$0	\$7,000	\$7,000
Travel:	\$0	\$0	\$300	\$ 300
Contractual Services:	\$37,500	\$12,500	\$0	\$50,000
Equipment:	\$0	\$0	\$3,000	\$3,000
Indirect Costs:	\$0	\$0	\$0	\$ 0
TOTAL:	\$38,000	\$12,500	\$10,300	\$60,800

Project Summary (check all that apply and answer related questions in appropriate box)			
Is this a new project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Can this project be completed by September 30, 2017? (Priority) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
What is the duration of this project? (24 month maximum) 12 months			
5	Number of acres to be treated:	50	Estimated cost per acre: \$1,000.00
Are the acres to be treated contiguous (adjacent to each other)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe their layout in block six (6).			
Does this project have a current forest management or stewardship plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach the plan to this application.			
Is this project managed by a professional land manager? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please provide qualifications in block six (6).			
Number of communities directly affected by this project:		2	
Number of citizens to be reached:		1,000	
Number of residences affected:		100	

Project Area Description	
All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.	
6	<p>Provide a brief overview of the project and the project area. 2500 characters</p> <p>This project is located in the town of Greer, Arizona. Greer is surrounded by the Apache-Sitgreaves National Forest and home to full time and seasonal residents. Greer was struck by the Wallow Fire in 2010. In a recent monitoring, an outbreak of bark beetle was observed. This outbreak has caused tree deaths which has led to the rise of dead standing trees. Apache County's roads department has removed trees that were immediate risk to residents, but lacks the means to treat the entire affected area. Approximately 50 acres are in need of treatment to mitigate the effects of the bark beetle outbreak thus far. Apache County plans to manage the project by having property owners hire contractors to treat their properties according to a prescription already approved by State Forestry. The property owners would be reimbursed at 75% of the total cost of thinning. Apache County also plans to match dollars for work to be performed along the right of way. Cost for that treatment will be paid out of HURF dollars and includes road crew, equipment, and cutting. Total cost for this project is estimated at \$50,000. Slash will be chipped and hauled to the Greer Green Waste Site. In addition to removing beetle infested trees and otherwise diseased trees, reduction of stand density will take place to prevent future infestations. Any green trees removed that are less than 8 inches in diameter will be sent to Arizona Log and Timberworks, LLC in Eagar which is less than 20 miles away from the treatment site.</p> <p>Since the Wallow Fire, there have been Federal projects on the west side of Greer to reduce the impact of a wildfire on the community. To date over 80 acres have been treated on the federal side. Another treatment adjacent to the Federal project saw 800 acres completed over the summer of 2016. Prior to these treatments a Hazardous Fuels Grant and a Bark Beetle Grant made it possible to treat 100 acres within the Greer community in Crosby Acres which is situated just east and adjacent to the Federal and other private treatments. The funds requested in this proposal would ensure contiguous treatment to these already completed projects. There is another Federal project pending that will be completed by summer 2017 that would further compliment this treatment.</p>
	<p>Briefly describe the qualifications of the person(s) managing this project. 500 characters</p> <p>Malena Bazurto, Grants Manager for Apache County, has managed over 2,000 acres and a million dollars in fuels mitigation projects in Apache County since 2009. Apache County continues to lead the State in private property forest thinning projects and has a vested interest to protect its natural resources.</p>

Project Goals and Objectives

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

Provide a brief description of how this project meets the grant objectives and goals. 1500 characters

7

The Wallow Fire devastated the East side of the community. The West side was completely untouched by wildfire. During a private property treatment of 800 acres along the West side, 1.7 million board feet of marketable timber was hauled to local mills. This was the only project available supplying these markets in Apache County. Greer is a prime recreational site and seasonal living destination. Homeowners there value the properties in which they have invested. Greer hosts a variety of wildlife, including the recent introduction of big horn sheep. Eliminating beetle infested trees and thinning stand density to 60-80 stems per acre will limit the likelihood of re-infestation, mitigate the threat of wildfire, protect habitat, and preserve high value timber and forest.

Scope of Work / Project Timeline

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

Provide a brief scope of work which clearly describes how grant funds will be spent: Types of treatments proposed, primary bark beetle(s) & host of concern & any information & education activities. (This should be more specific than the project description) 1500 characters

8

The work proposed in Greer would be to cut and remove of all bark beetle infested trees in ponderosa pine stands. Slash generated from this cutting would be chipped and hauled to Greer's Green Waste site. In addition to removing diseased trees, thinning would be done leaving 60-80 stems per acre. Private property owners would be responsible for hiring a contractor from the County's approved list, paying the contractor for work completed and then submitting their paid invoices to the County for 75% reimbursement of costs incurred. Greer Fire would aid Apache County in public outreach and site assessments before and after thinning. Apache County's grants manager would be responsible for helping landowners schedule treatments and collecting data for reporting purposes as well as compiling those reports and requesting grant payments. Apache County Roads Department will provide an in-kind contribution in the form of a chipper and dump truck with an operator at a cost of \$200 per day for 15 days. The Roads Department will also provide in-kind for Right of Way treatment at an estimated cost of \$7,000. Another \$300 in match will come from Apache County for travel to the site. This is calculated for 5 round trips at the current federal rate for 120 miles round trip. Greer Fire, the Greer Coalition, and the Apache Sitgreaves Forest Service will aid the project in providing education to homeowners on the effects of bark beetle and prevention and mitigation efforts.

Provide a timeline for the project. 1000 characters

Spring 2017- Contract in place. Start initial treatments.

May 2017- Hold a community meeting to present grant information and contact residents that are back in the area for the summer.

May-June- Site visits of thinning sites and approval of treatments.

July 2017- 50% of project completion.

August - September- Project will be complete.

October 2017- Final report sent to State Forestry and schedule site visit.

Due to summer rain condition and/or fires restrictions, project timeline may extend through Spring 2018.

Collaborative Elements and Partners

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

9 **Specify the private, local, tribal, county, state, federal and/or non-governmental 501(c) 3 organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.).** 2000 characters

Apache County will donate labor for grant administration and a chipper and dump truck.

Greer Fire will act as a liaison between residents and the County to help with initial site assessments and providing treatment information.

The Apache-Sitgreaves fire prevention personnel can help with education by providing resident with current bark beetle information.

Private residents will provide a 25% portion of treatment dollars as match to the project.

Project Longevity / Maintenance

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

10 **Clearly demonstrate how this project will remain effective over time.** 2000 characters

As with other projects, once treatment is complete, residents are educated through Firewise materials on how to manage their properties. Due to the success of past projects, it would be in the best interest of the Greer to apply as a FIREWISE community. Apache County and its partners plan to assist the resident coalitions in working with the State to start that process during and after treatment is complete.

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

This project is located in the town of Greer, Arizona. Greer is surrounded by the Apache-Sitgreaves National Forest and home to about 100 full time and about 1500 seasonal residents. Greer was struck by the Wallow Fire in 2010. Since then several projects have been completed to combat fuel load and bark beetle infestation. In a recent monitoring, an outbreak of bark beetle was observed. This outbreak has caused tree deaths which has led to the rise of dead standing trees. Apache County's road department has removed trees that were an immediate risk to residents, but lacks the means to treat the entire area affected. Approximately 50 acres are in need of treatment to mitigate the effects of the bark beetle outbreak thus far. Apache County plans to manage the project by having property owners hire contractors to treat their properties according to prescription already approved by State Forestry. The property owners would be reimbursed at 75% of the total cost of thinning. Apache County also plans to match dollars for work to be performed along the right of way. Cost for that treatment will be paid out of HURF dollars and includes road crew, equipment, and cutting. Total cost for this project is estimated at \$50,000. Slash will be chipped and hauled to the Greer Green Waste Site. In addition to removing beetle infested trees and otherwise diseased trees, reduction of stand density will take place to prevent future infestations. Any green trees removed less than 8 inch diameter will be sent to Arizona Log and Timberworks, LLC in Eagar which is less than 20 miles away from the treatment site.

There have been Federal projects on the west side of Greer to reduce the impact of a wildfire on the community. To date over 80 acres have been treated. Another treatment adjacent to the Federal project saw 800 acres completed over the summer of 2016. Prior to these treatments a Hazardous Fuels Grant and a Bark Beetle Grant made it possible to treat 80 acres within the Greer community in Crosby Acres which is situated just east and adjacent to the Federal and private treatments. The funds requested in this proposal would ensure contiguous treatment to these already completed projects. There is another Federal project pending that will be completed by summer 2017 that would further compliment this treatment.

Apache County will donate labor for grant administration and a chipper and dump truck.

Greer Fire will act as a liaison between residents and the County to help with initial site assessments and providing treatment information.

The Apache-Sitgreaves fire prevention personnel can help with education by providing residents with current bark beetle information.

Private residents will provide a 25% portion of treatment dollars as match to the project.

Arizona State Forestry – Project Budget Worksheet

Project: Greer WBBI

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$500	\$0	\$7,000	\$7,500
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$300	\$0	\$300	\$ 600
Equipment:	\$0	\$0	\$3,000	\$3,000
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$18,750	\$6,250	\$3,000	\$28,000
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$19,550	\$6,250	\$13,300	\$39,100

Budget Narrative
<p>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).</p> <p>Private property owners would be responsible for hiring a contractor from the County's approved list, paying the contractor for work completed and then submitting their paid invoices to the County for 75% reimbursement of costs incurred. This is a total of \$42,050.00 to treat 25 acres. Greer Fire would aid Apache County in public outreach and site assessments before and after thinning. Greer Fire will match up to \$7,000 in in-kind labor. Apache County's grants manager would be responsible for helping landowners schedule treatments and collecting data for reporting purposes as well as compiling those reports and requesting grant payments. Grants Manager will bill for administrative labor at \$23.21 per hour for up to \$500. Any hours worked on this project above 20 will be billed as in-kind match. Apache County Roads Department will provide an in-kind contribution in the form of a chipper and dump truck with an operator at a cost of \$200 per day for 15 days. The Roads Department will also provide in-kind for Right of Way treatment at an estimated cost of \$7,000. Another \$300 in match will come from Apache County for travel to the site. This is calculated for 5 round trips at the current federal rate for 120 miles round trip. Greer Fire, the Greer Coalition, and the Apache Sitgreaves Forest Service will aid the project in providing education to homeowners on the effects of bark beetle and prevention and mitigation efforts. Another treatment will take place within the project site to address a vacant property. This property will be treated with in-kind labor and equipment by Apache County in the amount of \$3,000.</p>

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
- (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.

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona State Forestry Division 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 I06(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 A1 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.

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. Charges for salaries and wages must be based on records that accurately reflect the work performed and must be in compliance with Code of Federal Regulation 2CFR200.430

- All staff/labor hours must be accompanied by an employee time sheet, or an equivalent payroll system-generated report of verified employee time, detailing the hours worked on the grant project. The time sheet or report must clearly have the State grant ID number, employee identification, and should include the dates work was contributed towards 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.

- Note: For auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.

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.

ATTACHMENT E

Quarterly Performance Report

Year: _____

Quarter ending (circle one): **Mar 31** **June 30** **Sept 30** **Dec 31**

Project Name: _____ **Grant No:** _____

Sub-grantee Name & Address:

Name of Person Filing This Report: _____

(Attach additional pages as needed)

Narrative Report: (List activity for this quarter. Include appropriate comments regarding expenditures for employees or equipment, volunteers, donated time or materials etc.)

Project Objectives Accomplishment: (During this reporting period, what progress has been made toward meeting the project objectives stated in the Detailed Project Plan?)

- 1)
- 2)
- 3)

Measurement Criteria: (What is the success in meeting the overall measurement criteria stated in the Detailed Project Plan?) Please provide cumulative numbers for key criteria, such as acres completed, trees planted, educational program completed, etc.

List key project objectives and current overall status:

- 1)
- 2)
- 3)



Arizona State Forestry 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: \$0.00 Total Match Required: \$0.00
 Grant Expiration/End Date: _____ (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):		
	Reimbursable Costs	Match
	0.00	0.00
		Total 0.00

This Reimbursement Period:			
Item	Reimbursable Costs	Match	Total
Administration	0.00	0.00	0.00
Personnel	0.00	0.00	0.00
Contracted Services	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
Volunteer time	N/A	0.00	0.00
In-Kind Contributions	N/A	0.00	0.00
Total:	0.00	0.00	0.00

Cumulative Project Totals (This period request added to all previous reimbursement requests):		
	Reimbursable Costs	Match
	0.00	0.00
		Total 0.00

* 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(e), 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.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

6/26/17 [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 a Liquor License Application recommendation (Acquisition of Control – 10013005) for Denise Engels, The Tackle Shop, Junction Highway 666 & 180, Alpine, Arizona.

BOS Meeting Date Requested 7/5/17

PRE-AGENDA ITEM REVIEW

Legal Review:

N/A

Signature

Finance Review:

N/A

Signature

Human Resources Review:

N/A

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Signature]

An acquisition of control liquor license application is needed when a person other than those persons originally licensed acquires control over a license or licensee, the person shall file notice of the acquisition with the director within thirty business days after the acquisition of control and a list of officers, directors or other controlling persons on a form prescribed by the director. All officers, directors or other controlling persons shall meet the qualifications for licensure as prescribed by this title. Notice is sent within fifteen days to the local governing body of the city or town, if the licensed premises are in an incorporated area, or the county, if the licensed premises is in an unincorporated area. The local governing body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control.

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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

May 23, 2017

Denise Engels
The Tackle Shop
P.O. Box 109
Alpine, Arizona 85920

Dear Ms. Engels,

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Wednesday, July 5, 2017 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

You are welcome to be present at this hearing and please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond", written in a cursive style.

Beth Bond
Assistant Clerk of the Board



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

AFFIDAVIT OF POSTING

Date of Posting: 5.24.17 Date of Posting Removal: 6.13.17

Applicant's Name: Engels Denise L.
Last First Middle

Business Address: Junction Hwy 666 @ 180 Alpine, AZ
Street City Zip
85920

License #: 10013005

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

DALE HAUSER AIDE (928) 337-7531
Print Name of City/County Official Title Phone Number

Dale Ha 6.14.17
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



17 MAY 15 Lique. Dept #11241

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

DLLC USE ONLY
Date Processed: 5/17/17
CSR: Jv
60th Day: 7/16/17

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1
Check the appropriate boxes

Agent Change Complete Sections 1,2,3,4,5 & 7
Acquisition of Control Complete Sections 1,2, 3 & 7
Restructure Complete Sections 1,2,3,6 & 7

NOT REDACTED
NOT FOR PUBLIC DISSEMINATION

17 MAY 17 Lique. Lic. #11241

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- 1. Name: ENGELS DENISE LOUISE 10013005 P1030142
2. Owner Name: TACKLE SHOP LLC Corp File #: L08079376 B1020220
3. Business Name: TACKLE SHOP Email: engelsdenise@yahoo.com
4. Business Location Address: JUNCTION HWY 666 & 180 ALPINE APACHE 85920
5. Is the Business located within the incorporated limits of the above City or Town? Yes No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
7. Mailing Address: P.O. Box 109 ALPINE AZ 85920
8. Business Phone: (928) 339-4338 Daytime Contact Phone (928) 245-1663
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No
10. Has there been any change of Controlling Persons? Yes No

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

Table with columns: New, Last, First, Middle, Title, Address, City, State, Zip. Rows for ENGELS DENISE LOUISE (MANAGING MEMBER) and ENGELS GARY ALLEN (MEMBER).

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

Table with columns: New, Last, First, Middle, % Owned, Address, City, State, Zip. Rows for ENGELS DENISE LOUISE (51%) and ENGELS GARY ALLEN (48%).

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

As an Agent, will you be physically present and operating the licensed premise? Yes No
If you answered YES, you must provide a copy of your **Basic and Management Training Certificate** obtained from a Department approved liquor Law training provider **BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED.** If you answered NO, go to question 2.

Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? Yes No

If yes, Name of current Manager: _____
Last First Middle

Basic Training Yes No

Management Training Yes No

"NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the **INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR LLC. CONTROLLING MEMBER:**

1. License # _____

2. Current Agent Name: _____
(Exactly as it appears on license) Last First Middle

I, (Print full name) _____, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

(Controlling Person/Existing Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____
Day of _____ Month _____ Year _____

Signature of NOTARY PUBLIC

SECTION 6 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Are there more than one licensed premises involved? YES NO

IF YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- J.I.W.R.O.S.
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CO.
- MANAGEMENT CO.
- TRIBE
- TRUST
- OTHER (Explain) _____

- J.I.W.R.O.S.
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CO.
- MANAGEMENT CO.
- TRIBE
- TRUST
- OTHER (Explain) _____

SECTION 7 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by **Controlling Person or existing Agent (if no agent changes) OR NEW Agent** if applying for Agent change as listed in question 2 Question 1.

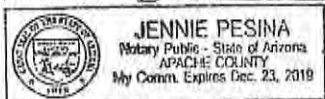
I, (Print full name) DENISE LOUISE ENGELS, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements are true, correct and complete.

Denise Louise Engels
(Controlling Person/Existing Agent)

State of Arizona county of Apache
The foregoing instrument was acknowledged before me this

My commission expires on: Dec. 23, 2019

28th of April, 2017
Day Month Year



Jennie Pesina
Signature of NOTARY PUBLIC

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING-

Date/Signature 6/26/17

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

PERMISSION TO AWARDED BID # 201705 FOR MAGNESIUM CHLORIDE AND OTHER DUST SUPPRESSION PRODUCTS

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

HW



*Office of
Apache County Engineer*

P.O. Box 238, St. Johns, AZ 85936

frosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928-337-7528

Facsimile: 928-337-2062

June 26, 2017

Board of Supervisors,

This letter is to serve in the back up material for the board packet. The agenda item is to award bid # 201705 for magnesium chloride and other dust suppression products. This is a yearly bid. The actual bid opening is dated for July 3, 2017. The bid results and engineer's recommendation will be provided at the board meeting.

Thank you

A handwritten signature in black ink, appearing to read "Dale Hauser".

Dale Hauser

928-337-7531

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Flood Control
Regular Agenda

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

Engineering

Date/Signature: 06/12/2017

Jamie Herrick

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

Request approval of contract addendum and change order with Creative Multimedia Inc. for parcel maps, signs, rural addressing and County Flood Control Projects as needed.

BOS Meeting Date Requested 06/20/2017

PRE-AGENDA ITEM REVIEW

Review Routing Legal Finance Purchasing Human Resource Other: _____

Legal Review: *see attached email*

Signature: _____

Finance Review: *see attached email*

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

NW



Office of
Apache County Engineer
P.O. Box 238, St. Johns, AZ 85936
fcrosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

May 22, 2017

Contract Addendum and Change Order

Apache County, Arizona and Creative Multimedia, Inc., dba CMI Engineering (CMIE) hereby agree to a contract addendum and change order to that certain Consulting Agreement entered into between the parties on or about April 3, 2008. The amendments to the Consulting Agreement approved by this change order are as follows:

- 1.) The total amount of the contract budget is hereby amended to increase by \$60,000. Work will continue to be performed on a Task-Order basis, with pre-approved budget amounts and deliverables for each Task. CMIE will continue to provide detailed project status reports, and documentation on deliverables.
- 2.) The service completion date is hereby extended to June 30, 2018.
- 3.) The additional services to be performed by CMIE under this change order not originally included in the Consulting Agreement are as follows:
 - a) Development of software tools in support of Parcel Maps, Signs, and Rural Addressing applications;
 - b) Map book updates and merging of multiple split data sources into a common County Data base, incl. technical assistance to County personnel
 - c) Signs, Rural Addressing, and merging/updating County Transportation Layer
 - d) Documentation on procedures and policy recommendations for future updates;
 - e) Consultation, compilation of existing data sets, develop plan of work, and on-site training;
 - f) Assistance in obtaining and managing federal/state grants, and engineering coordination for County Flood Control Projects as needed;
- 4.) All other terms and conditions remain the same.

This contract addendum and change order is approved and accepted this ___ day of _____, 2017 by:

Authorized Representative of CMIE

Authorized Representative of Apache County

Tamie Herrick

From: Ryan Patterson
Sent: Thursday, June 1, 2017 12:20 PM
To: Tamie Herrick
Subject: RE: Please review and sign off on the Contract with CMI

Please accept as signature.

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

From: Tamie Herrick
Sent: Thursday, June 1, 2017 11:55 AM
To: Michael Whiting <mwhiting@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Please review and sign off on the Contract with CMI

Please review and sign off on the Contract renewal with CMI For the BOS meeting scheduled for June 20, 2017 Thanks
Tamie Herrick, Apache County Engineering

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

20170601115950742.pdf

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.

Tamie Herrick

From: Michael Whiting
Sent: Thursday, June 1, 2017 4:54 PM
To: Tamie Herrick; Ryan Patterson
Cc: Ferrin Crosby; Joe Young
Subject: RE: Please review and sign off on the Contract with CMI

You can use this email as approval from the ACAO. Thanks and have a great weekend!

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

From: Tamie Herrick [mailto:therrick@co.apache.az.us]
Sent: Thursday, June 01, 2017 11:55 AM
To: Michael B. Whiting; Ryan Patterson
Subject: Please review and sign off on the Contract with CMI

Please review and sign off on the Contract renewal with CMI For the BOS meeting scheduled for June 20, 2017 Thanks
Tamie Herrick, Apache County Engineering

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

20170601115950742.pdf

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.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature:

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

County Attorney: Discussion and possible approval of Arizona Criminal Justice Commission Victim

Compensation Grant agreement No. VC-18-049, in the amount of \$82,500.00, for FY18 with no match amount required.

BOS Meeting Date Requested July 05, 2017

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

6-22-17

Finance Review:

Signature:

N/A

Purchasing Review:

Signature:

N/A

Human Resources Review:

Signature:

N/A

Other Review:

Signature:

N/A

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

[Signature]

BOARD ACTION TAKEN

/ Approved / Disapproved / Deleted / Continued to:

Signature Clerk of Board



ARIZONA CRIMINAL JUSTICE COMMISSION VICTIM COMPENSATION GRANT AGREEMENT

ACJC Grant Number VC-18-049

Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)

This Grant Agreement is made this first day of July, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2017 and terminate on June 30, 2018. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - I. If to the COMMISSION:

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

B. If to the GRANTEE:

Apache County Attorney's Office
PO Box 637
St. Johns, Arizona 85936

Attn: **Honorable Michael B. Whiting**

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$7,162.00
Fringe Benefits (for salaries/overtime)*	\$2,971.00
Overtime	\$0.00
Professional & Outside/Consultant & Contractual Services	\$0.00
Travel In-State	\$4,000.00
Travel Out-of-State	\$5,000.00
Victim Compensation Benefits	\$58,300.00
Operating Expenses:	
Supplies	\$2,367.00
Registration/Training	\$1,700.00
Other	\$1,000.00
Equipment	
Capital	\$0.00
Noncapital	\$0.00
TOTAL	\$82,500.00
Positions Funded: Legal Assistant (0.25)	
Equipment Type:	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$82,500.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$ 0.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being

provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and

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

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

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

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

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide
https://oip.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

- VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a

federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
42. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* <https://www.whitehouse.gov/omb/information-for-agencies/circulars>
OJP Financial guide: <https://www.justice.gov/ovw/file/892031/download>
ACJC Grant Management Reference Manual:
http://www.azcic.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2016. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016 <https://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingquidinqprinciples.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor

agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2016-VC-GX-0027 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

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

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

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

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

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

55. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

56. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
57. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
58. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
59. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
60. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority

relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or QVW, as appropriate) for guidance.

61. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

62. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

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

63. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
64. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
65. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

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

67. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
68. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
69. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
70. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
71. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
73. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
74. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
75. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

76. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
77. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
78. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
79. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
80. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
81. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Apache County Attorney's Office
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
3. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
4. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
5. The GRANTEE understands that \$24,200.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
6. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
7. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
8. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (<http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm>).
9. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
10. The GRANTEE agrees to seek and order all available restitution owed to the program.
11. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.
12. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

13. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

Authorized Official Initials: _____

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

FOR GRANTEE:

 Authorized Signatory Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

 Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

 Andrew T. LeFevre, Executive Director Date
 Arizona Criminal Justice Commission



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:




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

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

BOS Meeting Date Requested 7/5/17

Legal Review:



PRE-AGENDA ITEM REVIEW

Signature

Finance Review:



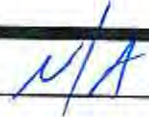
Signature

Human Resources Review:



Signature

Other Review:



Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

