



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 PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY LIBRARY DISTRICT**

June 20, 2017

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

Pledge of Allegiance.
Invocation by Invitation.

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

June 20, 2017

1. Discussion and possible approval of a contract with Dr. Scott Hamblin for Public Health Medical Consultation/Alternative Medical Examiner Services, effective April 1, 2017. This has been budgeted for in FY17-18.
2. Discussion and possible 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.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
June 20, 2017**

1. Discussion and possible 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.
2. Discussion and possible approval of a lease agreement between 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.
3. Discussion and possible 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.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
June 20, 2017**

1. Chris Bagnoli, AZGFD, Paul Greer, AZGFD and John Oakleaf, USFWS: Presentation and update on the Mexican Gray Wolf reintroduction.
2. County Manager; Discussion and possible approval of a Memorandum of Understanding with Apache County and the United States Game and Fish for the reintroduction of the Mexican Grey Wolf.
3. 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:

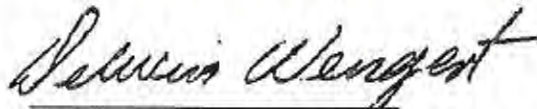
- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 6, 2017 to June 20, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated June 6, 2017.

4. District II: Discussion and possible 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).
5. Superintendent of Schools: Discussion and possible approval to accept Amendment #2, to Intergovernmental Agreement #GA-SABG-GR-16-040116-01. This will provide additional support for the Apache County School Super Superintendent's role in development, coordination and implementation of Peer/Parent Substance abuse prevention programing. This is an ongoing grant.
6. County Manager: Discussion and possible approval of a Liquor License application recommendation (Person Transfer – 06010030) for Brandon Mulloy, Mulloy's Public House, 41633 Highway 180, Nutrioso, Arizona.
7. County Manger: Discussion and possible 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.
8. Human Resources: Discussion and possible approval of modification of the Human Resources Policy Manual Section 3.2 (Sick Leave).
9. Emergency Management: Discussion and possible ratification of a resolution entering into Stage I Fire Restrictions effective June 16, 2017. 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.
10. Sheriff's Office: Discussion and possible 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.
11. Sheriff's Office; Discussion and possible 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. The grant requires a fifty-six thousand, three hundred and nineteen dollars (\$56,319) match.
12. Assessor's Office; Discussion and possible extension of the contract with Judy Bender, effective July 1, 2017 through June 30, 2018.

13. 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.
14. County Attorney's Office: Discussion and possible 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).
15. County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03A3, 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.
16. 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. Two or more members of the Apache County Board of Supervisors may be in attendance.
17. 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 15, 2017 at 2:00 a.m. p.m. by ABD.



Delwin Wengert
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth King

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: ~~03/13/17~~ 5-30-17

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 Apache County Contract for Public Health Medical Consultant/Alternative Medical Examiner Services with Dr. Scott Hamblin effective April 1, 2017. This has been budgeted for FY17. -18

BOS Meeting Date Requested ~~04/04/17~~ 6-20-17

PRE-AGENDA ITEM REVIEW

Legal Review: See Email Approved

Signature

Check if item does not require review

Finance Review: See Email Approved

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

DK



Apache County Public Health Services District

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

ALTERNATE MEDICAL EXAMINER

The Alternate Medical Examiner takes charge of a dead body, performs external exams of deceased individuals who died unattended or in suspicious circumstances, does medical record reviews of deceased individuals, determines the need for autopsy, determines the cause of death, and authorizes all cremations within Apache County.

The Alternate Medical Examiner does not perform autopsies and is not trained in forensic pathology as a Medical Examiner is. In Apache County the Alternate Medical Examiner functions as the Medical Examiner as described in statute (Arizona Revised Statutes titles 11 and 36).

Pros

Required by statute

Efficient care of deceased

Sheriff does not have to appoint
An Alternate Medical Examiner on
a case by case basis

Cons

Cost to the county

Physicians works a case around his/ her
schedule

Kimberly Penrod

From: Ryan Patterson
Sent: Wednesday, March 22, 2017 7:25 AM
To: Kimberly Penrod
Cc: Chris Sexton; Keli Sine-Shields
Subject: RE: Emailing: Dr. Hamblin, Dr Hamblin AME Contract 2017

Previously I hadn't, but appears to be within budget constraints so please accept this email as signature.

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Kimberly Penrod <kpenrod@co.apache.az.us>
Date: 3/22/17 8:02 AM (GMT-07:00)
To: Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>, Keli Sine-Shields <ksine@co.apache.az.us>
Subject: FW: Emailing: Dr. Hamblin, Dr Hamblin AME Contract 2017

Ryan,

Have you had a chance to review this?

Kimberly

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

From: Kimberly Penrod
Sent: Monday, March 13, 2017 12:47 PM
To: Ryan Patterson
Cc: Chris Sexton; Keli Sine-Shields
Subject: Emailing: Dr. Hamblin, Dr Hamblin AME Contract 2017

Please review and sign. We are putting this on the 04/04/17 agenda.

Thx,

Kimberly

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

Dr. Hamblin
Dr Hamblin AME Contract 2017

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.

Kimberly Penrod

From: Keli Sine-Shields
Sent: Monday, March 13, 2017 12:03 PM
To: Kimberly Penrod
Subject: FW: Dr. Hamblin AME contract

From: Josh Covey [<mailto:JCovey@apachelaw.net>]
Sent: Thursday, February 16, 2017 3:57 PM
To: Kimberly Penrod
Cc: Chris Sexton; Keli Sine-Shields
Subject: RE: Dr. Hamblin AME contract

This looks good from my end. As far as getting the signature notarized, I don't care. That is up to you.

Thanks,

Josh

From: Kimberly Penrod [<mailto:kpenrod@co.apache.az.us>]
Sent: Monday, February 13, 2017 1:16 PM
To: Josh Covey
Cc: Chris Sexton; Keli Sine-Shields
Subject: FW: Dr. Hamblin AME contract

Josh,

Will you please review?

Thx,

Kimberly

From: Keli Sine-Shields
Sent: Monday, February 13, 2017 11:34 AM
To: Kimberly Penrod
Subject: Dr. Hamblin AME contract

Hi Kimberly,

I met with Dr. Hamblin last week and he is pleased with his relationship with the Public Health Services District and is in favor of renewing the contract. I've made some edits to the current AME contract which expires on 3/31/2017. Will you please send it to Josh for review and edits?

Thank you,
Keli

Keli Sine-Shields
Assistant Health Director

**APACHE COUNTY
CONTRACT FOR PUBLIC HEALTH MEDICAL CONSULTATION/ALTERNATIVE
MEDICAL EXAMINER SERVICES WITH DR. SCOTT HAMBLIN**

AGREEMENT made as of April 1, 2017, between Apache County, Arizona, a political subdivision of the State of Arizona, ("County"), and Dr. Scott Hamblin ("Independent Contractor").

WHEREAS, Apache County has requested Public Health Medical Consultant/Alternative Medical Examiner services ("Project"); and

WHEREAS, Independent Contractor represents that it has the necessary expertise to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Independent Contractor shall perform the work described below in a competent and professional manner to the satisfaction of County. County will provide training, as needed and determined by County, to assist Independent Contractor in the performance of the Services.
 - a. **Alternative Medical Examiner duties include:**
 - In consultation with the Health Director, assists in formulating and implementing policy for the operation of the office.
 - Works with the Medico-legal Death Investigator on all cases referred to the office.
 - Performs external examinations when indicated.
 - Performs record reviews when indicated.
 - Directs the Medico-legal Death Investigator to take indicated cases to autopsy.
 - Authorizes all cremations within Apache County.
2. **Independent Contractor's Expertise.** Independent Contractor warrants that it has the ability, authority, capacity and professional expertise to perform this Agreement. Independent Contractor shall notify the County in writing if he or any providers in his office, is disciplined or otherwise loses their license or certification. In such event, County may terminate this Agreement, as outlined in Section 12(B) below.
3. **Independent Contractor.** Independent Contractor acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by County, and Independent Contractor shall be solely responsible for

such matters.

4. **Subcontracts.** Independent Contractor shall not enter into any subcontract with respect to any of the work to be performed hereunder without County's prior written approval. Notwithstanding the foregoing, Independent Contractor shall be permitted to use AME providers in his office, provided that such providers are employees of Independent Contractor and agree to abide by all terms and conditions set forth in this Agreement. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed on Independent Contractor by this Agreement with respect to those matters covered by Sections 8, 9, 10, 11, 14 and 17. Independent Contractor is responsible for full performance of this Agreement regardless of whether subcontractors are used.
5. **Term of Contract.** The term of this Contract shall commence upon the execution of this Agreement and shall continue for a period of One Year thereafter, unless terminated, cancelled or extended as otherwise provided herein. This Agreement will be automatically renewed at the conclusion of each subsequent year up to 4 years unless the parties terminate this agreement as provided in Section 12, B., C., D and Section 13.
6. **Contract Price.** County shall pay Independent Contractor for AME services in the amount of \$750.00 for each external exam performed by the Independent Contractor, \$400.00 for each record review performed by the Independent Contractor.
7. **Payment.** Contractor shall submit all invoices to the County Health Director of the County Health Department for Apache County. Upon approval of the County Health Director, payment will be made by County within thirty (30) days after approval. Each invoice shall detail the work performed during the billing period. If the County fails to make any payment due the Independent Contractor for services and expenses within 30 days after receipt of Independent Contractor's invoice, the amount due to the Independent Contractor will be increased at a rate of 1% per month from said thirtieth day.
8. **Insurance Requirements.**
 - A. Independent Contractor shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect the County (and their respective officers and employees, participants and equipment funded under this Agreement) against such losses as set forth below. Independent Contractor shall provide County with a current Certificate of Insurance or a certified copy of the insurance policy naming County as additional insured (except for Errors and Omissions coverage).
 - B. The following types and amounts of insurance are required as minimums:

General Liability

Comprehensive Form Premises-Operation	Bodily Injury and Property Damage	\$1,000,000 each occurrence
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Standard minimum deductibles are allowed. Any deductibles are the responsibility of Independent Contractor. Independent Contractor shall immediately inform County of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by County. Independent Contractor shall notify County upon any termination of its regular professional liability coverage and shall obtain extended liability coverage for a minimum of five years from the termination date.

- C. Independent Contractor acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.
9. **Indemnity.** To the fullest extent permitted by law, Independent Contractor shall defend, indemnify and hold harmless the County, its agents, officers, officials and employees from and against 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 negligent acts, errors, mistakes, omissions, work or services of the Independent Contractor, its agents, employees or subcontractors in the performance of this Agreement. Independent Contractor's duty to defend, hold harmless and indemnify the County, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose negligent acts, errors, mistakes or omissions Independent Contractor may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
10. **Non-Assignment.** Independent Contractor shall not assign any right or interest in this Agreement without County's prior written approval, nor shall Independent Contractor delegate any duty hereunder without County's prior written approval.
11. **Claims and Disputes.** All claims, disputes, and matters in question between the County and Independent Contractor arising out of this Agreement, which are not resolved to the satisfaction of either of the parties, will be decided through alternative dispute resolution prior to proceeding to litigation in Court. Failure to complete the review procedure specified herein shall be a complete bar to any

legal action for any question which could have been submitted to an alternative dispute resolution proceeding for determination.

12. Suspension and Termination by County:

- A. Suspension.** County may, without cause, order Independent Contractor in writing to suspend, delay or interrupt its performance in whole or part. A payment adjustment shall be made for any services not provided resulting from the suspension, delay or interruption.
- B. Termination for Cause.** County may terminate this Agreement for cause if Independent Contractor fails to have certification; is arrested or convicted of any criminal offense, misdemeanor or felony which in the opinion of the County impairs Independent Contractor in performance of its duties; disregards laws, ordinances, rules, regulations or orders of the County or a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, County shall give Independent Contractor written notice and a ten-day opportunity to cure the default. If the default remains uncured, County may (without prejudice to any other rights or remedies it may have) terminate this Agreement.
- C. Termination for Convenience.** County, by written notice to Independent Contractor, may terminate this Agreement in whole or part when in the sole discretion of County it is in County's best interests to do so. Independent Contractor shall be paid for all services provided, as well as reasonable termination expenses, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Independent Contractor.
- D. Termination for Convenience.** Independent Contractor, by written notice to County, may terminate this Agreement in whole or part when in the sole discretion of Independent Contractor it is in Independent Contractor's best interests to do so. Independent Contractor shall be paid for all services provided, as well as reasonable termination expenses, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Independent Contractor.
- E. Independent Contractor's Responsibilities.** Upon receipt of a termination notice, Independent Contractor shall (a) promptly discontinue all services (unless the notice directs otherwise), (b) return any County property in possession of Independent Contractor, and (b) at County's choice, deliver or otherwise make available to County all data, reports, summaries, and other information and materials developed or accumulated by Independent Contractor in performing this Agreement.

13. **Termination by Independent Contractor.** Independent Contractor may terminate this Agreement upon written notice to County if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of Independent Contractor or its agents, employees or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Independent Contractor may also terminate this Agreement, upon written notice and a ten-day opportunity to cure, if the County fails to fulfill its obligations or to make any payment within the time set forth in Section 6.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Apache County), but only after the review procedure specified in Section 10. In the event that litigation arises regarding this agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.
15. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
16. **Non-Collusion.** This Agreement is subject to the provisions of A.R.S. §38-511; the County may cancel this Agreement without penalty or further obligations by the County or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County or any of its departments or agencies, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
17. **One-Year Limitation on Actions.** No action shall be maintained by Independent Contractor on any claim based upon or arising out of this Agreement unless such action is commenced within one year after County's final payment hereunder.
18. **Warranty.** Independent Contractor shall warranty work and services performed and provided under this Agreement to the County's satisfaction. If, for any reason, the work or services performed fail to meet County standards, Independent Contractor will repair or redo the work or services provided to the County's satisfaction within fifteen (15) days of notice.
19. **Sanitary, Health and Safety Provisions.** The Independent Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the

use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Independent Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. § 23-410.

- 20. Compliance with Federal and State Laws / Legal Arizona Workers Act.** The Independent Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Independent Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, Independent Contractor hereby warrants to the County that the Independent Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the County.


The County retains the legal right to inspect the papers of any Independent Contractor or Subcontractors employee who works on this Contract to ensure that the Independent Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Independent Contractor agrees to assist the County in regard to any such inspections.

The County may, at its sole discretion, conduct random verification of the employment records of the Independent Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Independent Contractor agrees to assist the County in regard to any random verifications performed.

Neither the Independent Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Independent Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal

DR. SCOTT HAMBLIN

By



Dr. Scott Hamblin

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth

date/time stamp

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

Chris Sexton, Director ACPHSD *Chris Sexton*

Date/Signature: 05/24/17

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

ACPHSD requests discussion and possible approval of IGA#ADHS14-053047 WIC, BFPC and FMNP Services (Women, Infants & Children, Breastfeeding Peer Counseling, Farmer's Market Nutrition Program) Amendment #5 reducing the WIC Price Sheet to from \$102,996 to \$94,413 due to a reduction in caseload.

BOS Meeting Date Requested ~~06/06/17~~ 06-20-17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature *[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

[Initials]



Apache County Public Health Services District

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

IGA# ADHS14-053047 WIC, BFPC, AND FMNP SERVICES AMENDMENT #5

The Arizona Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides nutrition education and breastfeeding support services, supplemental nutritious foods and referrals to health and social services. WIC serves pregnant, breastfeeding, and postpartum women; infants; and children under the age of five who are determined to be at nutritional risk. The WIC Program is funded by the United States Department of Agriculture.

Pros:

- WIC is a nutrition program that helps the whole family learn about eating well and staying healthy.
- WIC offers free nutrition and breastfeeding services to Moms and families and personalized support for parents and caregivers
- WIC provides referrals to other community resources

Cons:

- WIC only provides services for children up to the age of 5
- WIC only provides services to women who are pregnant or breastfeeding
- WIC caseload is struggling state wide, with the new EWIC program (EBT card), we hope that the services will be easier to use, thus increasing our caseload.

Kimberly Penrod

From: Ryan Patterson
Sent: Monday, June 12, 2017 10:07 AM
To: Kimberly Penrod
Subject: RE: Emailing: ADHS14-053047 A5, WIC

Looks within budget constraints. Please accept as signature.

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

From: Kimberly Penrod
Sent: Monday, June 12, 2017 8:49 AM
To: Ryan Patterson <rpatterson@co.apache.az.us>
Subject: FW: Emailing: ADHS14-053047 A5, WIC

Did you get a chance to review.

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

From: Kimberly Penrod
Sent: Wednesday, May 24, 2017 7:40 AM
To: Josh Covey (JCovey@apachelaw.net); Ryan Patterson
Cc: Chris Sexton; Robin Aguero
Subject: Emailing: ADHS14-053047 A5, WIC

Disregard the attachments in the last email. This is the item that needs review.

Thx

Kimberly

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

ADHS14-053047 A5
WIC

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



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 N. 18th Ave, Suite 260
Phoenix, Arizona 85007
(602) 542-1045 MAIN
(602) 542-1741 FAX

CONTRACT No.: ADHS14-053047

AMENDMENT No.: 5

PROCUREMENT OFFICER
Manuel Gonzales Jr.

WIC, BFPC AND FMNP SERVICES

Effective October 1, 2017, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Terms and Conditions of the Agreement, Provision Six (6), Contract Changes, Item 6.1, Amendments, Purchase Orders and Change Orders; The **WIC Price Sheet** in Amendment Four (4) is hereby replaced with the revised **WIC Price Sheet** of this Amendment Five (5). The total budget amount for the **WIC Price Sheet** is reduced to **\$94,413.00** due to a reduction in caseload.
2. The **BFPC Price Sheet** in Amendment Four (4) is hereby replaced with the revised BFPC Price Sheet of this Amendment Five (5). The total budget amount remains the same for the **BFPC Price Sheet** and is still **\$0.00**.
3. In ProcureAZ the "Items" Tab of the Master Blanket Purchase Order will be revised to reflect the pricing upon execution of this Amendment Five (5).

ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTINUED ON NEXT PAGE

CONTRACTOR SIGNATURE

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT

Contractor Name

73 WEST CLEVELAND STREET

Address

ST. JOHNS ARIZONA 85936
City State Zip

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

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

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

State of Arizona

Signed this _____ day of _____ 20__

Signature Date

Printed Name

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General

Printed Name:



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 N. 18th Ave, Suite 260
Phoenix, Arizona 85007
(602) 542-1040 MAIN
(602) 542-1741 FAX

CONTRACT No.: ADHS14-053047

AMENDMENT No.: 5

PROCUREMENT OFFICER
Manuel Gonzales Jr.

REVISED PRICE SHEET

Agency Name: Apache County Public Health Services District

Agency DUNS number: 082897786

Federal Award Identification Number (FAIN): 187AZAZ7W1003

Federal Award Date: October 1, 2017

CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

OCTOBER 1, 2017 TO SEPTEMBER 30, 2018

WOMEN, INFANTS, AND CHILDREN (WIC)	
LINE ITEM BUDGET	AMOUNT
PERSONNEL COSTS/SALARY EXPENSES	\$58,787.00
EMPLOYEE RELATED EXPENSES	\$32,373.00
PROFESSIONAL & OUTSIDE Services	\$1.00
TRAVEL EXPENSES	\$2,425.00
OCCUPANCY EXPENSES	\$1.00
OTHER OPERATING EXPENSES	\$825.00
CAPITAL OUTLAY EXPENSES	\$1.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$0.00
RD SUPPLEMENT	\$0.00
TOTAL \$94,413.00	

Federal Award Identification Number (FAIN): 177AZAZ1W5003

Federal Award Date: October 1, 2017

CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

OCTOBER 1, 2017 TO SEPTEMBER 30, 2018

BREASTFEEDING PEER COUNSELING SERVICES (BFPC)	
LINE ITEM BUDGET	AMOUNT
PERSONNEL COSTS/SALARY EXPENSES	\$0.00
EMPLOYEE RELATED EXPENSES	\$0.00
PROFESSIONAL & OUTSIDE EXPENSES	\$0.00
TRAVEL EXPENSES	\$0.00
OCCUPANCY EXPENSES	\$0.00
OTHER OPERATING EXPENSES	\$0.00
CAPITAL OUTLAY EXPENSES	\$0.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$0.00
TOTAL \$0.00	

TJ



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 N. 18th Ave, Suite 260
Phoenix, Arizona 85007
(602) 542-1040 MAIN
(602) 542-1741 FAX

CONTRACT No.: ADHS14-053047

AMENDMENT No.: 5

PROCUREMENT OFFICER
Manuel Gonzales Jr.

MARCH 1, 2018 TO SEPTEMBER 30, 2018

FARMER'S MARKET NUTRITION PROGRAM (FMNP)			
TYPE OF SERVICE	UNIT RATE	UNIT OF MEASURE	ESTIMATED NUMBER OF PARTICIPANTS
WIC FMNP CHECK ISSUANCE	\$1.25	WIC Participant	AS NEEDED

ADDITIONAL TERMS AND CONDITIONS:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high-risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

ADDITIONAL WIC PROGRAM:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2018 is: 550

ADDITIONAL BREASTFEEDING PEER COUNSELING PROGRAM:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

FARMER'S MARKET NUTRITION PROGRAM:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

15

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 *SueAn 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 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.

BOS Meeting Date Requested: June 20, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature *[Signature]*

Finance Review:

Signature *[Signature]*

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials *[Signature]*

LEASE AGREEMENT

This lease agreement (herein after the "Agreement" is entered into, the ____ day of 2017 by and between:

Greer Community Facilities Association
P.O. Box 45
Greer, AZ 85927
Herein after referred to as the "Landlord"

and

Apache County Library District
P.O. Box 2760
St. Johns, AZ 85936
Herein after referred to as the "Tenant"

1 The Premises

Landlord does hereby lease to Tenant and Tenant does hereby lease and take from Landlord one following property (herein after referred to as Premises):

Approximately 1300 square feet of open floor space for library activities. The area will be used for the storage of books on shelving, a central monitoring/checkout/main desk area, and a pleasant seating/reading area. Some space will be devoted to reading table(s) where reference materials can be conveniently laid out, while patrons are using them. In addition to the listed activities, the premises may also be used for any activity or use related to the operation or administration of the library.

These ancillary items are mentioned, not because the Landlord would need to provide any specific furniture, etc. but because that is how the space is to be utilized. County staff has and will obtain/erect/place the furnishings the library will use.

Included within the 1300 square feet, a public restroom is provided.

Included within the 1300 square feet, a small meeting room is provided. In addition, access (through the use of a key) to a much larger conference room in the Community Center will be provided for library functions. Non-library uses of this large conference room will be charged for at normal rates. Any access to this large conference room is to be scheduled in advance for times when it can be made available.

The library, as well as the lavatory, is handicap-accessible.

The Premises has floor conduits installed for computer network hook-up and for telephone/fax hook-up at the main desk area.

The Premises has its own temperature control so that it can be independently heated apart from the rest of the building.

The Premises entrance is keyed so that it can be effectively and securely locked when not in use. The master key system has strict guidelines on key-control. The tenant is responsible for complying with the master key-control procedure. The Premises has a ground-level entrance with handicap parking close-by.

The Library District and Library Friends are responsible for repairs/maintenance and replacement of the carpet.

All fire/safety devices are included as part of this public building.

Adequate accessible electrical outlets are provided for the Premises.

The Library will provide its own drop-box for the return of library books.

2 Lease Term

This lease agreement shall commence on July 1, 2017 and terminate on June 30, 2018.

3. Lease Extension

The parties may choose annually to extend this agreement upon such terms as may be agreed upon in writing and signed by the parties at the time of any such extension. The fiscal year for Apache County Library District is July 1 to June 30.

4. Lease Termination

Either party to this Lease may terminate this Lease by giving the other party ninety (90) days written notice addressed to the individual or contact designated in the lease or otherwise designated in writing and acknowledged by both parties. Landlord may automatically terminate this Lease upon (30) days notice to Tenant for tenant's nonpayment of rent. The parties hereby acknowledge and agree to the applicability of A.R.S. § 38-511.

5. Purpose

The Tenant may use the Premises for a Branch of the Apache County Library District and for no other purpose.

6. Rent

Tenant shall pay to Landlord as Rent the Amount of Eight Hundred Fourteen dollars and thirty four cents (\$814.34) payable (herein after referred to as the Rent), in advance

without demand on or before the First day of each payment period at P.O. Box 45, Greer, AZ 85927, or at such other place as the parties might agree upon.

Landlord shall pay all general real estate and property taxes due during the Lease term on the Premises.

7. Assignment and Subleasing

The tenant shall not assign this Agreement, or sublease or grant any license to use the Premises part thereof without the prior written consent of the Landlord. Any sublease or license without the prior written consent of the Landlord or an assignment or subleasing by operation of law shall be absolutely null and void and, at the Landlord's option, shall terminate this Agreement.

8. Improvements and Repairs

Tenant shall make no alterations or improvements to the Premises without first obtaining the written consent of the Landlord. The Landlord shall also be solely responsible for repairs or improvements to the structure and to the exterior of the building.

9. Insurance

If the Premises or any other part of the Building is damaged by fire or other casualty resulting from act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for all such repairs.

Landlord shall maintain fire and insurance coverage on the Building and the Premises in amounts as Landlord shall deem appropriate.

Tenant shall be responsible, at its expense, for insurance on all of its personal property, including any items the Tenant has brought into and/or installed on the Premises.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with premiums thereon fully paid on or before due date. Such insurance to afford minimum protection of not less than One Million dollars (\$1,000,000) combined single limit coverage of bodily injury, property damage or combination thereof. Each will name the other as an additional insured on their policy and furnish each other with proof of insurance.

Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

10. Utilities

Landlord will provide the following utilities water, electricity, sewer, heating and trash pickup. Tenant will be responsible for all its telephone and internet expenses and any other services which may be required.

11. Snow Services

Landlord will provide snow removal, which will include the parking lot, handicapped parking, front sidewalk and front porch.

12. Signs

Tenant may not erect any sign without permission of the Landlord.

13. Parking

Tenant is granted a non-exclusive right for use of the common parking areas of the building.

14. Building Rules.

Tenant will comply with rules adopted by the Landlord. Such rules are to be reasonable and submitted in writing.

15. Governing Law.

This lease is governed by the laws of the State of Arizona.

Signature PL Mosher

PL Mosher, President
CGFA Board of Directors

Date: 5.27.17

Executed this _____ day of 2017

Signature _____

Apache County Library District

Pros and Cons of continuing to lease the Greer Memorial Library from the Greer Community Facilities Association for \$814.34 per month.

Pros

- Established location of the Greer Memorial Library
- Continued library services
- Continued good relations with the Greer community
- Monthly rent includes electricity, water, sewer, and heat

Cons

- No other available building for the library
- Moving a library is not an easy task
- Loss of community trust

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 1, 2017 *SueAn 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 Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2017 through June 30, 2018 at the rate of \$25.00 per month.

BOS Meeting Date Requested: June 20, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature *[Signature]*

Finance Review:

Signature *[Signature]*

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials *hwo*

LEASE AGREEMENT

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

LEASED PREMISES

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

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

TERM

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

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$25.00 per month, with the first payment to occur on or before the 1st day of July, 2017. Thereafter, rent shall become due and payable on the first day of every month.

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

BREACH

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

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

INSPECTION OF PREMISES

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

MAINTENANCE OF PREMISES

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

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

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

TERMINATION OF AGREEMENT

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

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

DESTRUCTION OF PREMISES

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

UTILITIES

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

SIGNAGE

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

INSURANCE

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

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

MEDIATION AND JURISDICTION

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

ENTIRE AGREEMENT

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

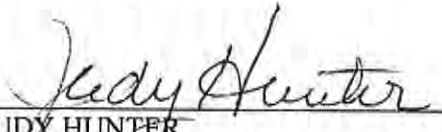
MODIFICATION

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

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

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

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



JUDY HUNTER
President, Vernon Domestic Water
Improvement District Board

Pros and Cons of continuing to rent office space to Vernon Domestic Water Improvement District in anterior portion of the Vernon Public Library building at \$25.00 per month.

Pros

- Providing office space for local businesses not otherwise available in the area (It seems to me that when the building was purchased by the Library District for a minimal amount, part of the plan was to hopefully offer space to be rented by entities in the Vernon area at a low cost.)
- Continued good relations with the Vernon community
- Greater security of the building in that people are in and out and aware of the surrounding space

Cons

- Chance of damage to building
- Wear on building
- Limited use of the building

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 *SueAn 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 Apache County Library District and the Vernon Community Park Committee from July 1, 2017 through June 30, 2018 at the rate of \$25.00 per month.

BOS Meeting Date Requested: June 20, 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

LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Vernon Community Park Committee, Vernon, Arizona

LEASED PREMISES

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

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

TERM

This lease shall be for a term of 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 \$25.00 per month, with the first payment to occur on or before the 1st day of July, 2017. Thereafter, rent shall become due and payable on the first day of every month.

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

BREACH

Lessee understands that 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 operating a monthly Community Food Bank. The Vernon Food Pantry will store and distribute perishable and non-perishable foods from said office. Lessee shall not substantially change from such type of business operations without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

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

INSPECTION OF PREMISES

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

MAINTENANCE OF PREMISES

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

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

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

TERMINATION OF AGREEMENT

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

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

DESTRUCTION OF PREMISES

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

UTILITIES

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

SIGNAGE

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

INSURANCE

The Lessee agrees to indemnify, defend and hold harmless the Lessor and its officers and employees from any claims, damages, losses and expenses arising or alleged to have arisen from the operation of the Vernon Food Pantry and the distribution of food products by the Lessor or Vernon Food Pantry.

For the term of this Lease Agreement and any subsequent renewal of the lease, Lessee shall purchase and maintain commercial general liability insurance with limits of \$1,000,000 per occurrence, a \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate. The policy shall contain a waiver of subrogation against the Lessor and name the Lessor and its employees as an additional insured.

For the term of this Lease Agreement and any subsequent renewal of the lease, the Lessor shall maintain general liability insurance of \$1,000,000 and evidence of that insurance by providing Lessee with a Certificate of Insurance.

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



PAULA JOHNSON
President, Vernon Community Park Committee

Pros and Cons of continuing to rent office space to Vernon Community Park Committee in anterior portion of the Vernon Public Library building at \$25.00 per month.

Pros

- Providing access to services for low income residents not otherwise available in the area (The Park Committee runs the food pantry for the area.)
- Continued good relations with the Vernon community
- Greater security of the building in that people are in and out and aware of the surrounding space

Cons

- Chance of damage to building
- Wear on building
- Limited use of the building

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Doyel Shamley, District II

Date/Signature:

6/12/17 [Signature]

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

Chris Bagnoli, AZGFD, Paul Greer, AZGFD and John Oakleaf, USFWS: Presentation and update on the Mexican Gray Wolf re-introduction.

BOS Meeting Date Requested 6/20/17

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

[Signature]

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

Winkler *JCO*

- 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 Memorandum of Understanding with County and the United States Game and Fish for the reintroduction of the Mexican Grey Wolf.

BOS Meeting Date Requested 6/20/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

[Handwritten Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

[Handwritten Initials]

Memorandum of Understanding
For the Reintroduction and Management of the Mexican Wolf

This Memorandum of Understanding (hereafter MOU) establishes a framework for collaboration that enables the signatory agencies to implement a long-term, scientifically based program to reintroduce and manage Mexican wolves (*Canis lupus baileyi*) in Arizona and New Mexico to contribute toward the recovery of this endangered subspecies. This MOU is made and entered into by and among the following Federal, State, Tribal and County agencies.

Lead Agencies. Lead Agencies have regulatory jurisdiction and management authority over Mexican wolves and/or have regulatory jurisdiction and management over the lands that Mexican wolves occupy in Arizona and New Mexico and/or expertise in resolving conflicts between humans and wildlife, including threatened and endangered species. Lead Agencies include those Native American Tribes, Pueblos, and Nations that are managing for the recovery of Mexican wolves.

1. Arizona Game and Fish Department (AGFD), as authorized to enter into MOUs as the administrative agent of the Arizona Game and Fish Commission, A.R.S. § 17-231.B.7; as authorized by Arizona Revised Statutes (Title 17) and by a Cooperative Agreement executed in 1985 by AGFD and USFWS, pursuant to Section 6 of the Endangered Species Act of 1973, as amended (ESA); a Memorandum of Understanding executed in 2008 with USFWS for ESA implementation in Arizona; and as authorized under permits issued to AGFD by USFWS under ESA Section 10;
2. United States Department of Agriculture (U.S.D.A.) Animal and Plant Health Inspection Service, Wildlife Services (WS), as authorized to enter into MOUs, Animal Damage Control Act of March 2, 1931, as amended; 7 USC §§ 426-426b and 426c);
3. U.S.D.A. Forest Service Southwestern Region (USFS), as authorized under the Multiple-Use Sustained-Yield Act of 1960 (16 U.S.C. §§ 528-531), National Forest Management Act of 1976 (16 U.S.C. §§ 1600 et seq.), and the ESA;
4. United States Department of the Interior (U.S.D.I.) Bureau of Land Management (BLM), as authorized under the Federal Land Policy and Management Act of 1976, (43 U.S.C. 1701 -1787), and the ESA;
5. U.S.D.I. Fish and Wildlife Service Region 2 (USFWS), as authorized under the ESA;
6. U.S.D.I. National Park Service (NPS), as authorized to manage wildlife under 54 U.S.C. 100101(a) and other applicable NPS statutes,
7. White Mountain Apache Tribe (WMAT), as authorized to enter into MOUs, i.e. Article IV Section 1 of the Tribal Constitution
8. Cooperating Entities. Cooperating Entities are responsible for representing constituency interests while striving to make reintroduction compatible with current and planned human activities, such as livestock grazing, hunting, and recreation. The Arizona Counties of Gila, Graham, Greenlee, Navajo, and the Eastern Arizona Counties Organization (EACO) are Cooperating Entities, as authorized by the State of Arizona, which enables counties to protect the health, safety, and welfare of its citizens, pursuant to Arizona Revised Statutes § 11-806(b), as well as County laws, including County land-use plans, water and watershed plans, and environmental, natural resource, and cultural resource laws and policies.

Collectively, all Lead Agencies and Cooperating Agencies to this MOU are hereafter referred to as Signatories.

Witnesseth

WHEREAS, the ESA declared the policy of Congress to be “that all Federal departments and agencies shall seek to conserve endangered species and threatened species and shall utilize their authorities in furtherance of the purposes of this Act;”

WHEREAS, the Signatories are committed to establishing and maintaining an ecologically and socially appropriate balance between the conflicting pressures of establishing a wild Mexican wolf population and preventing or alleviating negative impacts that wolf depredation might have on livestock or wildlife; and

WHEREAS, many Signatories have participated in Mexican wolf reintroduction since 2003 or earlier under previous interagency MOUs; all parties have agreed it would best serve all interests to establish a new MOU that provides a long-term framework for collaboration in Mexican wolf reintroduction and management in accordance with the 2015 10(j) Rule.

NOW THEREFORE, the Signatories enter into this MOU to accomplish its purpose and objectives as stated below:

Purpose

The primary purpose of this MOU is to establish a framework for collaboration that enables the signatory agencies to implement a long-term, scientifically based program to reintroduce and manage Mexican wolves in Arizona and New Mexico within the Mexican Wolf Experimental Population Area (hereafter MWEPA¹) as defined in the 2015 10(j) Rule.

Objectives

The objectives of this MOU are as follows:

1. Further the conservation of the Mexican wolf through a long-term effort to reestablish a wild population in the MWEPA and on participating Tribal Trust Lands.
2. Collaborate regarding the management of Mexican wolves that occur within the MWEPA as a result of reintroduction in the United States or Mexico.
3. Collaborate regarding the management of Mexican wolves to achieve annual and long-term

¹ The MWEPA includes the area established in the 2015 10(j) Rule, which includes all of Arizona and New Mexico between Interstate 40 and the U.S./Mexico International border. In accordance with the 2015 10(j) Rule, the USFWS can establish management agreements with State game and fish agencies and tribes for the management of Mexican wolves. Tribes can also request the removal of Mexican wolves from tribal lands.

population objectives, as defined in the 2014 Final EIS and 2015 10(j) Rule.

4. Ensure that efforts toward Mexican wolf conservation are productively integrated with, and appropriately balanced by, programs that prevent, reduce or mitigate negative impacts that Mexican wolf reintroduction might have on lawful uses of Federal, state, and private lands, and participating Tribal Trust Lands. Toward that end, the Signatories will work with existing programs, including the Mexican Wolf/Livestock Council, the Livestock Indemnity Program under the Farm Services Agency, and the Arizona Livestock Loss Board to provide funding for such measures. In addition, the Signatories will assist in implementing any other program that can help reduce wolf/livestock conflicts or alleviate the impacts of livestock depredation by wolves, while enabling progress toward the conservation of Mexican wolves.
5. Foster cooperation that improves the science-based foundation for Project success by actions that include conducting or facilitating research necessary to accomplish Project goals and developing Standard Operating Procedures to guide the management of the experimental population consistent with the 2015 10(j) Rule.
6. Encourage commitment of sufficient resources (including funding, staff, equipment, etc.) to mutually agreeable Project guidance, practices, performance and results in each of the areas delineated above.
7. Share timely information, as appropriate, with the public regarding the Mexican Wolf Recovery Program to foster transparent and effective communications regarding the goals of the Program and the commitments under this MOU.

Framework:

1. The Signatory to the MOU for each Lead Agency, or designee, will serve as a member of the Executive Committee. The purpose of the Executive Committee is to provide input to decisions on actions and resources necessary for the reintroduction and management of the Mexican wolf. The Executive Committee recognizes that USFWS may make decisions within its statutory authority regardless of Executive Committee input. USFWS will strive to incorporate Executive Committee input into decisions regarding the reintroduction and management of Mexican wolves to the maximum extent practicable.
2. The Cooperating Entities will collectively designate a single representative to participate in the Executive Committee meetings. Cooperating Entities will provide information and recommendations through the representative to the Executive Committee to improve management of Mexican wolves and reduce conflicts with other human activities. The Executive Committee may also invite Cooperating Entities to participate in meetings to provide information on particular issues.

3. Each Signatory to the MOU will designate a representative(s) to serve as a member of the Management Team. The purpose of the Management Team is to oversee the activities of the Interagency Field Team (IFT) and to provide information to the Executive Committee on pending actions and resource needs for Mexican wolf reintroduction and management.
4. The Management Team will be routinely updated by the IFT and the USFWS on Mexican wolf recovery planning and Reintroduction Project activities.
5. The Management Team will review or develop:
 - a. Interagency annual work plans
 - b. Budgets
 - c. Standard Operating Procedures (SOP's) to be consistent with the 2015 10(j) Rule
 - d. Outreach materials and processes
 - e. Annual and monthly reports
 - f. Initial Release and Translocation Plans
6. IFT members will consist of Lead Agency employees whose primary duties involve on-the-ground management of Mexican wolves.
7. The non-Federal parties will provide input into operational decisions to the Service through the following processes:

The State or Tribal (jurisdictional) IFT lead (IFTL) and the USFWS IFTL will manage all day-to-day issues within the guidance of SOP's (e.g., non-aerial population monitoring, trapping for monitoring purposes, food caches, depredation assignments), through informal discussion and coordination with the entire IFT, and will inform the MOU Signatories of the decision, as appropriate. In the event of disagreement on how to resolve a management issue, the USFWS IFTL will make the decision. For issues that require dispute resolution, the IFT will refer to the "Dispute Resolution and Decision Making" sections of this document.

- b. For releases, translocations and management removals, the USFWS IFTL and jurisdictional IFTL will develop a joint recommendation after soliciting input from the entire IFT.
 - (i) The recommendation should incorporate input from all IFT members, but at a minimum will capture concerns and/or recommendations from the jurisdictional IFTL representatives.
 - (ii) The recommendation will be forwarded from the IFT to the jurisdictional agency (i.e., state or tribe) and USFWS Management Team members for distribution to the

entire Management Team for comment. After receiving and incorporating comments from the Management Team, the recommendation will be forwarded to the appropriate MOU Signatory for decision, as described in the SOP for the operational decision.

- (iii) Situations that require an immediate management response (e.g., removal of a wolf for safety concerns) will be authorized by the USFWS with notification to the Management Team as soon as possible.
 - (iv) The USFWS will develop a memorandum of decision (e.g., for removal of a problem wolf) with input from the other Signatories and will forward the decision to the other MOU Signatories.
 - (v) For issues that require dispute resolution, the IFT will refer to the “Dispute Resolution and Decision Making” section of this document.
8. On non-Tribal lands and in the absence of a state lead, the USFWS’s Regional Director will make a decision on moving forward with management of Mexican wolves in accordance with the 2015 10(j) Rule.

9. Dispute Resolution and Decision Making

IFT disputes will be raised to the USFWS IFTL and jurisdictional IFTL. If the dispute is not resolved, the issue will be raised to the USFWS Field Projects Coordinator, AZGFD Regional Supervisor, and FS liaison for resolution. If the dispute still cannot be resolved at this level, it will be forwarded to involved Management Team (MT) representatives for resolution. If MT members are not able to resolve the dispute, MT members will format IFT recommendations and provide any additional information necessary for Executive Committee’s consideration.

10. Coordination:

- a. The Executive Committee members, or their designees, will meet at least twice each year. At least one of these meetings will be in person
- b. The Management Team will meet in person at least twice each year; at least one of these meetings will be in conjunction with a meeting of the Executive Committee. Additional meetings may occur in person or via other technology.
- c. The Executives Committee, the Management Team, and the IFT will explore work group paradigms to effectively incorporate a wide diversity of opinions to achieve Project goals.
- d. IFT will meet a minimum of every other month.

11. Outreach to non-tribal landowners and the public on Mexican wolf issues will be coordinated among the MOU Signatories, as practicable.
12. Outreach to tribal members will be coordinated among tribal, state, and federal agencies as practicable.
13. Press releases will be provided to MOU Signatories concurrent with, or prior to, the release to the media, as feasible.

Collaborative Roles and Responsibilities of the Signatories to this MOU:

14. The AGFD will provide a Field Team Leader to serve as the AGFD lead field representative, and other full time staff and will provide, upon Commission approval, all necessary AGFD authorizations and permits, as approved by the Commission, to all Signatories on a timely basis, as sanctioned under applicable laws. The AGFD will provide coordinated information to all interested parties relative to the Mexican wolf.
15. WS will assist with Project research needs through their research branch and will, subject to available funding, provide Depredation Specialist(s) to the IFT, who will: 1) investigate depredations; 2) trap and manage wolves involved in depredations as authorized by USFWS; and 3) provide assistance and input on IFT issues and priorities.
16. The USFS will provide a liaison to the IFT to: 1) serve as the primary liaison between the IFT and USFS on all project-related issues that pertain to USFS-managed lands, USFS permittees, and others Forest users; 2) provide coordination between the various USFS District Rangers/Wildlife Staff/Regional Office and the IFT on project-related activities and issues; 3) provide assistance and input on IFT issues and priorities; and 4) facilitate project needs for obtaining necessary USFS authorizations, permits, environmental analyses, and closure orders.
17. BLM will: The BLM will coordinate Mexican wolf management efforts related to BLM-managed public lands in Arizona and New Mexico, with Signatories, and facilitate communication and coordination with, and between, public lands users and Signatories to achieve the purpose of this MOU. The BLM will provide a liaison to the IFT when Mexican wolves become established on BLM-managed public lands or management situations warrant increased BLM involvement to: 1) serve as the primary liaison between the IFT and BLM on all project-related issues that pertain to BLM-managed lands, BLM permittees, and other public land users; 2) provide coordination between the various BLM District Offices/Field Offices/Wildlife Staff and the IFT on project-related activities and issues; 3) provide assistance and input on IFT issues and priorities; and 4) facilitate project needs for obtaining necessary BLM authorizations, permits and environmental analyses.
18. USFWS is responsible for recovery of the Mexican wolf and for implementation of the Mexican Wolf Reintroduction Project. USFWS will: 1) develop a revised Mexican Wolf

Recovery Plan that will provide recovery and delisting criteria by the end of November 2017; 2) develop any necessary revisions to the existing nonessential experimental population rule pursuant to section 10(j) of the Endangered Species Act (ESA); 3) lead the development of appropriate National Environmental Policy Act documents for the Recovery Program and Reintroduction Project; 4) provide a Mexican Wolf Field Projects Coordinator and an Interagency Field Team Lead; 5) manage the captive breeding program to ensure appropriate wolves (in terms of genetics and behavior) are available for releases and translocations, lead development and dissemination of public education outreach and informational materials regarding the recovery program, 6) provide all necessary USFWS authorizations and permits to all Signatories on a timely basis, as sanctioned under applicable laws, and 7) obtain all necessary AGFD authorizations or permits in accordance with applicable Federal law and regulations.

19. The NPS is primarily responsible for management of all wildlife, including species listed under the ESA, on lands and waters designated by Congress as part of the National Park system . The NPS will continue to conserve wolves as directed by the Organic Act of 1916, as guided by additional NPS authorities and policies, and each park's enabling legislation, and will continue to develop innovative and effective strategies to conserve the Mexican wolf on NPS lands in their ecological context within their historic range. Under the 2015 Mexican Wolf 10(j) rule, Mexican wolves dispersing onto NPS lands outside the 10j area will be protected as an endangered species under ESA, and section 10(a)(1)(A) provisions for research and recovery would be subject to NPS research permitting authorities and policies while those animals reside within NPS unit boundaries. Under 10j provisions, Mexican wolves on NPS lands within the 10j area will receive protection as a threatened species, and likewise section 10(a)(1)(A) provisions would be subject to NPS research permitting authorities and policies.
20. White Mountain Apache Tribe Game and Fish Department is responsible for the management of wildlife on the Fort Apache Indian Reservation. The WMAT Mexican Wolf Project is responsible for implementing the Reintroduction Project on the Fort Apache Indian Reservation, in Arizona, and voluntarily providing assistance on non-tribal lands in Arizona and New Mexico as requested by the appropriate agency. The WMAT Game and Fish Department will provide a Mexican Wolf Biologist/Field Team Leader to serve as the WMAT lead field representative and other full time staff
21. Counties and EACO will: 1) enhance communication with other interested parties and the public to keep them informed on the Project and the Recovery Program; 2) provide logistical and other support as necessary for the Reintroduction Project; 3) coordinate impact

assessments and mitigation measures that may occur from reintroduction and recovery of the Mexican wolf, on health, safety, and welfare of the Counties and their residents.

It is Mutually Agreed and Understood by and among the Signatories in this MOU that:

1. The Signatories are primarily a coordinating body who have agreed through this MOU to collaborate in developing consensus-based recommendations to the maximum extent practicable subject to applicable law and acceptance by the appropriate jurisdictional agency. Collaboration pursuant to this MOU shall not abrogate nor shall it be construed to abrogate the jurisdictional or other legal authorities of any Signatory or of any other entity, including State and Tribal trust authorities for wildlife and wildlife management. All responsibilities, obligations, authorities, and discretion granted by applicable law to each of the Signatories shall be maintained.
2. Tribes: The USFWS will maintain government -to -government relationships with Tribal entities in a fashion consistent with Statements of Relationships, Secretarial Order 3206, Tribal Wolf Management Plans, Information Management Protocols, and all other applicable Federal laws, regulations, policies and treaties. The Tribes have broad police and management authorities for wildlife inherent in treaty rights and the above agreements. For example, the USFWS and the White Mountain Apache Tribe manage wolves under a management agreement which recognizes tribal authority on the Fort Apache Indian Reservation. Tribes may voluntarily be involved in other processes associated with the signatories and may request the assistance of other signatory agencies in the management of Mexican wolves on Tribal Trust lands.
3. Certain discussions or documents provided to the MOU Signatories or their designees will contain information on the Mexican Wolf Reintroduction Program that is confidential, but is provided to the Program's IFT, Management Team, and/or Executive Committee for deliberative and advisory purposes. Signatories to this MOU acknowledge the confidential nature of this information and that it is, accordingly, not intended for distribution or discussion outside of the IFT, Management Team, or Executive Committee. The signatories agree to maintain the confidentiality of the information they receive, to the extent permitted by law (e.g., FOIA or state public records law), and to limit its distribution or discussion outside of the IFT, Management Team, or Executive Committee solely to their organizational leadership, as required and appropriate, on a strictly need-to- know basis.
4. The terms of this MOU are contingent upon sufficient resources being available to the Signatories for performance of this MOU, and nothing in this MOU commits a party to the expenditure of funds that are not appropriated or allocated. The Signatories will develop work plans each year, develop budgets and, as funding is available from all sources, assess priorities and apply the available funding to those priorities. Decisions as to whether sufficient resources are available to each Signatory shall be determined by each Signatory, shall be accepted by all other Signatories, and shall be final.
5. Specific work projects or activities that involve transfer of funds, services or property

among the Signatories shall require execution of separate agreements or contracts and be contingent upon the availability of appropriated or other funds. Appropriate statutory authority must independently authorize such activities; this MOU does not provide such authority. Negotiation, execution and administration of each such separate agreement or contract must comply with all applicable statutes and regulations. Nothing in this MOU shall obligate the Signatories to encumber or transfer any funds, expend appropriations, or to enter into any contract or other obligations.

6. This MOU is not intended to, and does not create or establish, any substantive or procedural right, benefit, trust responsibility, claim, cause of action enforceable at law, or equity in any administrative or judicial proceeding by a party or non-party against any party or against any employee, officer, agent, or representative of any party.
7. The Signatories in this MOU and their respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU, except when transfers of funds are authorized by separate agreements or contracts. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Employee assignment to the Project is subject to approval by the employing agency.
8. Any information provided to the Federal Agencies under this instrument may be subject to release under the Freedom of Information Act (5 U.S.C. 552) (FOIA) or state public records law. However, nothing in this MOU shall be construed to affect the applicability of the exemptions set forth in 5 U.S.C. 552 (b).
9. In accordance with Secretarial Order 3206, to the extent consistent with the provisions of the Privacy Act, FOIA, and the Federal Agencies' abilities to continue to assert FOIA exemptions with regard to FOIA requests, the Federal Agencies shall make available to an Indian tribe all information held by the Federal Agencies which is related to its Indian lands and tribal trust resources. In the course of the mutual exchange of information, the Federal Agencies shall protect, to the maximum extent practicable, tribal information which has been disclosed to or collected Federal Agencies. Federal Agencies shall promptly notify and, when appropriate, consult with affected tribes regarding all requests for tribal information relating to the administration of the ESA.
10. This instrument in no way restricts the Signatories from participating in similar activities with other public or private agencies, organizations and individuals. This MOU does not modify or supersede other existing agreements between or among any of the Signatories.
11. This MOU takes effect on the date of the last signature of approval and shall remain in effect for five years after the date of the last signature. The Signatories will review the MOU prior to its scheduled expiration and extend it if so desired. Any Signatory may withdraw from this MOU with a 60-day written notice to the other Signatories. Withdrawal by one party shall not obligate any other Signatory to withdraw nor shall it affect continued cooperation among remaining parties to this MOU. Further:

12. In accordance with the laws of the State of Arizona, all parties are hereby put on notice that the State of Arizona participation in this MOU is subject to cancellation pursuant to A.R.S. § 38-511.
13. This MOU may be amended at any time to include additional Signatories. An entity requesting Signatory status shall submit its request to the Signatories in the form of a document defining the requesting agency's proposed responsibilities pursuant to this MOU. Inclusion of additional Signatories shall be approved by majority voice concurrence of current Signatories. On approval, the new Signatory must comply with all aspects of the MOU as it was structured when its request for Signatory status was approved.
14. Conflicts between or among Signatories concerning this MOU that cannot be resolved at the lowest possible level shall be referred to the next higher level, as necessary, for resolution.
15. Each Signatory shall identify principal implementation and contract administration contacts for this MOU and provide their contact information to the other Signatories. Agencies may change their contact(s) by written notification to all Signatories. Contact changes by one Signatory shall not require concurrence of other Signatories.
16. This MOU is not a Federal contract, rule or regulation. This MOU shall not be construed as or interpreted to be final Federal agency action.
17. This MOU is subject to all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); and (b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686).
18. No member of or delegate to Congress shall be entitled to any share or part of this MOU, or to any benefit that may arise from it.
19. The provisions of any statutes and/or regulations cited in this MOU contain legally binding requirements. The MOU itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, this MOU does not impose legally binding requirements on the Parties that conflict with statute or regulations, nor does it create a legal right of action for the Parties or any third party.
20. Nothing in this MOU may be construed as creating any sort of exclusive arrangement between an agency or agencies, tribes and the non-federal Signatory.
21. Unless expressly provided by law, personnel or volunteers of one Signatory shall not be considered to be agents or employees of the other Signatory for any purpose, and no joint venture or principal-agent relationship shall be deemed to exist. The personnel and volunteers of one Signatory are not entitled to any of the benefits that the other Signatory provides for its employees or volunteers. This MOU shall not make or be deemed to make employees of one Signatory subject to supervision by employees of another Signatory.

22. On behalf of itself, its officers, directors, members, employees, agents and representatives, each Signatory agrees that it will be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other Signatory, nor the results thereof. Each Signatory therefore agrees that it will assume the risk and liability to itself, its agents, employees and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the Signatory's own operations and/or the operation of its agents, employees and/or volunteers under this MOU. Each Signatory further releases and waives all claims against the other Signatory for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this MOU, including without limitation any loss, cost, damage, expense, personal injury, death, claim or other liability arising out of the other Signatory's negligence, provided, however, that either Signatory may agree to voluntarily compensate the other for damage to equipment. NOTE: This provision does not apply to agencies within the U.S. Department of Agriculture.

IN WITNESS WHEREOF:

The Signatories hereto have executed the MOU as of the last written date below.

Larry D. Voyles

Larry D. Voyles, Director
Arizona Game and Fish Department

Date

Jason R. Suckow

Regional Director, Western Region
USDA APHIS/Wildlife Services

Date

Cal Joyner

Regional Forester
USDA Forest Service Southwestern Region

Date

Benjamin N. Tuggle

Benjamin N. Tuggle, Director, Southwest Region
U.S. Fish and Wildlife Service

Date

Sue Masica

Intermountain Regional Director
U.S. Park Service

Date

Raymond Suazo

State Director
Bureau of Land Management, Arizona State Office

Date

Amy Lueders

State Director
Bureau of Land Management, New Mexico State Office

Date

Ronnie Lupe

Ronnie Lupe, Chairman
White Mountain Apache Tribe

Date

Tommie Martin

Apache County (AZ) Board of Supervisors

Date

Dr. Joe Shirley, Jr.

Gila County (AZ) Board of Supervisors

Date

Drew John

Graham County (AZ) Board of Supervisors

Date

Ron Campbell

Greenlee County (AZ) Board of Supervisors

Date

Jason Whiting

Navajo County (AZ) Board of Supervisors

Date

Pascal Berlioux

Executive Director
Eastern Arizona Counties Organization

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:

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

Request approval of demands as distributed to the Apache County Board of Supervisors between June 6, 2017 to June 20, 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 6/20/17

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

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054981	06/06/2017	Accounts Payable	ADVERTISING IDEAS	380.00
Open	NBAZ - Warrant Clearing Account	Check	1054982	06/06/2017	Accounts Payable	ALLEGRA	3,095.01
Open	NBAZ - Warrant Clearing Account	Check	1054983	06/06/2017	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	581.31
Open	NBAZ - Warrant Clearing Account	Check	1054984	06/06/2017	Accounts Payable	APACHE COUNTY	378.63
Open	NBAZ - Warrant Clearing Account	Check	1054985	06/06/2017	Accounts Payable	APACHE COUNTY	38.50
Open	NBAZ - Warrant Clearing Account	Check	1054986	06/06/2017	Accounts Payable	ASHTONS REPAIR INC	114.51
Open	NBAZ - Warrant Clearing Account	Check	1054987	06/06/2017	Accounts Payable	AZ ASSN OF COUNTIES	335.00
Open	NBAZ - Warrant Clearing Account	Check	1054988	06/06/2017	Accounts Payable	AZ ASSN OF COUNTIES	335.00
Open	NBAZ - Warrant Clearing Account	Check	1054989	06/06/2017	Accounts Payable	AZ BRAKE & CLUTCH SUPPLY	716.37
Open	NBAZ - Warrant Clearing Account	Check	1054990	06/06/2017	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,510.00
Open	NBAZ - Warrant Clearing Account	Check	1054991	06/06/2017	Accounts Payable	AZ SECRETARY OF STATE	8,339.73
Open	NBAZ - Warrant Clearing Account	Check	1054992	06/06/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	139.80
Open	NBAZ - Warrant Clearing Account	Check	1054993	06/06/2017	Accounts Payable	BEGAY, CODY DON	174.00
Open	NBAZ - Warrant Clearing Account	Check	1054994	06/06/2017	Accounts Payable	BEGAY, SARAH MAE	475.00
Open	NBAZ - Warrant Clearing Account	Check	1054995	06/06/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	132.66
Open	NBAZ - Warrant Clearing Account	Check	1054996	06/06/2017	Accounts Payable	BOOT BARN	383.76
Open	NBAZ - Warrant Clearing Account	Check	1054997	06/06/2017	Accounts Payable	BOWMAN, GLORIA	414.29
Open	NBAZ - Warrant Clearing Account	Check	1054998	06/06/2017	Accounts Payable	BRADCO	25,264.97
Open	NBAZ - Warrant Clearing Account	Check	1054999	06/06/2017	Accounts Payable	BRAGIEL, MICHAEL T	49.96
Open	NBAZ - Warrant Clearing Account	Check	1055000	06/06/2017	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	111.98
Open	NBAZ - Warrant Clearing Account	Check	1055001	06/06/2017	Accounts Payable	CASTILLO, MAYRA E	791.22
Open	NBAZ - Warrant Clearing Account	Check	1055002	06/06/2017	Accounts Payable	CELLULAR ONE NE AZ	96.99
Open	NBAZ - Warrant Clearing Account	Check	1055003	06/06/2017	Accounts Payable	CIRIVELLO, MICHAEL V	39.00
Open	NBAZ - Warrant Clearing Account	Check	1055004	06/06/2017	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1055005	06/06/2017	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,527.64
Open	NBAZ - Warrant Clearing Account	Check	1055006	06/06/2017	Accounts Payable	DISH NETWORK	106.12
Open	NBAZ - Warrant Clearing Account	Check	1055007	06/06/2017	Accounts Payable	EMPIRE MACHINERY	254.07
Open	NBAZ - Warrant Clearing Account	Check	1055008	06/06/2017	Accounts Payable	ERNIES FIRE EXTINGUISHER	884.00
Open	NBAZ - Warrant Clearing Account	Check	1055009	06/06/2017	Accounts Payable	FITE, ROBERT L	62.60
Open	NBAZ - Warrant Clearing Account	Check	1055010	06/06/2017	Accounts Payable	FREEMAN, JOHN L Junior	49.86
Open	NBAZ - Warrant Clearing Account	Check	1055011	06/06/2017	Accounts Payable	FRONTIER	100.24
Open	NBAZ - Warrant Clearing Account	Check	1055012	06/06/2017	Accounts Payable	FRONTIER	98.19
Open	NBAZ - Warrant Clearing Account	Check	1055013	06/06/2017	Accounts Payable	FRONTIER	14.50
Open	NBAZ - Warrant Clearing Account	Check	1055014	06/06/2017	Accounts Payable	FRONTIER	428.76
Open	NBAZ - Warrant Clearing Account	Check	1055015	06/06/2017	Accounts Payable	GALL'S INC	878.16
Open	NBAZ - Warrant Clearing Account	Check	1055016	06/06/2017	Accounts Payable	GALLUP LUMBER & SUPPLY	118.02
Open	NBAZ - Warrant Clearing Account	Check	1055017	06/06/2017	Accounts Payable	GOODYEAR AUTO SERVICE	237.48
Open	NBAZ - Warrant Clearing Account	Check	1055018	06/06/2017	Accounts Payable	GOULD, RUSSELL	150.00
Open	NBAZ - Warrant Clearing Account	Check	1055019	06/06/2017	Accounts Payable	GRAVES PROPANE CO INC	468.57
Open	NBAZ - Warrant Clearing Account	Check	1055020	06/06/2017	Accounts Payable	GREER, YVETTE L	120.55
Open	NBAZ - Warrant Clearing Account	Check	1055021	06/06/2017	Accounts Payable	GREGORY, MARSHA ANN	275.31
Open	NBAZ - Warrant Clearing Account	Check	1055022	06/06/2017	Accounts Payable	HERRERA, ROSCOE GEORGE	84.00
Open	NBAZ - Warrant Clearing Account	Check	1055023	06/06/2017	Accounts Payable	HILL AZ GROCERY STORE	59.07
Open	NBAZ - Warrant Clearing Account	Check	1055024	06/06/2017	Accounts Payable	HILL AZ GROCERY STORE	47.30

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1055025	06/06/2017	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	200.00
Open	NBAZ - Warrant Clearing Account	Check	1055026	06/06/2017	Accounts Payable	HOUNSHELL, BRIAN	65.98
Open	NBAZ - Warrant Clearing Account	Check	1055027	06/06/2017	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	897.29
Open	NBAZ - Warrant Clearing Account	Check	1055028	06/06/2017	Accounts Payable	IMPACT TELECOM	150.85
Open	NBAZ - Warrant Clearing Account	Check	1055029	06/06/2017	Accounts Payable	INGRAM LIBRARY SERVICES	200.58
Open	NBAZ - Warrant Clearing Account	Check	1055030	06/06/2017	Accounts Payable	JENNINGS HAUG & CUNNINGHAM LLP	4,679.00
Open	NBAZ - Warrant Clearing Account	Check	1055031	06/06/2017	Accounts Payable	JENSON, STEVEN E	133.30
Open	NBAZ - Warrant Clearing Account	Check	1055032	06/06/2017	Accounts Payable	JOY, DAVID G	189.85
Open	NBAZ - Warrant Clearing Account	Check	1055033	06/06/2017	Accounts Payable	JUMBO, ALVIN D	174.00
Open	NBAZ - Warrant Clearing Account	Check	1055034	06/06/2017	Accounts Payable	KETTLE EMBROIDERY LLC	132.36
Open	NBAZ - Warrant Clearing Account	Check	1055035	06/06/2017	Accounts Payable	LATHAM, MICHAEL	8,735.60
Open	NBAZ - Warrant Clearing Account	Check	1055036	06/06/2017	Accounts Payable	LEE, CHYRELLE F	143.38
Open	NBAZ - Warrant Clearing Account	Check	1055037	06/06/2017	Accounts Payable	LEE, HEATHER JOY	776.30
Open	NBAZ - Warrant Clearing Account	Check	1055038	06/06/2017	Accounts Payable	LEWIS, JONATHAN	595.45
Open	NBAZ - Warrant Clearing Account	Check	1055039	06/06/2017	Accounts Payable	LINCOLN, TRAVIS	174.00
Open	NBAZ - Warrant Clearing Account	Check	1055040	06/06/2017	Accounts Payable	LIVCO WATER & SEWER COMPANY	150.35
Open	NBAZ - Warrant Clearing Account	Check	1055041	06/06/2017	Accounts Payable	LOOMIS	573.58
Open	NBAZ - Warrant Clearing Account	Check	1055042	06/06/2017	Accounts Payable	MINGUS MOUNTAIN ACADEMY	10,050.00
Open	NBAZ - Warrant Clearing Account	Check	1055043	06/06/2017	Accounts Payable	MIRANDA, OSCAR R	60.24
Open	NBAZ - Warrant Clearing Account	Check	1055044	06/06/2017	Accounts Payable	MISSION UNIFORM & LINEN	326.95
Open	NBAZ - Warrant Clearing Account	Check	1055045	06/06/2017	Accounts Payable	MORGAN, DIANA M	227.91
Open	NBAZ - Warrant Clearing Account	Check	1055046	06/06/2017	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	720.00
Open	NBAZ - Warrant Clearing Account	Check	1055047	06/06/2017	Accounts Payable	MUTH, DANIEL R	32.84
Open	NBAZ - Warrant Clearing Account	Check	1055048	06/06/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	1,034.80
Open	NBAZ - Warrant Clearing Account	Check	1055049	06/06/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	3,189.10
Open	NBAZ - Warrant Clearing Account	Check	1055050	06/06/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 1587	334.96
Open	NBAZ - Warrant Clearing Account	Check	1055051	06/06/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	3,305.97
Open	NBAZ - Warrant Clearing Account	Check	1055052	06/06/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	5,644.35
Open	NBAZ - Warrant Clearing Account	Check	1055053	06/06/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0202	283.90
Open	NBAZ - Warrant Clearing Account	Check	1055054	06/06/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	229.75
Open	NBAZ - Warrant Clearing Account	Check	1055055	06/06/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0301	753.98
Open	NBAZ - Warrant Clearing Account	Check	1055056	06/06/2017	Accounts Payable	NATIONAL BUSINESS FURNITURE	3,523.42
Open	NBAZ - Warrant Clearing Account	Check	1055057	06/06/2017	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	1,394.36
Open	NBAZ - Warrant Clearing Account	Check	1055058	06/06/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	464.08
Open	NBAZ - Warrant Clearing Account	Check	1055059	06/06/2017	Accounts Payable	NEWMAN, TEDDY MILES	4.68
Open	NBAZ - Warrant Clearing Account	Check	1055060	06/06/2017	Accounts Payable	NOEL'S INC	249.24
Open	NBAZ - Warrant Clearing Account	Check	1055061	06/06/2017	Accounts Payable	OFFICE DEPOT	107.05
Open	NBAZ - Warrant Clearing Account	Check	1055062	06/06/2017	Accounts Payable	OVERDRIVE INC	489.81
Open	NBAZ - Warrant Clearing Account	Check	1055063	06/06/2017	Accounts Payable	PACIFIC PONDEROSA CO INC	4,858.35
Open	NBAZ - Warrant Clearing Account	Check	1055064	06/06/2017	Accounts Payable	PERFECT PRINTZ LLC	487.80
Open	NBAZ - Warrant Clearing Account	Check	1055065	06/06/2017	Accounts Payable	PLATT DDS, RANDOLPH	556.00
Open	NBAZ - Warrant Clearing Account	Check	1055066	06/06/2017	Accounts Payable	QUILL CORP	7,471.71
Open	NBAZ - Warrant Clearing Account	Check	1055067	06/06/2017	Accounts Payable	RIVERA, REBECCA	397.50
Open	NBAZ - Warrant Clearing Account	Check	1055068	06/06/2017	Accounts Payable	ROMERO, DAVID JULIAN	313.98

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1055069	06/06/2017	Accounts Payable	RUSH TRUCK CENTER	3,342.53
Open	NBAZ - Warrant Clearing Account	Check	1055070	06/06/2017	Accounts Payable	SANDOVAL, PATRICK J	1,429.05
Open	NBAZ - Warrant Clearing Account	Check	1055071	06/06/2017	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	869.59
Open	NBAZ - Warrant Clearing Account	Check	1055072	06/06/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	1,270.14
Open	NBAZ - Warrant Clearing Account	Check	1055073	06/06/2017	Accounts Payable	SHIRLEY, JOE Junior	3,027.06
Open	NBAZ - Warrant Clearing Account	Check	1055074	06/06/2017	Accounts Payable	SKILLPATH SEMINARS	872.80
Open	NBAZ - Warrant Clearing Account	Check	1055075	06/06/2017	Accounts Payable	SMITH, TERRY D	33.82
Open	NBAZ - Warrant Clearing Account	Check	1055076	06/06/2017	Accounts Payable	SOURCEHOV	5,724.69
Open	NBAZ - Warrant Clearing Account	Check	1055077	06/06/2017	Accounts Payable	SPEEDY SALES AND SERVICE	315.00
Open	NBAZ - Warrant Clearing Account	Check	1055078	06/06/2017	Accounts Payable	STERICYCLE INC	72.13
Open	NBAZ - Warrant Clearing Account	Check	1055079	06/06/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	221.07
Open	NBAZ - Warrant Clearing Account	Check	1055080	06/06/2017	Accounts Payable	TEN COW COMPANY INC	1,016.48
Open	NBAZ - Warrant Clearing Account	Check	1055081	06/06/2017	Accounts Payable	TESSCO INC	122.26
Open	NBAZ - Warrant Clearing Account	Check	1055082	06/06/2017	Accounts Payable	THE BANCORP BANK	105,138.60
Open	NBAZ - Warrant Clearing Account	Check	1055083	06/06/2017	Accounts Payable	TJP COMMUNICATIONS	500.00
Open	NBAZ - Warrant Clearing Account	Check	1055084	06/06/2017	Accounts Payable	TOWN OF EAGAR	243.02
Open	NBAZ - Warrant Clearing Account	Check	1055085	06/06/2017	Accounts Payable	TRAK ENGINEERING INC	250.84
Open	NBAZ - Warrant Clearing Account	Check	1055086	06/06/2017	Accounts Payable	TRINITY SERVICES GROUP INC	13,999.60
Open	NBAZ - Warrant Clearing Account	Check	1055087	06/06/2017	Accounts Payable	TWIN ARROWS NAVAJO CASINO RESORT	287.02
Open	NBAZ - Warrant Clearing Account	Check	1055088	06/06/2017	Accounts Payable	TWIN ARROWS NAVAJO CASINO RESORT	287.02
Open	NBAZ - Warrant Clearing Account	Check	1055089	06/06/2017	Accounts Payable	TWIN ARROWS NAVAJO CASINO RESORT	287.02
Open	NBAZ - Warrant Clearing Account	Check	1055090	06/06/2017	Accounts Payable	UDALL, SHERWOOD BOWEN	644.74
Open	NBAZ - Warrant Clearing Account	Check	1055091	06/06/2017	Accounts Payable	UNIFIRST CORPORATION	74.24
Open	NBAZ - Warrant Clearing Account	Check	1055092	06/06/2017	Accounts Payable	VALLEY AUTO PARTS	236.92
Open	NBAZ - Warrant Clearing Account	Check	1055093	06/06/2017	Accounts Payable	WATSON, TED R	595.45
Open	NBAZ - Warrant Clearing Account	Check	1055094	06/06/2017	Accounts Payable	WENGERT, DELWIN	325.78
Open	NBAZ - Warrant Clearing Account	Check	1055095	06/06/2017	Accounts Payable	WHITE MOUNTAIN PURIFIED WATER & ICE	29.96
Open	NBAZ - Warrant Clearing Account	Check	1055096	06/06/2017	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	682.50
Open	NBAZ - Warrant Clearing Account	Check	1055097	06/06/2017	Accounts Payable	WHITING, MICHAEL B	265.41
Open	NBAZ - Warrant Clearing Account	Check	1055098	06/06/2017	Accounts Payable	WOODLAND BUILDING CENTER	6.54
Open	NBAZ - Warrant Clearing Account	Check	1055099	06/06/2017	Accounts Payable	WORLD OF TRAVEL	562.40
Open	NBAZ - Warrant Clearing Account	Check	1055100	06/06/2017	Accounts Payable	YAZZIE, DERRICK	595.45
Open	NBAZ - Warrant Clearing Account	Check	1055101	06/08/2017	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1055102	06/08/2017	Accounts Payable	SHEPHERD, ALTON JOE	358.45
Open	NBAZ - Warrant Clearing Account	Check	1055103	06/08/2017	Accounts Payable	CZARNYSZKA, SUEANNE K	26.00


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Manager _____

Date/Signature: _____


6/17/17

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 6, 2017

BOS Meeting Date Requested 6/20/17

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 _____



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

June 6, 2017
St. Johns, Arizona

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

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.

Delwin Wengert led the Pledge of Allegiance.

Devon Brown gave the invocation.

Chairman Shirley called for the Public Health Services District item.

Chis Sexton, Health Director, requested approval of the Delegation Agreement with the Arizona Department for Health Services to authorize the Apache County Public Health Services District to perform inspections of certain fixed establishments and enforce public health laws. Mr. Sexton stated this will allow for local inspection of establishments instead of at the State level. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

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

Chairman Shirley called for the Library District

SueAn Stradling-Collins, Library Director, possible approval of community representatives, proposed budget, and Strategic Planning Process for the Greer Memorial Library. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** A discussion was held regarding the selection process of the representatives and budget. Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval of the creation of a custodian position, (range 18) at 24 hours per week, at ten dollars (\$10.00) per hour, and fill the vacancy. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, Discussion and possible approval to increase the hours of Dale Hoyt, Facilities and Construction Supervisor, from 32 hours per week to 40 hours per week, at a cost of eight thousand, eight hundred ninety-nine dollars and thirty-two cents (\$8,899.32). Mrs. Stradling-Collins stated increase in hours is needed to train and supervise new hire as well as take on the cleaning of various libraries. The estimated savings with the new hire and the increased hours is approximately \$20,000. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Mr. Wengert presented the Consent items A-F and requested approval. **Mr. Shepherd moved Approval of Consent Items A-F, seconded by Mr. Shamley.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between May 16, 2017 to June 6, 2017. Demands are payments made, or to be made, by the County. Payee Amount Shirley, Joe Junior 2,087.12 Rogers, Kent 1,134.05 Stradling, Reed 1,437.76 Wilkins, Lane R 1,015.45 King, Walter Scott 1,188.65 Burbank, Lorenzo 1,077.93 AMERICAN FAMILY LIFE ASSURANCE 1,173.41 APACHE COUNTY HSA 2,863.33 APACHE COUNTY MEDICAL 153,270.35 APACHE COUNTY TAX WITHHOLDING 131,371.37 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 90,327.40 COLONIAL LIFE AND ACCIDENT INS 1,256.35 CORRECTIONS OFFICER RET PLAN 6,336.30 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,448.67 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 41,042.55 SUPPORT PAYMENT CLEARINGHOUSE 2,793.76 ARCHER MANUFACTURING 2,280.00 AZ ASSN OF COUNTIES 12,478.87 AZ DEPT OF REVENUE 1,690.22 AZ SUPREME COURT 1,250.00 BAUMAN HOME AND AUTO INC 1,805.92 BLUE HILLS ENVIRONMENTAL 1,612.98 BREWER LAW OFFICE PLLC 8,500.00 CDW GOVERNMENT LLC 4,877.03 CELLULAR ONE NE AZ 1,054.53 DAVID J MARTIN PLLC 1,578.75 DELL COMPUTER CORPORATION 7,028.51 DIAMOND DRUGS INC 5,048.00 EASTERN ARIZONA COUNTIES ORGANIZATION EAC 6,000.00 EMPIRE MACHINERY 8,834.18 GALL'S INC 1,358.68 GENES FRAME & ALIGNMENT INC 2,529.65 GLAXO SMITHKLINE PHARMACY 1,043.10 GOLIGHTLY TIRE 10,080.76 HATCH CONSTRUCTION 5,216.26 HEINFELD MEECH AND CO PC 7,800.00 HIGH COUNTRY PROPANE 1,001.29 HILLYARD/FLAGSTAFF 2,863.74 INGRAM LIBRARY SERVICES 3,093.24 KATHLEEN M MCGUIRE PSY D LLC 2,370.00 KB WELDING INC 6,186.47 MOORE LAW FIRM PLLC 1,375.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,419.12 NAVAJO TRIBAL UTILITY AUTHORITY 3,262.39 NAVOPACHE ELECTRIC COOPERATIVE 13,155.57 NORCHEM DRUG TESTING LABORATORY 1,270.85 OFFICE OF THE AUDITOR GENERAL 8,500.00 PATTERSON, DANA BRYCE 8,500.00 PICO'S IRRIGATION & LANDSCAPE 1,200.00 QUILL CORP 3,245.87 RUSH TRUCK CENTER 3,052.84 SANOFI PASTEUR INC 3,383.14 SECURUS TECHNOLOGIES INC 1,049.25 SONORA QUEST LABORATORIES 1,639.29 ST JOHNS CITY 1,138.95 ST JOHNS CITY 9,666.40 THE UNIVERSITY OF ARIZONA 1,000.00 THOMSON REUTERS WEST 1,208.04 TJP COMMUNICATIONS 1,597.68 VERIZON WIRELESS 1,989.26 YELLOWHORSE, JAY 3,182.17 ADHS AZ HEALTH CARE COST 22,400.00 ALLEGRA 2,274.37 AMAZON COM INC 4,963.68 ATS ARMOR LLC 1,370.53 AVAYA COMMUNICATIONS 1,603.62 AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS 3,337.15 BEARD, PATRICK E 2,088.00 BENALLY, ALMANDA 2,911.50 BOB BARKER COMPANY INC 1,117.30 BRADCO 17,741.04 COPPERSTATE DRILLING & SUPPLY INC 13,690.04 COURTESY CHEVROLET 101,907.68 COURTYARD BY MARRIOTT FARMINGTON 1,995.80 COVEY, JOSHUA T2,268.15 DELL COMPUTER CORPORATION 3,828.78 EMPIRE

MACHINERY 8,732.81 FOUR CORNERS WELDING & GAS SUPPLY 5,797.26
 FRONTIER 4,412.25 HOLIDAY INN EXPRESS & SUITES TUCSON 1,206.72
 HWY 64 TRUCK & AUTO SALVAGE 1,400.00 INGRAM LIBRARY SERVICES
 2,325.36 MOUNTAIN COMFORT HEATING AND COOLING 2,132.50 NACOG
 29,064.00 NAVAJO COUNTY 7,500.00 NAVOPACHE ELECTRIC COOPERATIVE
 2,900.20 PIMA COUNTY MEDICAL 2,300.00 PIMENTEL CONTRACT CLEANING
 4,990.00 QUILL CORP 3,181.13 SANOFI PASTEUR INC 2,462.37 SHELL OIL 1,598.31 SUN
 RIDGE SYSTEMS, INC 13,489.00 THOMSON REUTERS WEST 1,153.74 TJP
 COMMUNICATIONS 3,377.46 WESTERN GRADE LLC 18,575.84 GOLDTOOTH
 PRECISION SOLUTIONS INC 2,625.00 Shirley, Joe Junior 2,087.10 Rogers, Kent
 1,134.05 Stradling, Reed 1,437.77 Wilkins, Lane R 1,015.45 King, Walter Scott 1,188.66
 Burbank, Lorenzo 1,077.92 AMERICAN FAMILY LIFE ASSURANCE 1,173.41
 APACHE COUNTY HSA 4,063.33 APACHE COUNTY MEDICAL 152,664.35
 APACHE COUNTY TAX WITHHOLDING 128,358.06 ASRS LEGACY EORP 1,089.96
 AZ STATE RETIREMENT SYSTEM 89,919.73 COLONIAL LIFE AND ACCIDENT INS
 1,256.35 CORRECTIONS OFFICER RET PLAN 6,500.71 CORRECTIONS OFFICER
 RETIREMENT PLAN 520 4,378.05 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 39,632.22 SUPPORT PAYMENT
 CLEARINGHOUSE 2,384.63 VEHICLE LIGHTING SOLUTIONS INC 4,110.59 BECK'S
 BILLIARDS 3,426.77 BEGAY, MARLEITA 1,181.88 BRADCO 4,308.01 BURNHAM
 MORTUARY 1,000.00 CARROT-TOP INDUSTRIES 1,106.90 CENGAGE LEARNING INC
 3,499.65 CMS COMMUNICATIONS INC 1,754.10 CURTIS, ROGER STUART 1,343.28
 EM WHITING HOMESTEAD INC 15,390.00 GALL'S INC 2,508.18 HEAP, JUSTIN 1,177.00
 HILLYARD/FLAGSTAFF 1,738.80 KONICA MINOLTA 4,584.09 LATHAM, MICHAEL
 2,707.75 MCCARTHY, STEPHANIE 2,082.08 NATIONAL BUSINESS FURNITURE
 5,001.14 PAGE STEEL 1,815.66 PERFECT PRINTZ LLC 9,598.92 PIMA NATURAL
 RESOURCE CONSERVATION DISTRICT 1,000.00 QUILL CORP 3,143.44
 RACHER'S OFFICE EQUIPMENT 1,008.79 REPACORP 1,491.03 ROADS SAFE TRAFFIC
 SYSTEMS INC 4,443.91 SECURUS TECHNOLOGIES INC 1,241.57 ST JOHNS CITY
 15,130.00 SW ECOLOGY LLC 2,400.00 THE UNIVERSITY OF ARIZONA 6,250.00
 THOMSON REUTERS WEST 2,870.07 TRUCK WORKS HOLDINGS LLC 11,401.25
 VALLEY AUTO PARTS 1,248.24 VERIZON WIRELESS 4,246.85 YOUNGS FUTURE TIRE
 1,173.30

Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated May 16, 2017. C. Request approval of a Special Event Liquor License Application for Lisa Malcolm, Alpine Action Alliance, for June 30, 2017 and July 1, 2017 at Melody Field, 42663 Highway 180, Alpine, Arizona for a Bluegrass Festival. D. Request approval of a Fireworks Display Permit Application for Alpine Fire District. The fireworks display will be held on July 1, 2017 in Alpine, Arizona. Personnel Items: E Sheriff's Office: Notification of the retirement of Glenn Bay and request approval to payout his accrued sick leave in accordance with Human Resources Policy 3.25. Community Development: F. Request approval of a Conditional Use Permit to allow Sun State Towers to construct a 195 foot self-supporting wireless communications tower designed to support additional wireless carriers. Property is located near U.S. 60 and the Refuse Transfer Station in Vernon, Parcel 106-39-006. The Planning and Zoning Commission voted 6-1 for approval. **Vote was unanimous.**

Ryan Patterson, Finance Director, requested approval of a change to the Purchasing Policy, competitive bidding to be in alignment with state statute, changing the bidding limit from fifty thousand dollars (\$50,000) to one hundred thousand dollars (\$100,000). **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Motion passed 2-1 with Mr. Shamley voting nay.

Ryan Patterson, Finance Director, requested approval to pay off the Greater Arizona Development Authority loan, in the amount of two million, nine hundred twenty thousand dollars. (\$2,920,000.00) as of July 3, 2017. Mr. Patterson stated this will save the County over \$750,000 in interest and about \$370,000 a year in payments. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Ryan Patterson, Finance Director, requested approval to engage services of REDW to write financials for FY2016 and FY2017 audits. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Malena Bazarro, Grants Manager, requested the Board of Supervisors reject Bid #137-17 for the Alpine Streetlights Community Development Block Grant (CDBG) project. Ms. Bazarro stated the one bid received was \$35,000 over the budget for the project and recommended rejection of the bid and go out to bid again to see if any additional bids are received. **Mr. Shamley moved to reject the bid, seconded by Mr. Shepherd.** A discussion was held regarding the amount of the bid. Vote was unanimous to reject the bid.

Mr. Wengert requested approval of a Liquor License application recommendation (Acquisition of Control - #06010027) for Kelly Ann Holtmeier-Brasier, Farm House at Concho Creek, located at 7 County Road, Concho, Arizona and no protests were received. **Mr. Shamley moved approval, second by Mr. Shepherd.** Vote was unanimous.

Mr. Wengert requested approval of a Liquor License application recommendation (Person Transfer- 06010005) for Denise Tilford, Molly Butler's Lodge, 109 Main Street, Greer Arizona and no protests were received. Mr. Shamley moved approval, seconded by Mr. Shepherd. Vote was unanimous.

Mr. Wengert requested approval of a resolution and designation of a point of contact for Hidden Heroes, who support Apache County's military and veteran caregivers to and appoint Supervisor Doyel Shamley as the point of contact for the County. **Mr. Shepherd moved approval of the resolution and appointment of Supervisor Shamley as the point of contact, seconded by Mr. Shamley.** Vote was unanimous.

RESOLUTION NO. 2017-08
HIDDEN HEROES RESOLUTION IN SUPPORT OF
APACHE COUNTY'S MILITARY AND VETERAN CAREGIVERS

WHEREAS, the series of wars and conflicts in which our nation has been engaged over time, since World War II, has resulted in 5.5 million military and veteran caregivers who are parents, spouses, siblings and friends, caring for those wounded, ill or injured who have served our

nation, as documented by the 2014 RAND study commissioned by the Elizabeth Dole Foundation; and

WHEREAS, the daily tasks of these military and veterans caregivers can include bathing, feeding, dressing, and caring for the grievous injuries of wounded warriors, administering medications, providing emotional support, caring for the family and the home, and working outside the home to earn essential income; and

WHEREAS, the nation provides multi-faceted support to our wounded, ill and injured veterans and service members through public, private and philanthropic resources, but their caregivers receive little support or acknowledgement; and

WHEREAS, most military and veteran caregivers consider the challenging work they do as simply carrying out their civic and patriotic duty, without realizing they are, in fact, caregivers, and do not identify themselves as such; and

WHEREAS, an alarming number of military and veteran caregivers, according to research, are suffering numerous debilitating mental, physical and emotional effects as a result of their caregiving duties; and

WHEREAS, the Board of Supervisors of Apache County desires to recognize and support those who are serving in these vital roles in our own community;

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

- I. That Apache County becomes a Hidden Heroes Community in support of military and veteran caregivers.
- II. That Apache County seeks to identify military and veteran caregivers residing in our community.
- III. That the Apache County work to ensure that our government, organizations, employers and non-profits are aware of the unique challenges of military and veteran caregivers and are encouraged to create supportive environments and opportunities for assistance.
- IV. That Apache County plan an observance each May, during Military Appreciation Month and Month of the Military Caregiver, to honor and recognize the community's military and veteran caregivers in partnership with the Elizabeth Dole Foundation's national Hidden Heroes campaign.
- V. That Apache County encourage all who care for and support veterans and service members to extend that support to their caregivers.
- VI. That Apache County designate a point of contact for our community, from the public or private sector, for citizens and organizations wanting to offer support, and caregivers who need that support.

Adopted by the Apache County Board of Supervisors on this 6th day of June, 2017.

/s/ Joe Shirley, Jr.
Chairman of the Board

ATTEST:
/s/ Delwin Wengert
Clerk of the Board

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

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

Approved this 20th day of June, 2017.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Alton Joe Shepherd DISTRICT 2

Date: June 14, 2017

Signature: [Handwritten Signature]

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

Discussion & possible approval of salary adjustment for Gabriel A. Freeland, District Manager to \$59,000.70;
Bernice Y. Begay, Administrative Coordinator to \$41,677.00; Julius Elwood, Administrative Coordinator to \$43,571.00;
Flora A. Nez, Operations Manager to \$45,939.00; Patrick Martinez, Field Operations Manager to \$53,043.00;
Gilbert Arviso, Senior Planner to \$47,360.00.

BOS Meeting Date Requested 6/20/2017

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



"BETTER ROADS, BETTER COMMUNITIES"

Restructuring/Reorganizational Plan

ALTON JOE SHEPHERD, BOARD of SUPERVISORS

APACHE COUNTY District 2

EXECUTIVE OPERATIONS SECTION

The Executive Operations Section (EOS) is responsible for assisting in the day-to-day operational functions of the Office of the Supervisor including schedule prioritizations, special and ceremonial events, and correspondence review. This section works on Veterans Affairs and Facilities and Property Management issues for managing projects and activities. Therefore, the Executive Operations Section will focus on the following areas:

- Facilities & Property Management – To provide interior and exterior facility and property maintenance, facility access and fire control, mechanical, electrical and plumbing system maintenance and renovations and custodial services of all District 2 facilities and property by planning and organizing all functions.
- District Events & Planning – To manage and coordinate the implementation of capital and general projects and to provide support to District 2 in managing projects.
- Supervisors Scheduling – providing for grounds keeping, building maintenance and renovation of all District 2 facilities and grounds by planning and organizing all functions in the areas of safety, maintenance, grounds, custodial and long-term planning.
- Veterans' Affairs – To provide advice and advocacy for District 2 Veterans and their families and to assist in participation of District 2 in Veteran activities.

ADMINISTRATIVE OPERATIONS SECTION

The Administrative Operations Section (AOS) provides executive level administrative support services to enhance, facilitate and inform the decision making process of the Supervisor and the executive team for administrative and business affairs. The AOS also delivers a variety of services to District 2, providing leadership, direction, and oversight of records management, policy manuals and the budget allocation process. Therefore, the Administrative Operations Section will focus on the following areas:

- Finance & Accounting – managing funds in such a manner as to maximize return on investment while minimizing risk, ensuring that an adequate control structure is in place over the transfer and utilization of funds
- Procurement & Purchasing – managing District 2's supply of products and services including strategizing to find cost-effective deals and suppliers, discovering the best way to cut procurement expenses so that District 2 can invest in growth & people
- Personnel – managing and providing operational support to the management team in the areas of policy development, implementation and interpretation, performance management, recruitment, compensation and training and development programs
- Grants – managing and providing leadership & direction for programs funded by federal, state, tribal & private funds; oversee the financial administration of federal, state, tribal & private grants, ensuring compliance with the rules & regulations administered by the grantor.

PLANNING & COMPLIANCE SECTION

The Planning & Compliance Section is responsible for ensuring that the District 2 is in compliance with all Federal, State, County laws, rules and regulations relating to roads, facilities and work conducted by District 2. The Planning & Compliance section is also responsible for the planning, design, project and construction management of the entire District including the design of additional projects. The Planning & Compliance Section responsibilities include training, performance monitoring, planning, analyzing and more general administrative duties to ensure that employees are working effectively and efficiently. Therefore, the Planning and Compliance Section will focus on the following areas:

- Compliance – ensuring contractual and procurement audits to assure that compliance procedures are followed and executed
- Inventory – ensuring the level of supplies in the District are purchased in a timely manner, ensuring all products and material required for operations is available to Field Operation personnel in conjunction with Field Operations Section
- Safety & Standards – ensuring a safe and healthy workplace environment, conduct accidental and incidental investigations, determine probable cause and make recommendations for corrective action.

PUBLIC AFFAIRS & SAFETY SECTION

The Public Affairs & Safety Sections is responsible for providing strategic communications support for working with both internal and external customers. This section coordinates & facilitates relationships with neighboring communities; local, state and federal governments and the general public. The Public Affairs & Safety Section combines government relations, information management and social responsibility, information dissemination and strategic communications advice. Therefore, the Public Affairs & Safety Section will focus on the following areas:

- Community Partnership – To collaborate and secure partnerships with chapters to share skills, pool money and other resources for the benefit of the County in conjunction with Planning Section
- Public Information – To promote public awareness and understanding of the work of County through radio, print, Internet and other media tools including District Quarterly Reports
- Information Technology – To convert, store, protect, process, transmit and securely retrieve information through computer-based information systems

EQUIPMENT & FLEET MANAGEMENT SECTION

The Equipment & Fleet Management Section (EFMS) is the organizational unit of District 2 that is primarily responsible for motor vehicles such as cars, trucks, graders, semi-truck, all terrain vehicles (ATV) and trailers. Equipment & Fleet Management include a range of functions such as vehicle and equipment maintenance, vehicle telematics (tracking and diagnostics, driver management, speed management, fuel management and health and safety management. The EFMS oversees all operations taking place within the shops and in the field. Therefore, the Equipment & Fleet Management Section will focus on the following areas:

- Fleet & Heavy Equipment Shops – providing reliable transportation to remove or minimize the risks associated with vehicle investments, improving efficiency, productivity and reducing their overall transportation and staff costs.
 - Mechanical Diagnostics
 - Fleet Security and Control
 - Fleet Replacement & Lifecycle Management
 - Fleet Management Software
 - Driver Behavior
 - Duty of Care
- Support Services – providing preventative maintenance and repairs to District 2 fleet and shop equipment by inspecting, repairing and performing routine maintenance on all County property in a safe, timely, cost-effective and practical manner

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Superintendent of Schools

Date/Signature: 5/5/2017 R. King

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

Discussion and possible approval to accept "AMENDMENT #2, INTERGOVERNMENTAL AGREEMENT #IGA-SABG-GR-16-040116-01". "An amendment to provide additional support for the Apache County School Superintendent's role in development, coordination, and implementation of Peer/Parent Substance Use Prevention Programming..." The budget amount is increased from \$20,000 last year to \$40,000 this year and the program is expanded from one middle school per county to four. (In Apache County, St. Johns, Chinle, Window Rock, and Round Valley have agreed to participate). The grant will cover all costs associated with the duties of a part time project manager provided by the County School Superintendent.

BOS Meeting Date Requested June 20, 2017.

PRE-AGENDA ITEM REVIEW

Legal Review: See attached e-mail from Michael B. Whiting

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

[Signature]

Jeff Udall

From: Michael B. Whiting <MWhiting@apachelaw.net>
Sent: Thursday, June 1, 2017 4:51 PM
To: Jeff Udall; Joe Young
Cc: Barry Williams
Subject: RE: IGA approval.... with Governor's office...

Ok sounds good.

From: Jeff Udall [mailto:judall@apachecountyschools.net]
Sent: Thursday, June 01, 2017 2:16 PM
To: Michael B. Whiting; Joe Young
Cc: Barry Williams
Subject: RE: IGA approval.... with Governor's office...

Thank you Mr. Whiting.

2 places on the new documents reference the \$40,000 for this year.

Amendment #2, Section V. under 2. "The GOYFF shall provide up to \$40,000 so support the Peer/Parent Substance Use Prevention Programming..."

And the 2nd location is on the already approved budget from GOYFF. The last line lists "Total Project Costs \$40,000."

I'm hoping that these locations on these new documents that will be signed by those required will suffice. If not please let me know.

Thanks for your attention and help with this.

Regards,

Jeff Udall

Jeff Udall

Chief Deputy Apache County Schools
Apache County Education Service Agency
PO Box 548 – 75 North 1st West
St. Johns, AZ 85936
928-337-7540 (Office)
928-337-2033 (Fax)

From: Michael B. Whiting [mailto:MWhiting@apachelaw.net]
Sent: Wednesday, May 31, 2017 8:17 PM
To: Jeff Udall <judall@apachecountyschools.net>; Joe Young <JYoung@apachelaw.net>
Cc: Barry Williams <bwilliams@apachecountyschools.net>
Subject: RE: IGA approval.... with Governor's office...

Mr. Udall,

Thanks for the IGA, amendments and attachments. Everything is legal and meets basic contractual and grant requirements. It does appear the 2016 IGA amount specified is only \$20K and the 2017 amendment is for \$40K. This may need to be changed to reflect the increased amount. Finally, as this is an IGA it should go before the BOS. Please let me know if you have any other questions.

Michael B. Whiting

From: Jeff Udall [<mailto:judall@apachecountyschools.net>]
Sent: Wednesday, May 31, 2017 12:40 PM
To: Michael B. Whiting; Joe Young
Cc: Barry Williams
Subject: IGA approval.... with Governor's office...

Mr. Whiting,

Good afternoon. Attached you will find attached several items for your review.

One is a copy of last year's IGA we used and your office looked over and gave approval to between us and the Governor's Office of Youth, Faith and Family. (It is the pdf with "LAST YEAR" in the name).

If you would, please look over the attached amendment to last year's IGA for this year, (with supporting attachments). Just as last year we seek your professional help and approval or guidance.

The program from the Governor's Office of Youth, Faith and Family has been expanded to 4 schools in the county, St. Johns USD, Chinle USD, Window Rock USD, and Round Valley USD and will be delivered later this year.

Is this something that would need Board of Supervisors approval or can it stand approved since it's an amendment to the approved IGA from last year?

The IGA appears to be pretty standard as I read it. If you find any concerns, please let me know so I can communicate them to the GOYFF staff.

I will need your approval of the IGA before entering into the agreement and having Barry sign.

Please feel free to call me for clarifying questions if any should arise.

Thank you,

Jeff Udall
Chief Deputy-Apache County Schools

Jeff Udall
Chief Deputy Apache County Schools
Apache County Education Service Agency
PO Box 548 – 75 North 1st West
St. Johns, AZ 85936
928-337-7540 (Office)
928-337-2033 (Fax)



DOUGLAS A. DUCEY
GOVERNOR

STATE OF ARIZONA
OFFICE OF THE GOVERNOR

DEBBIE MOAK
DIRECTOR

Via email: bwilliams@apachecountyschools.net

May 24, 2017

Mr. Barry Williams
Superintendent
Apache County School Superintendent
75 North 1st West
P.O. Box 548
St. Johns, Arizona 85936

Re: Revised Amendment 2, Intergovernmental Agreement No. IGA-SABG-GR-16-040116-01
Substance Abuse Block Grant

Dear Mr. Williams:

An amendment to provide additional support for the Apache County School Superintendent's role in the development, coordination, and implementation of Peer/Parent Substance Use Prevention Programming is attached for signature.

- **WHEN THE DOCUMENT HAS BEEN SIGNED, PLEASE EMAIL THE AMENDMENT BACK TO ME AT SBEAN@AZ.GOV BY JUNE 6, 2017.**
- **OUR OFFICE WILL THEN COUNTERSIGN THE DOCUMENT AND EMAIL A FULLY EXECUTED AMENDMENT BACK TO YOU FOR YOUR RECORDS.**
- **PLEASE EMAIL A CERTIFICATE OF SELF-INSURANCE**

The Governor's Office of Youth, Faith and Family looks forward to a mutually beneficial relationship during this Agreement period. Should you have any questions, please contact me at sbean@az.gov. **Unreturned documents may affect the start date of this transaction.**

Sincerely,

Sarah Bean
Procurement Manager

cc: Deborah Miller, Special Projects Manager

AMENDMENT # 2
INTERGOVERNMENTAL AGREEMENT #IGA-SABG-GR-16-040116-01

between the

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

and

APACHE COUNTY SCHOOL SUPERINTENDENT

Pursuant to **Section II, TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**, of the above-referenced Intergovernmental Agreement ("Agreement"), the following section of Amendment #1 to the Agreement is hereby amended as follows:

Section V, MANNER OF FINANCING

Section V, Manner of Financing, shall be amended in its entirety as follows:

1. Attachment A ("Reimbursable Budget-Apache County-County Superintendent Liaison Work") shall replace Attachment A in Amendment #1 as the current budget. Attachment A ("Reimbursable Budget-Apache County-County Superintendent Liaison Work") is incorporated into the Agreement in its entirety. The total contract funds from October 1, 2016 through September 30, 2017 shall be no more than \$40,000.
2. The GOYFF shall provide up to \$40,000 to support the Peer/Parent Substance Use Prevention Programming from October 1, 2016 to September 30, 2017, in accordance with Attachment A ("Reimbursable Budget-Apache County-County Superintendent Liaison Work"). The federal funds shall be spent in accordance with the requirements under the Substance Abuse Block Grant, C.F.D.A. No. 93.959.

FINANCIAL: The Grantee shall be paid on a cost-reimbursement basis. The Grantee shall not request reimbursement until the cost has resulted in an actual cash expenditure. The Grantee may request reimbursement on either a monthly or quarterly basis for those items submitted and approved in the budget inclusively. Grantee shall submit a final reimbursement request no more than thirty (30) days after the contract end for expenses incurred prior to the date of contract termination. All expenses must be incurred and paid prior to the final reimbursement request. Requests for reimbursement received later than thirty (30) days after the contract termination will not be paid.

The Grantee shall use the forms provided by the Grantor to submit financial expenditure reports. The forms will be sent to the Grantee upon receipt of the signed Amendment #2. Reimbursement requests shall be submitted to grantrfr@az.gov.

Grant recipients agree to use 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the identification of allowable and unallowable costs on grant expenditures. This federal guidance provides instruction on the allocation of allowable grant costs (e.g. time and effort or the determination of staff billing rates). The type of supporting documentation required for grant reimbursements in the guidance shall be followed.

Pursuant to **Section II, TERM OF AGREEMENT, TERMINATION AND AMENDMENT** of the Agreement, the following attachment to the Agreement is hereby amended as follows:

1. Attachment B ("Federal Terms and Conditions") shall be replaced in its entirety by Attachment B ("Revised Federal Terms and Conditions"). Attachment B ("Revised Federal Terms and Conditions") shall be incorporated into the Agreement in its entirety.

Except as specifically stated herein, all other terms and conditions of the Agreement and Amendment #1 to the Agreement remain unchanged.

REIMBURSABLE BUDGET – Apache County – County Superintendent Liaison Work

Category	Description	Amount
Personnel Jeff Udall	School Coordinator .38% @ \$60,910 (\$60,910 x .38% x 12 months = \$23,000.00) Point of contact for the Middle School and oversight for the pilot program. Liaison to the County Superintendent.	\$23,000.00
Fringe/ERE	Employee related expenses are approximately 30% of the salaries including health benefits	\$6,900.00
Supplies	Office supplies for program - printed materials, copy paper, envelopes, note pads, file folders, pens, pencils, markers, binder clips, postage, internet and cell phone.	\$1,964.00
Travel	Travel costs for mandatory GOYFF meeting & local mileage	\$4,500.00
	Sub-Total	\$36,364.00
Indirect	10% of Direct Expenses or Federally Approved Indirect Rate	\$3,636.00
	Total Project Costs	\$40,000.00



R. Barry Williams
Apache County School Superintendent

5/9/2017

Date

**ATTACHMENT B
REVISED FEDERAL TERMS AND CONDITIONS**

I. KEY PERSONNEL

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

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

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

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

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

III. AGREEMENT RENEWAL

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

IV. FUND MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

V. DUNS/CCR

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

VI. FFATA REPORTING REQUIREMENTS

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

VII. PUBLIC HEALTH LAW

Comply with all Public Health Law at <http://www.samhsa.gov/grants/block-grants/laws-regulations> and Terms and Conditions of Notice of Grant Award including, but not limited, to:

- A. Confidentiality of Alcohol and Drug Patient Records (42 C.F.R. Part 2);
- B. Charitable Choice Provisions; Final Rule (42 C.F.R. Part 54 and 54a);
- C. Substance Abuse Prevention and Treatment Block Grant; Interim Final Rule (45 C.F.R. 96.45, 96.51, and 96.120-121);

- D. Health Omnibus Programs Extension Act of 1988, Subtitle E General Provisions, November 4, 1988 (P.L. 100-607) [.pdf] (42 U.S.C. 300ee-5);
- E. Children's Health Act of 2000 [P.L. 106310], October 17, 2000;
- F. ADAMHA Reorganization Act of 1992 [P.L. 102-321], July 10, 1992; and
- G. Public Health Service Act [includes Title V and Title XIX].

ARIZONA COUNTY CLERK
COUNTY OF COCHISE
JUN 13 2017
5:10 PM
COUNTY OF COCHISE

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

This Intergovernmental Agreement ("IGA" or "Agreement") is hereby entered into this 1st day of June, 2017, between the undersigned Arizona and New Mexico counties (hereafter referred to collectively as the "Parties" or "Member Counties"), each of them having approved and executed this Agreement as set forth below.

RECITALS

A. **WHEREAS**, the undersigned Arizona and New Mexico member counties are public agencies authorized by A.R.S. §§ 11-951 and 11-952(A), and Sections 11-1-2 and 11-1-3, NMSA, to enter into contracts or agreements with one another or the counties of another state to jointly exercise any powers common to one another, and are further authorized to enter into agreements with one another for joint or cooperative action; and

B. **WHEREAS**, the undersigned Arizona counties are also authorized by A.R.S. §§ 11-951 and 11-952(A) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties, and

C. **WHEREAS**, the undersigned New Mexico counties similarly possess legal authority under Section 11-1-1 et seq. and *State ex rel. Educ. Assessments Sys. v. Coop. Educ. Servs. of N.M., Inc.*, 115 N.M. 196 (App. 1993) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties; and

D. **WHEREAS**, all of the parties hereto have a common interest in enhancing stable economic growth in the rural counties of Arizona and New Mexico, and desire to enter into an agreement in order to coordinate mutual efforts to preserve and protect the viability of local economies and to take legal or other steps necessary to protect local economies; and

E. **WHEREAS**, the joint operation of a non-profit corporation, known as the COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH (hereafter referred to as the "Coalition"), can serve as a mechanism to take legal actions where the counties hereto collectively, or any one of them would have standing to do so alone; and

F. **WHEREAS**, the member counties seek to combine forces to provide for greater efficiencies and economies of scale which will enable them to take actions collectively that might be impossible for them to do individually; and

G. **WHEREAS**, the member counties seek by this Agreement to revoke and replace that certain Joint Powers Agreement entered into by some or all of the member counties in approximately 1994 or 1995 which was intended to cover the same subject matter as this Agreement, and replace it with this Intergovernmental Agreement; and

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

[Handwritten 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 (Person Transfer – 06010030) for Brandon Mulloy, Mulloy's Public House, 41633 Highway 180, Nutrioso, Arizona.

BOS Meeting Date Requested 6/20/17

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 _____

[Handwritten 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

May 16, 2017

Brandon Mulloy
P.O. Box 442
Alpine, Arizona, 85920

Dear Mr. Mulloy:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Tuesday, June 20, 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". The signature is fluid and cursive.

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: 5-18-17 Date of Posting Removal: 6-7-17

Applicant's Name: Mulloy Brandon M.
Last First Middle

Business Address: 41633 Hwy 180 Nutriso, Az 85932
Street City Zip

License #: 06010030

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 Hauser 6-7-17
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.

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____

2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

**SECTION 9 Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07 and 09)**

1. License #: 06010030

2. Current Agent Name: Sandahl Douglas Charles
Last First Middle

3. Current Licensee Name: Greer Lodge Resorts, LLC
(Exactly as it appears on the license)

4. Current Business Name: Greer Lodge
(Exactly as it appears on the license)

5. Current Daytime Phone: 602-550-5433 Primary Email Address: dsandahl@cox.net

6. Does current licensee intend to operate the business while this application is pending? Yes No

7. I authorize the transfer of this license to the applicant: See attached
Signature or Agent or Individual controlling person

NOTARY

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: Sandahl Douglas Charles Entity: Agent
Last First Middle (Individual, Agent, Etc.)

2. Ownership Name: Greer Lodge Resorts LLC
(Exactly as it appears on license)

3. Business Name: Greer Lodge
(Exactly as it appears on license)

4. Business Location Address: 44 Main St. Greer Az 85927
Street City State Zip

5. License Type: Bar License Number: 06010030

6. Current Mailing Address: Po Box 80316 Phoenix Az 85060
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? Yes No

8. Does the applicant intend to operate the business while this application is pending? Yes No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) Douglas Sandahl hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) Douglas Sandahl declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY

X [Signature]
(Signature of CURRENT Individual Owner/Agent)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My commission expires on: 7/30/2020
Date

20th of December, 2016
Day Month Year



[Signature]
Signature of NOTARY PUBLIC

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

*****TEN DOLLARS AND NO CENTS***** lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Greer Lodge Resorts, LLC, an Arizona Limited Liability Company,

hereby grants, bargains, sells and transfers unto the BUYER:

Brandon M. Mulloy, and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #06010030

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: December 20, 2016

Greer Lodge Resorts, LLC, an Arizona Limited Liability Company

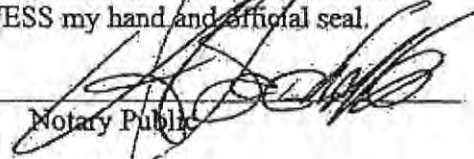
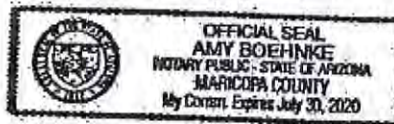


Douglas C. Sandahl, Member

State of ARIZONA }ss:
County of Maricopa

On December 20, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Douglas C. Sandahl, Member, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

Escrow No.: 00165726

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE
License 06010030

Issue Date: 6/18/2004

Expiration Date: 5/31/2018

Issued To:
DOUGLAS CHARLES SANDAHL, Agent
GREER LODGE RESORTS LLC, Owner

Location:
GREER LODGE
44 MAIN ST
GREER, AZ 85927

Mailing Address:
DOUGLAS CHARLES SANDAHL
GREER LODGE RESORTS LLC
GREER LODGE
P.O. BOX 442
ALPINE, AZ 85920

EXP

POST THIS LICENSE IN A CONSPICUOUS PLACE



06010030

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. §4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

Bm
Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) [Signature], hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

State of Arizona

County of MARICOPA }

On this 16 Day of MARCH, 2017 before me personally appeared BRANDON MICHAEL MULLOY
(Day Month Year) (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



[Signature]
Signature of NOTARY PUBLIC

(Affix Seal Above)

A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

W. J. [Signature]

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

County Manger: Discussion and possible 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.

BOS Meeting Date Requested 6/20/17

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 *[Signature]*

Beth Bond

From: Doyel Shamley
Sent: Monday, May 15, 2017 2:16 PM
To: Dave Swietanski; Travis Simshauser; Beth Bond
Cc: Jeremiah Loyd (j.loyd@eagaraz.gov); Ben Dugdale
Subject: Re: Crooked Nail Trail Update

It would be the meeting of 20Jun17, so it has to be in Beth's hands no later than 0800 on Monday 12Jun17.

I have copied Beth on this response so she can put an agenda item "teaser" under my name.

Thanks,
Doyel

On May 15, 2017, at 14:07, Dave Swietanski <dswietanski@co.apache.az.us> wrote:

Jeremiah,

I spoke w/Supervisor Shamley last week regarding the IGA amendment for the trail. He is in favor of the modifications w/regards to the match adjustment w/St. Johns still in the loop for future development. We would like to have ready for the BOS meeting in June. Let me know how you want to proceed.

Thanks'
Dave

From: Doyel Shamley
Sent: Thursday, May 11, 2017 5:49 PM
To: Ben Dugdale
Cc: Delwin P. Wengert; Devin Brown; Dave Swietanski; Tanya Pea; Jeremiah Loyd; Milnor, Adam
Subject: Re: Crooked Nail Trail Update

Thanks and great work everybody.

Please get the IGA updated and to Beth for the BOS meeting of 20Jun17.

Thanks!
Doyel

On May 11, 2017, at 17:06, Ben Dugdale <ben@co.apache.az.us> wrote:

All,

The Trail Committee has accepted the solid portion of the route I shared yesterday for study!

The consensus is that the dotted Nutrioso Creek passage is expected to be more challenging than the rest of the trail, so we intend to submit that trail section at a later

Beth Bond

From: Delwin P. Wengert
Sent: Tuesday, May 16, 2017 1:31 PM
To: Beth Bond
Subject: FW: Crooked Nail Trail Update

Let's put a reminder on this for the 20th

From: Doyel Shamley
Sent: Thursday, May 11, 2017 5:49 PM
To: Ben Dugdale <ben@co.apache.az.us>
Cc: Delwin P. Wengert <dpwengert@co.apache.az.us>; Devin Brown <devbrown@co.apache.az.us>; Dave Swietanski <dswietanski@co.apache.az.us>; Tanya Pea <tpea@co.apache.az.us>; Jeremiah Loyd <j.loyd@eagaraz.gov>; Milnor, Adam <adam_milnor@nps.gov>
Subject: Re: Crooked Nail Trail Update

Thanks and great work everybody.

Please get the IGA updated and to Beth for the BOS meeting of 20Jun17.

Thanks!
Doyel

On May 11, 2017, at 17:06, Ben Dugdale <ben@co.apache.az.us> wrote:

All,

The Trail Committee has accepted the solid portion of the route I shared yesterday for study!

The consensus is that the dotted Nutrioso Creek passage is expected to be more challenging than the rest of the trail, so we intend to submit that trail section at a later date. I'm a little bit disappointed about that but on the up-side the route still lends itself to self-directed loop-closure through town, or loops involving FS185 etc.

I have also updated the map to better communicate our desire avoid private land and to show our intent help address conflict with leaseholders with signage etc.

The map URL is still <https://caltopo.com/m/10RU>

Ben Dugdale
Apache County IT Director
<http://www.co.apache.az.us>

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
FOR PUBLIC TRAIL CONSTRUCTION OF THE CROOKED NAIL TRAIL
TOWN OF EAGAR, TOWN OF SPRINGERVILLE AND APACHE COUNTY**

THIS AGREEMENT (" Agreement") is entered into this ___ day of _____ 2017 between the TOWN OF EAGAR, an Arizona municipal corporation (hereinafter " EAGAR"), and between the TOWN OF SPRINGERVILLE, an Arizona municipal corporation (hereinafter "SPRINGERVILLE"), and Apache County, a political subdivision of the State of Arizona (hereinafter " APACHE COUNTY"). EAGAR, SPRINGERVILLE and Apache County are referred to collectively in this Agreement as the " Parties" and each individually as a " Party".

RECITALS

WHEREAS, §11-952 et seq., ARS as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local (i.e., TOWN and County) governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, All Parties seek the development of a public trail across county property as depicted on the aerial map attached hereto as Exhibit B, and Apache County has offered to create such a trail, the trail providing a safe, off highway vehicle and non-motorized pedestrian, equestrian and bicycle route for members of the public; and

WHEREAS, based upon the terms and conditions set forth herein, Apache County does not believe that it is necessary to require the Parties to seek any additional permits under the Apache County Land Use Code for its public trail improvements to the Property; and

WHEREAS; the functions described in this Agreement are lawfully authorized to the Parties, as provided in Chapter 7 Article 3 of title 11; ARS, as amended; and

WHEREAS, §11-952 et seq., ARS as amended, authorizes the Parties to cooperate and contract with one another with respect of functions lawfully authorized to each of the Parties and the people of the State of Arizona have encouraged such cooperation and contracting through the adoption of Arizona Constitution; and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the comprehensive development plan for the subject lands; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement in order to plan for the use of the Property through joint adoption of a mutually binding and enforceable comprehensive development plan and Parties consents to and agrees to be bound by the terms and conditions of the Intergovernmental Agreement.

NOW THEREFORE, The Parties believe it is in the best interests of their communities and residents to enter into this Intergovernmental Agreement for construction of the Crooked Nail Trail. In consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. PHASE I CROOKED NAIL TRAIL PUBLIC TRAIL CONSTRUCTION COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT:

This Agreement, hereinafter referred to as the "Crooked Nail Trail Agreement", including all exhibits attached hereto and incorporated herein by this reference, is adopted by all Parties, and consented to by Owner(s), as the Crooked Nail Trail Public Trail Construction Comprehensive Development Plan Intergovernmental Agreement.

2. EXPEDITED PUBLIC TRAIL CONSTRUCTION:

The Partners desire construction of the trail as soon as possible, and the following obligations are memorialized within this Agreement.

APACHE COUNTY'S OBLIGATIONS

- A) Hold and attend monthly steering committee meetings.
- B) Contribute \$37,425 in matching or in-kind services.
- C) Participate in construction activities within unincorporated Apache County.

TOWN OF EAGAR'S OBLIGATIONS

- A) Acquire ROW through the length of the Crooked Nail Trail from grants received from the Arizona State Parks OHV fund, and dedicate ROW for the Crooked Nail Trail.
- B) Hold and attend monthly steering committee meetings.
- C) Contribute \$7,425 in matching or in-kind services.

TOWN OF SPRINGERVILLE'S OBLIGATIONS

- A) Attend monthly steering committee meetings.
- B) Contribute \$7,425 in matching or in-kind services.

TERM OF AGREEMENT

EFFECTIVE DATE

This Agreement shall be effective on July 2017 and continue for one year unless terminated, cancelled or extended by either Eagar, Springerville or Apache County. The Agreement shall be automatically renewed each successive year. Either Party may terminate this Agreement either for cause or for convenience by providing the other Party with three (3) months' prior written notice of termination.

3. PARTY REPRESENTATIVES.

ENTITY:	REPRESENTATIVE:
Apache County	Delwin Wengert
75 W. Cleveland St	

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Human Resources

Date/Signature: _____

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

Discussion and possible approval of modification to the Human Resources Policy Manual Section 3.2 (Sick Leave).

BOS Meeting Date Requested 06/20/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials AW

CURRENT POLICY

3.2 SICK LEAVE

3.21 Policy:

The purpose of sick leave is to provide employees time off to deal with medical conditions. Sick leave is not to be considered a substitute for vacation. It is to be used only in cases of illness.

3.22 Coverage:

This policy applies to all classified and unclassified positions. Nothing in this policy modifies or waives the "at will" status of an unclassified employee.

3.23 Eligibility:

All County employees are eligible for sick leave with pay except the following:

- A. regular employees who have been employed fewer than 30 days;
- B. regular, part-time employees who work fewer than 1,040 hour per year;
- C. temporary employees.

3.24 Accrual and Reimbursement:

All regular, full-time employees with more than 30 days of service will earn .50 days (five hours) of sick leave each pay period. Regular, part-time employees will earn sick leave on a prorated basis. Unused sick leave will be carried forward each calendar year.

The limit for accrued sick leave is 1,500 hours.

3.25 Retiree Accumulated Sick Leave (RASL):

Employees who terminate employment with the County forfeit their sick leave, except for those employees who retire from Apache County in good standing and have a sick leave balance that exceeds 500 hours. Pursuant to A.R.S. § 38-615, upon authorization by the Board of Supervisor, payment will be made in accordance with the following schedule:

Sick Leave Balance	Rate of Reimbursement (Based on following percentages of officer's or employee's hourly rate)
500 - 749 hours	25%
750 - 999 hours	33%
1000 - 1500 hours	50%

No officer or employee who receives payments as provided in the above schedule shall receive more than \$30,000.00. If an officer or employee receives payment pursuant to this section, the officer or employee shall be paid the amount due the officer or employee in installments over a three year period.

(3.25 Cont.)

For purposes of this section, the value of sick leave credit shall not be used to compute the average salary. Further, payments authorized by this section for accumulated sick leave are not salary or compensation for the purposes of making retirement contributions or computing any pension benefit.

The provisions of this section apply only to an officer or employee of the county who is eligible to participate in the Arizona State Retirement System, the Public Safety Personnel Retirement System, the Corrections Officer Retirement Plan, or in an optional retirement program established by the Arizona Board of Regents pursuant to A.R.S. § 15-1628.

3.26 Use of Sick Leave:

In order to receive compensation while absent on sick leave, an employee shall notify his/her immediate supervisor within two hours after the beginning of his/her shift. The employee shall make a reasonable effort to notify the supervisor well in advance of any foreseeable treatment or doctor's appointment. If the absence is three working days or longer, the employee may be required to file a physician's or medicine man's certificate with the elected official or department head, stating the cause of absence.

Sick leave shall be allowed only when:

- A. The employee is too ill to perform his/her work properly, or his/her illness endangers the health or safety of other employees at the job site.
- B. The employee has been accidentally injured off-the-job and is not able to perform his/her job duties.
- C. The employee is required to participate in medical treatment or examination, as prescribed by a licensed physician or medicine man.
- D. The employee has been approved for Family Medical Leave.

3.27 Bereavement:

Use of up to five days of sick leave will be allowed in the event of the death of an eligible employee's spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

3.28 Coordination of Sick Leave and Workers' Compensation:

An employee eligible to receive payments under worker's compensation may choose to use sick leave and/or compensatory time in lieu of the worker's compensation payments. This will maintain the employee at full salary and continue normal contributions to retirement plans, etc. An employee who chooses this option, however, shall remit any payments received under worker's compensation to the County. No employee may receive both sick leave and worker's compensation payments for the same period of time except as provided in section 2.54 of these policies.

REQUESTED CHANGES

3.2 SICK LEAVE

3.21 Policy:

The purpose of sick leave is to provide employees time off to deal with medical conditions. Sick leave is not to be considered a substitute for vacation. It is to be used only in cases of illness.

3.22 Coverage:

This policy applies to all classified and unclassified positions. Nothing in this policy modifies or waives the "at will" status of an unclassified employee.

3.23 Eligibility:

All County employees are eligible to use sick leave after having completed 30 days of employment.

3.24 Accrual and Reimbursement:

All regular, full-time employees working 1664 hours or more per year, will earn five hours of sick leave each pay period. All other employees will earn 2.75 sick leave each pay period.

Unused sick leave will be carried forward each calendar year. The limit for accrued sick leave is 1,500 hours.

3.25 Retiree Accumulated Sick Leave (RASL):

Employees who terminate employment with the County forfeit their sick leave, except for those employees who retire from Apache County in good standing and have a sick leave balance that exceeds 500 hours. Pursuant to A.R.S. § 38-615, payment will be made in accordance with the following schedule:

Sick Leave Balance	Rate of Reimbursement (Based on following percentages of officer's or employee's hourly rate)
500 - 749 hours	25%
750 - 999 hours	33%
1000 - 1500 hours	50%

No officer or employee who receives payments as provided in the above schedule shall receive more than \$30,000.00. If an officer or employee receives payment pursuant to this section, the officer or employee shall be paid the amount due the officer or employee in installments over a three year period or in a single lump sum should the employee choose this option.

3.25 Cont.

For purposes of this section, the value of sick leave credit shall not be used to compute the average salary. Further, payments authorized by this section for accumulated sick leave are not salary or compensation for the purposes of making retirement contributions or computing any pension benefit.

The provisions of this section apply only to an officer or employee of the county who is eligible to participate in the Arizona State Retirement System, the Public Safety Personnel Retirement System, the Corrections Officer Retirement Plan, or in an optional retirement program established by the Arizona Board of Regents pursuant to A.R.S. § 15-1628.

3.26 Use of Sick Leave:

In order to receive compensation while absent on sick leave, an employee shall notify his/her immediate supervisor within two hours after the beginning of his/her shift. The employee shall make a reasonable effort to notify the supervisor well in advance of any foreseeable treatment or doctor's appointment. If the absence is three working days or longer, the employee may be required to file a physician's or medicine man's certificate with the elected official or department head, stating the cause of absence.

Sick leave shall be allowed only when:

- A. The employee is too ill to perform his/her work properly, or his/her illness endangers the health or safety of other employees at the job site.
- B. The employee has been accidentally injured off-the-job and is not able to perform his/her job duties.
- C. The employee is required to participate in medical treatment or examination, as prescribed by a licensed physician or medicine man.
- D. The employee has been approved for Family Medical Leave.

3.27 Bereavement:

Use of up to five days of **earned** sick leave will be allowed in the event of the death of an eligible employee's spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

3.28 Coordination of Sick Leave and Workers' Compensation:

An employee eligible to receive payments under worker's compensation may choose to use sick leave and/or compensatory time in lieu of the worker's compensation payments. This will maintain the employee at full salary and continue normal contributions to retirement plans, etc. An employee who chooses this option, however, shall remit any payments received under

3.28 Cont.

worker's compensation to the County. No employee may receive both sick leave and worker's compensation payments for the same period of time except as provided in section 2.54 of these policies.



Apache County Human Resources

Post Office Box 989
St. Johns, AZ 85936
(928) 337-7594 - Fax (928) 337-7606

MEMORANDUM

To: Joe Shirley, BOS Chairman, District I
Alton Shepherd, Supervisor, District II
Doyal Shamley, BOS Vice-Chairman, District III

From: Glenn Joy, H.R. Specialist, Human Resources 8

Date: June 14, 2017

Subject: Policy Changes Agenda Item Explanation

As can be seen on the June 20, 2017 agenda, the item is being requested so that Apache County will A) become compliant with the newly passed Proposition 206 which mandates that all employees, regardless of employment status be granted sick leave. The specifics to these changes are as follows:

3.23 ELIGIBILITY:

PRO: With the new mandates of Prop 206, all employees are now eligible to earn sick time. This being the case, the eligibility restrictions of the old policy are no longer applicable and are being updated to include all employees as well as specifying that employees must complete 30 days of service before being paid for sick events.

CON: As the new law is a mandate, there are no true cons involved in this change.

3.24 ACCRUAL AND REIMBURSEMENT:

PRO: No change has been made to the allowance of 5.0 hours of credited leave time to full time employees is made here. The change to allowances of employees below full time is being set for the purpose of both adhering to the new law as well alleviating the necessity of tracking of individual employees. The accrual amount of one hour of sick leave to every 30 hours of work would require that all temporary and part time employees would necessitate the tracking of each individual employee and then the manual correction to each employee account. The current payroll program will not allow for the automatic calculation of accrual times. When the above calculation is factored, the accrual number for a 40 hour temporary will be 1.33 hours credited per week or 2.66 hours per payroll. Allowing for an accrual of 2.75 hours per payroll will ensure that Apache County is in adherence with the law and ensure that we do not "shortchange" anyone, making us out of compliance. As for the allowance of the same rate for all other

permanent part time employees, while generous, it will both eliminate the need for tracking and will allow the permanent employee to feel that their service to the county is appreciated as much as those who are not normally allowed benefits.

CON: The proposed change for part-time and temporary employees is more generous than required by the new law.

3.25 RETIREE ACCUMULATED SICK LEAVE (RASL):

PRO: The change to the payout option will allow for the retiree to leave with the full allowed disbursement of funds. This will also allow a retiree to make a single payment to a potential alternative retirement fund. This option will also allow the payroll department to close out the account of a retiree who might require a three year installment payout of amounts which can be considered to be exceptionally low, i.e. hundreds of dollars.

CON: A large excessive payout, for say a Director or Chief Deputy could potentially skew a department's budget.

3.27 BEREAVEMENT:

PRO: The addition of the single word "earned" ensures that employees who never had the opportunity to use sick leave will not be inclined to abuse the new benefit.

CON: The negative to this word is that it might be seen as potentially restrictive.

Thank you for your consideration to these changes.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature:

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

Resolution
Ratify the proclamation regarding Stage One Fire Restrictions effective June 16, 2017.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

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 # 2017 - 09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA,
DECLARING STAGE 1 FIRE RESTRICTIONS DUE TO SEVERE
TEMPERATURES AND EXTREME FIRE DANGER**

WHEREAS, Apache County Board of Supervisors has previously enacted Ordinance 2014-05 establishing the Apache County Outdoor Fire Ordinance detailing restrictions and punishments in certain situations of high fire danger, and;

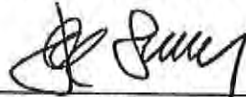
WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, the people, lands, infrastructure and economic activities within the exterior boundaries of Apache County are under imminent threat from wildfire due to high temperatures and extremely dry conditions, and;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 1 Fire Restrictions as defined in Apache County Ordinance 2014-05, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on June 16, 2017.



Dr. Joe Shirley
Chairman of the Board

ATTEST:


Delwin Wengert, Clerk of the Board

ORDINANCE NO. 2014-05



OUTDOOR FIRE ORDINANCE

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No. 2003-21 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, potential high-risk occasions (4th of July, etc.), and large fire activity occurring on a unit or within the Region. Fire restrictions should not be considered the primary prevention program and all other alternatives should be taken prior to considering fire restrictions.

Emergency closures have an extreme impact on the public and fire agencies, and are discouraged except under the most severe conditions. Closures should be implemented only in situations where the public's safety cannot be guaranteed. Closures are not justified by fire danger alone, but should be driven by the potential for risk to life safety due to extreme fire behavior, high potential for human-caused fires, severe shortages of resources, and numerous large fires.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:

1. **TITLE**
This ordinance shall be known as the Apache County Outdoor Fire Ordinance.
2. **REPEAL OF PRIOR ORDINANCE**
Ordinance No. 2003-21, the Open Outdoor Fire Ordinance, is hereby repealed in its entirety.
3. **EFFECTIVE AREA / FIRE ZONES**
This Ordinance is effective in the unincorporated area of Apache County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe. For purposes of this Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.

4. PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR

- 4.1** The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.
- 4.2** It is the duty of the Apache County Emergency Management Director/Manager, (after consultation as the Emergency Management Director/Manager deems appropriate, with the U.S. Forest Service (“USFS”), local Fire Districts, state or municipal Emergency Management Directors, or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.
- 4.2.1** The Emergency Management Director/Manager shall utilize the USFS Apache-Sitgreaves Test Data and Monitoring Systems (www.fs.fed.us) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERC) reading reaches 80.
- 4.2.2** The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.
- 4.2.3** When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Emergency Management Director shall recommend to the Chairman of the Board of Supervisors or designee, that such restrictions be ordered pursuant to the Chairman’s emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Notwithstanding the forgoing, the restrictions shall automatically lapse, unless it is first ratified by the Apache County Board of Supervisors, at the next legally scheduled Board meeting. Upon the issuance of the Chairman’s order, the Emergency Management Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.
- 4.2.4** Upon issuance of the initial order, the County shall suspend issuance of burning permits until the emergency fire restriction order is lifted.
- 4.2.5** Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per the NOAA-ERC combination to

determine the cancellation of restrictions. The Emergency Management Director/manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update of the change in restrictions at the next legally scheduled Board meeting.

5. DEFINITIONS

- 5.1 “Campfire” means an open outdoor fire used only for the cooking of food or for providing personal warmth for human beings or for recreational purposes.
- 5.2 “Charcoal Fire” means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.3 “Combustion Engines” means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.4 “Emergency Management Director” means the County official designated as such by the Board of Supervisors.
- 5.5 “Fire Arms” means a weapon that launches one or more projectiles at high velocity through the confined burning of a propellant
- 5.6 “Fireworks” means any composition or device consisting of a combination of explosives and combustibles, detonated to generate colored lights, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 5.7 “Flue” means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as a chimney, stovepipe or stack.
- 5.8 “Open Outdoor Fire” means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue, but not including campfires and charcoal fires.
- 5.9 “Recreational Fire” means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes.
- 5.10 “Red Flag Warning” (or “Red Flag Conditions”) means a determination by the National Oceanic and Atmospheric Administration to inform the County and other

agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.

6. NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7:

- 6.1** It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes. The following fires are exempt from this restriction:

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 6.1.1** Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires); for the branding of animals; for the purpose of frost protection in farming or nursery; or for the disposal of flags pursuant to federal law.
- 6.1.2** Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires.
- 6.1.3** The control of an active wildfire will occur after coordination with the County Emergency Management Director/Manager.
- 6.1.4** Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County agricultural agents for the purposes of disease and pest prevention.
- 6.1.5** Fires authorized by special permits as issued by the Emergency Management Director/Manager.
- 6.1.6** After coordination with the Emergency Management Director/Manager, Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

- 6.1.7 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.
- 6.1.8 Fires permitted by Local Fire Chief's within their Jurisdiction.
- 6.1.9 Fires for the purpose of burning rubbish, waste material or refuse.

7. **EMERGENCY FIRE RESTRICTIONS**

In addition to the non-emergency fire restrictions set forth in Section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

- 7.1 During "Red Flag Warning" conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).
- 7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.
- 7.3 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.
 - 7.3.1 Burn permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.
- 7.4 It shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer or display fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, tracer bullets and/or explosive targets in the unincorporated areas of Apache County.

STAGE I: Minimal Restrictions

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire, campfire, unless noted in the exemptions below.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
3. Use of any and all fireworks.
4. Use of Tracer bullets and/or explosive targets.

Note: for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore the wording for the prohibition may be slightly different.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris.
2. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated by city ordinance.
6. Other exemptions unique to each agency/tribe.

STAGE II: Moderate Restrictions

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine other than exemption 7 below.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of Tracer bullets and/or explosive targets.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Industrial operations where specific operations and exemptions are identified and mitigation measures are implemented as outlined in an agency plan.
3. Persons operating internal combustion engines with spark arrestors such as lawnmowers and landscaping equipment in maintained landscaped space.
4. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
5. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
6. Operating generators with an approved spark arresting device within an enclosed vehicle or building or in an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
7. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
8. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
9. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
10. After coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
11. All land within a town boundary is exempted unless otherwise stated by town ordinance.

STAGE III: Extreme Fire Danger

Extreme Fire Danger is the method that would be employed if conditions are so extreme that the potential of a catastrophic disaster is highly likely.

Examples include:

- Potential loss of life due to explosive fire conditions.
- Potential for extreme or blowup fire behavior.
- Stage II restrictions are not effective in reducing the number of human-caused fires.
- Resources across the geographic area are at a critical shortage level.

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of explosive targets.
7. Use of tracer round ammunition.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Emergency repair of public utilities and railroads as per attached conditions.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After Coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated in city ordinance.
6. Other exemptions unique to each town /tribe.

8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1 Fires set or permitted by any public officer, federal, state or local, in the performance of the officer's official duties.
- 8.2 Fires set or permitted by the State Entomologist or Apache County agricultural agents for the purpose of disease and pest prevention.
- 8.3 After coordination with the Emergency Management Director/Manager, Fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.
- 8.4 Any federally recognized Indian Tribe.
- 8.5 Fires permitted by the Emergency Management Director or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.
- 8.6 Fires permitted by Local Fire Chiefs within their Jurisdiction.

9. FAILURE TO OBEY LAWFUL ORDER

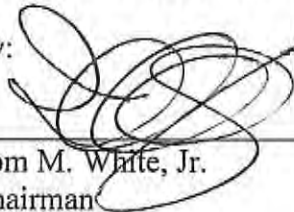
Under Emergency Fire Restrictions, Stage II or III, failure to obey a lawful order by the Emergency Management Director/Manager, a peace officer, a firefighter or other officer of a Fire District, or uniformed personnel of the USFS acting within the officers area of Jurisdiction or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

10. ENFORCEMENT / PENALTIES

- 10.1** This Ordinance may be enforced by the Emergency Management Director or designee, any peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of a Fire District acting within the officer's area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.
- 10.2** Civil Violation. Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750), plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.3** Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required and reimbursement for emergency response personnel and equipment, and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.4** Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

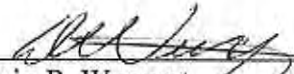
SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona on March 18, 2014

APACHE COUNTY BOARD OF SUPERVISORS

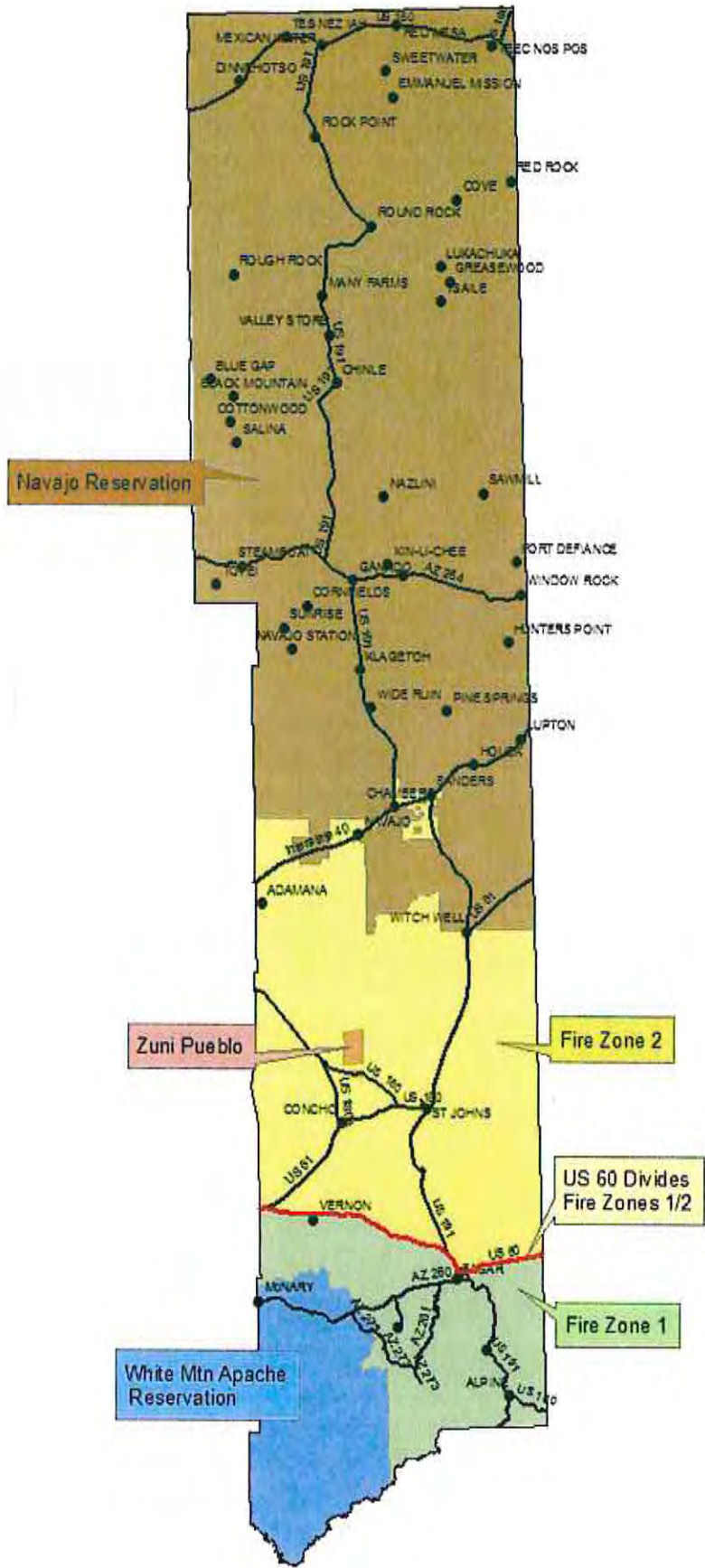
By: 

Tom M. White, Jr.
Chairman

ATTEST:



Delwin P. Wengert
Clerk of the Board of Supervisors



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

100.01

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

Apache County Sheriff's Office

Date/Signature: Jance Sj 5/24/17

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

Sheriff's Office requests approval to enter into an intergovernmental agreement with the Arizona Department of Public Safety regarding the testing and implementation of a new criminal justice information system for the Apache County Regional Dispatch Center.

BOS Meeting Date Requested June 6, 2017 2017

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: See the attached email

Finance Review:

Signature: See the attached email

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

[Signature]



OFFICE OF THE SHERIFF
Joseph Dedman, Jr., Sheriff
Apache County, Arizona



Chief Deputy
Brannon R. Eagar

District 1 & 2
Cmdr. John Scruggs

District 3 & 4
Cmdr. Roscoe Herrera

Detention
Cmdr. Michael Cirivello

ACCENT
Cmdr. Lance Spivey

To: The Apache County Board of Supervisors

From: Lance Spivey, Commander *LS + A.50*

Date: May 24, 2017

Subject: **Background Information for Memorandum of Agreement**

The Apache County Sheriff's Office is requesting approval to enter into a Memorandum of Agreement with the Arizona Department of Public Safety to establish a new Arizona Criminal Justice Information System for the Sheriff's Office.

Background:

- Currently, the Sheriff's Offices uses a secondary program to provide this link, which is now defunct
- The new program that will be used will be provided through SunRidge Systems, which provides the Sheriff's Office Records Management System, Computer Aided Dispatch Services, and InCustody Systems.
- The cost to implement this switch was \$8,500.00. This fee has already been paid by the Sheriff's Office.
- The annual maintenance fee will be approximately \$400 per year; compared to \$4,625 per year.
- The Arizona Criminal Justice Information System is the law enforcement database which provides criminal justice information to criminal justice agencies. This information comes from law enforcement agencies across the nation and internationally in some instances.
- Without this interface, the Sheriff's Office will not be able to provide this information to the law enforcement agencies that are serviced by the Regional Dispatch Center.

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

MEMORANDUM OF AGREEMENT
CRIMINAL JUSTICE INFORMATION SYSTEMS

WHEREAS, the Apache County Information Technology Department operates an electronic data processing and computer center to store and process certain criminal justice information; and

WHEREAS, Apache County is desirous of interfacing its computer system with the Arizona Criminal Justice Information System (ACJIS); and

WHEREAS, it is a prerequisite for accessing ACJIS via computer interface that the concerned computer operations be under the management of a criminal justice agency; and

WHEREAS, it is not the purpose of this agreement to infringe upon or impair the normal right of the director of Apache County Information Technology Department to make and place in effect decisions concerning the operation of the Apache County Information Technology Department, any of the rights, powers or authority the director of the Apache County Information Technology Department had prior to the signing of this agreement is retained except that specifically abridged, delegated, granted or modified by this agreement; and

WHEREAS, various statutes, regulations and rules require that certain conditions be met to ensure the privacy and security of the criminal justice information, accessed through ACJIS, in local computer systems; and

WHEREAS, this agreement is necessary to comply with those requirements, and to obtain authorization for the Apache County to interface its computer with that of the Arizona Department of Public Safety;

IT IS THEREFORE, AGREED AS FOLLOWS:

- A. The Apache County Sheriff's Office is hereby designated to have management control of the Apache County Information Technology Department computer operations relating only to the utilization of storage, processing, handling and dissemination of criminal justice information accessed through ACJIS, and the Apache County Sheriff, Joseph Dedman, or his mutually agreed on designee, is authorized to take administrative action necessary to ensure compliance with all statutes, regulations and other laws relating to the privacy and security of computerized criminal justice information accessed through ACJIS. Management control shall include, but not be limited to, the right to the following things:

1. Set and enforce priorities and policies governing the operation of computers, circuits and telecommunications terminals to process criminal justice information accessed through ACJIS, insofar as that equipment is used to process, store or transmit criminal justice information;
2. Set and enforce security measures regarding:
 - a. A backup power supply or uninterruptible power source.
 - b. Environmental monitors and controls for temperature, air conditioning, humidity and the like.
 - c. Emergency lighting.
 - d. Adequate fire detection/suppression devices.
 - e. Emergency shutdown of system and/or power devices.
 - f. Duplicate computer files as a countermeasure for unauthorized destruction of original files, which are to be maintained off premises. Computer tapes or disks shall be locked in a safe, fireproof storage area under the control of senior agency personnel. Secondary storage (second location) will be used to back up data.
3. Set and enforce standards for the selection, training, supervision and termination of personnel involved in the processing, storing or transmitting of criminal justice information accessed through ACJIS;
 - a. The Apache County Information Technology Department agrees the Apache County Sheriff's Office will screen and have the right to reject for employment or assignment any personnel proposed to be authorized for access to criminal justice information accessed through ACJIS.
 - b. The Apache County Information Technology Department agrees that only designated criminal justice agency employees shall know the criminal justice information system programs in their entirety.
 - c. The Apache County Information Technology Department agrees to initiate or permit the Apache County Sheriff's Office to initiate, administrative action leading to the immediate transfer or removal of Apache County Information Technology Department employees where such employees are believed to have violated provisions of Title 28, Code of Federal Regulations, or the provisions of the Arizona Criminal Justice Information Systems user agreement with the Arizona Department of Public Safety, or other security requirements established for the collection, storage or dissemination of criminal justice information.

- d. The Apache County Sheriff's Office understands and agrees that the day to day supervision of employees of the Apache County Information Technology Department shall remain the responsibility of the Apache County Information Technology Department director.
 - e. Any Apache County Information Technology Department employee involved in or associated with an administrative investigation related to the provisions of this agreement shall make themselves available as directed by the investigator conducting the administrative investigation. The director of the Apache County Information Technology Department shall ensure that all personnel or other information necessary for the completion of an administrative investigation are made available to the administrative investigator upon request.
4. The Apache County Information Technology Department and the Apache County Sheriff's Office agree that the Apache County Information Technology Department, the Apache County Sheriff's Office, Sheriff Joseph Dedman, or his designee, and the Arizona Department of Public Safety shall have the authority to independently or jointly inspect, monitor and audit all procedures and systems pursuant to this agreement and any other matters concerned with the security of criminal justice information accessed through ACJIS.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Apache County Sheriff's Office

Joseph Dedman Jr., Sheriff

Date

Apache County Information Technology Department

Benjamin Dugdale, Director

Date

Delwin P. Wengert, County Manager

Date

REVIEWED BY:

Michael Whiting, County Attorney

Date

Beth Bond

From: Lance Spivey
Sent: Wednesday, May 31, 2017 1:01 PM
To: Stephenie Puzzi
Subject: Fwd: Emailing - ACJIS BOS Agenda.pdf

Lance Spivey, Ed.D.
Investigative Services Division
Apache County Sheriff's Office
Office: 928-337-7583
Fax: 928-337-3704
Email: lspivey@co.apache.az.us

Begin forwarded message:

From: Joe Young <jyoung@apachelaw.net>
Date: May 31, 2017 at 08:57:23 MDT
To: Lance Spivey <lspivey@co.apache.az.us>, Ben Dugdale <ben@co.apache.az.us>, Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: Emailing - ACJIS BOS Agenda.pdf

I do not have a legal issue with the document.

From: Lance Spivey [<mailto:lspivey@co.apache.az.us>]
Sent: Wednesday, May 24, 2017 11:41 AM
To: Joe Young; Ben Dugdale; Ryan Patterson
Subject: Emailing - ACJIS BOS Agenda.pdf

Please see the attached item.

Beth Bond

From: Lance Spivey
Sent: Wednesday, May 31, 2017 1:01 PM
To: Stephenie Puzzi
Subject: Fwd: Emailing - ACJIS BOS Agenda.pdf

Lance Spivey, Ed.D.
Investigative Services Division
Apache County Sheriff's Office
Office: 928-337-7583
Fax: 928-337-3704
Email: lspivey@co.apache.az.us

Begin forwarded message:

From: Ryan Patterson <rpatterson@co.apache.az.us>
Date: May 30, 2017 at 09:58:47 MDT
To: Lance Spivey <lspivey@co.apache.az.us>
Subject: Re: Emailing - ACJIS BOS Agenda.pdf

Please accept as signature.

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Lance Spivey <lspivey@co.apache.az.us>
Date: 5/24/17 11:40 AM (GMT-07:00)
To: Joe Young <jyoung@apachelaw.net>, Ben Dugdale <ben@co.apache.az.us>, Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Emailing - ACJIS BOS Agenda.pdf

Please see the attached item.

Beth Bond

From: Stephenie Puzzi
Sent: Wednesday, May 31, 2017 1:46 PM
To: Beth Bond
Cc: Lance Spivey
Subject: Agenda Item
Attachments: Fwd: Emailing - ACJIS BOS Agenda.pdf; Fwd: Emailing - ACJIS BOS Agenda.pdf; Fwd: Emailing - ACJIS BOS Agenda.pdf; Fwd: Emailing - ACJIS BOS Agenda.pdf

Beth,

Commander Spivey asked me to forward you this request along with the responses from IT, County Attorney and Finance.

Thank you,
Stephenie

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

APC Form 2016

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

Apache County Sheriff's Office

Date/Signature:

[Handwritten Signature]

10/5/2017

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

Sheriff's Office requests approval to enter to Arizona Criminal Justice Agreement DC-18-001 in the amount of \$225,276 to fund the Apache County Special Crimes Enforcement Team for FY18. The grant requires a \$56,319.00 match.

BOS Meeting Date Requested 06/20/2017

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: See the attached email

Finance Review:

Signature: See the attached email

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

[Handwritten Initials]

Lance Spivey

From: Ryan Patterson
Sent: Monday, June 12, 2017 6:44 AM
To: Lance Spivey
Subject: RE: Byrne JAG Review for Agenda on 6/20/17

The item is fine. Please accept this email as signature.

From: Lance Spivey
Sent: Thursday, June 8, 2017 2:38 PM
To: Ryan Patterson <rpatterson@co.apache.az.us>; Joe Young <jyoung@apachelaw.net>
Subject: Byrne JAG Review for Agenda on 6/20/17

Just following up to see if this item has been reviewed.

Lance Spivey

From: Joe Young
Sent: Wednesday, May 31, 2017 7:57 AM
To: Lance Spivey; Ben Dugdale; Ryan Patterson
Subject: RE: Emailing - ACJIS BOS Agenda.pdf

I do not have a legal issue with the document.

From: Lance Spivey [mailto:lspivey@co.apache.az.us]
Sent: Wednesday, May 24, 2017 11:41 AM
To: Joe Young; Ben Dugdale; Ryan Patterson
Subject: Emailing - ACJIS BOS Agenda.pdf

Please see the attached item.



OFFICE OF THE SHERIFF
Joseph Dedman, Jr., Sheriff
Apache County, Arizona



Chief Deputy
Brannon R. Eagar

District 1 & 2
Cmdr. John Scruggs

District 3 & 4
Cmdr. Roscoe Herrera

Detention
Cmdr. Michael Cirivello

ACCENT
Cmdr. Lance Spivey

To: The Apache County Board of Supervisors
From: Lance Spivey, Commander *JLS-50*
Date: June 5, 2017
Subject: **Background Information for Byrne JAG**

Sheriff's Office requests approval of the Byrne Justice Assistance Grant Agreement DC-17-001 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$225,276.00. This funding will continue to allow the Taskforce to operate in Apache County, Arizona.

Background:

- Byrne Justice Assistance Grant provides funding for various criminal justice initiatives. These initiatives are classified into different Program Tiers. Tier I programs include apprehension and prosecution.
- This grant has been utilized by Apache County since 2004.
- The grant enables the Apache County Sheriff's Office and the Saint Johns Police Department to provide personnel to the Apache County Special Crimes Enforcement Team.
- The Taskforce is responsible for investigating drug, gang and violent crime; which is referred to the taskforce by law enforcement agencies throughout the County, State and United States.
- As of the end of the third quarter, SCET has arrested 211 offenders for various crimes. SCET has removed over \$8.7 million dollars in illegal drugs.

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



Arizona Criminal Justice Commission

Chairperson
SEAN DUGGAN, Chief
Chandler Police Department

Vice-Chairperson
SHEILA POLK
Yavapai County Attorney

MARK BRNOVICH
Attorney General

JOE R. BRUGMAN, Chief
Safford Police Department

DAVID K. BYERS, Director
Administrative Office of the Courts

KELLY "KC" CLARK
Navajo County Sheriff

DAVE COLE
Former Judge

BARBARA LAWALL
Pima County Attorney

FRANK MILSTEAD, Director
Agency of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Mayor

VACANT
Law Enforcement Leader

Executive Director
Andrew T. LeFevre

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

June 2, 2017

Sheriff Joseph Dedman Jr.
Apache County Sheriff's Office
P.O. Box 518
370 South Washington Street
St. Johns, AZ 85936

Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2018 Cycle 31 Award, DC-18-001

Dear Sheriff Joseph Dedman Jr.:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 31, FY 2018 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the attached agreement and accompanying documentation as revisions or new requirements may have been included. Please return the Grant Agreement in its entirety with authorized signatures to the Arizona Criminal Justice Commission office. Agreements not returned within 90 days of the award date with authorized signatures may be cancelled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable. Required document forms can be accessed at this link: [DGVCC Reporting Forms](#).

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Activity reporting can be accessed at: <http://acicreporting.azcjc.gov>

If you have any questions, please contact Anna Haney at ahaneyazcjc.gov or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Program Manager
Drug, Gang, and Violent Crime Control Program

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



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

ACJC Grant Number DC-18-001
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 2nd day of June, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through Apache County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 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 Sheriff's Office
 P.O. Box 518
 370 South Washington Street
 St. Johns, AZ 85936
 Attn: **Sheriff Joseph Dedman Jr.**

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$85,900.00
Fringe Benefits (for salaries/overtime)*	\$93,470.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	\$45,906.00
Travel In-State	
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	NOT APPROVED
Supplies	
Registration/Training	
Other	NOT APPROVED
Equipment	NOT APPROVED
Capital	NOT APPROVED
Noncapital	
TOTAL	NOT APPROVED NOT APPROVED \$225,276.00
Positions Funded:	
Apache SO Commander (1.00 FTE), Apache SO Deputy (0.70 FTE), St. Johns PD Detective (1.0 FTE)	
Equipment Type: NOT APPROVED	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$90,110.00 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$78,847.00 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 \$56,319.00.
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* https://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://ojp.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 with 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.acjc.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://oip.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/ojptrainingguideprinciples.html>
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. 2015-DJ-BX-1070 and 2016-DJ-BX-0542 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

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 (EEOP). 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 EEOP (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 EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP 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.dov/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 OVW, 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
Drug, Gang, and Violent Crime Control
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 to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
6. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
7. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfi.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
8. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
9. GRANTEE agrees that within 45 days of award, for any agency that is eligible to receive income as a result of grant-funded activities, it will complete the ACJC Program Income

Worksheet.

- 10.** GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
- 11.** Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperofmancetools.org). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
- 12.** Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- 13.** GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
- 14.** GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
- 15.** 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.
- 16.** GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.eis.usdoj.gov/BJA/resource/nea.html> for programs relating to methamphetamine laboratory operations.
- 17.** GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
- 18.** GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
- 19.** If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program,

available at www.nif.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

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
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, 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.

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.

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Drug Related Arrest Activity								
	Buy / Receive	Cultivate / Manuf.	Distribute / Sale	Possess / Conceal	Transport / Import	Consume / Use	Other	Total
Cocaine (powder)								0
Crack (cocaine)								0
Ecstasy (MDMA)								0
Hashish								0
Heroin			4	4				8
Fentanyl								0
Marijuana		5		18	13			36
High Grade Marijuana								0
Medical Marijuana								0
Marijuana Plants								0
Synthetic Cannabinoids								0
LSD								0
PCP								0
Methamphetamine/Amphetamine			4	12	4			20
Prescription Stimulant								0
Prescription Sedative			1					1
Prescription Pain Reliever				3				3
Ketamine								0
Unknown Drug								0
Psilocybin (mushrooms)								0
Steroids								0
Salvia								0
Paraphernalia				14				14
Other (List below)								
Name 1								0
Name 2								0
Name 3								0
Name 4								0
Name 5								0
Total	0	5	9	51	17	0	0	82
Prescription Drug Arrests								
Number of drug related arrests from table above that also included prescription drugs								
								4

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Drug and Non-drug Criminal Arrests			
	Drug	Non-drug	Total
Persons arrested for violent crime (except gang members)	82	28	110
Gang members arrested (except violent crime)			0
Gang members arrested for violent crime			0
Neither or not known			0
Total	82	28	110

Felony and Misdemeanor Arrests			
	Drug	Non-drug	Total
Felony	82	15	97
Misdemeanor		13	13
Total	82	28	110

Offender Arrest Profile - Age							
Race / Hispanic Origin	Under 18		18 and Over		Total		Combined
	Male	Female	Male	Female	Male	Female	
Caucasian			40	22	40	22	62
Black			9	3	9	3	12
Hispanic			20	4	20	4	24
American Indian/Native Alaskan			3	3	3	3	6
Asian				1	0	1	1
Native Hawaiian/Pacific Islander			1		1	0	1
Other			3	1	3	1	4
Unknown					0	0	0
Total	0	0	76	34	76	34	110

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report

Drug Removals By Quantity and Value							Conversion Chart
Drug Type	Measure	Drug Seizures		Drug Purchases		Totals	
		Quantity Seized	Value	Quantity Purchased	Value	Quantity	Value
Cocaine (powder)	Kilograms					0	\$0
Crack (cocaine)	Grams					0	\$0
Ecstasy (MDMA)	Each					0	\$0
Hashish	Grams					0	\$0
Heroin	Grams	7.5	\$450			7.5	\$450
Fentanyl	Micrograms					0	\$0
Marijuana	Pound	104.68	\$188,424			104.68	\$188,424
High Grade Marijuana	Pound					0	\$0
Medical Marijuana	Ounces					0	\$0
Marijuana Plants	Each	70	\$1,260,000			70	\$1,260,000
Synthetic Cannabinoids	Grams	102.06	\$2,041			102.06	\$2,041
LSD	Dosage Units					0	\$0
PCP	Dosage Units					0	\$0
Methamphetamine/Amphetamine	Grams	2182.28	\$87,291			2182.28	\$87,291
Prescription Stimulant	Each					0	\$0
Prescription Sedative	Each	28	\$448			28	\$448
Prescription Pain Reliever	Each					0	\$0
Ketamine	Milligrams (mg)					0	\$0
Unknown Drug	Dosage Units					0	\$0
Psilocybin (mushrooms)	Grams					0	\$0
Steroids	Milliliter (ml)					0	\$0
Salvia	Grams					0	\$0
Paraphernalia	Each	25	\$500			25	\$500
Other (List below)							
Name 1	Measure 1					0	\$0
Name 2	Measure 2					0	\$0
Name 3	Measure 3					0	\$0
Name 4	Measure 4					0	\$0
Name 5	Measure 5					0	\$0
Total			\$1,539,154		\$0		\$1,539,154

Marijuana Grows		
	Indoor	Outdoor
Number of Growing Operations Seized	3	

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report

Asset Seizures			Vehicle, Boat Values		Weapons Seized by Weapon Type	
Asset Type	Number of Seizures	Value of Seizures	Kelly Blue Book	NADA guide	Weapon Type	Number of Weapons
Vehicles					Handguns (except semi-automatic)	4
Vessels					Semi-Automatic Handguns	
Aircraft					Rifles (except semi-automatic)	10
Currency	11	\$43,617			Semi-Automatic Rifles	1
Other Financial Instrument					Shotguns (except semi-automatic)	
Real Property (Real Estate)					Semi-Automatic Shotguns	
Weapons	15	\$5,800			Automatic Weapons/Machine Guns	
Other					Knives/Cutting Instruments	
Total	26	\$49,417			Explosive Devices	
Total Number of Seizure Cases						
Federal Seizure Cases					Other	
State Seizure Cases					Total	15
Total					Firearms and NIBIN	
Methamphetamine Related Statistics						
Methamphetamine Related Investigations		9			Firearms Reported to NIBIN	
Clandestine Labs Seized					Firearms traced through ATF	
Minors Involved in Meth Labs Seized					# of individuals charged with firearm crimes	
Meth Dump Site Discovered						
Meth Related Sites Referred for Mitigation/Clean-up						

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Investigation Data	
	Total
New Investigations Opened this Quarter	72
Pending Investigations this Quarter	
Dropped Investigations this Quarter	
Closed Investigations this Quarter	72

Drug Trafficking Organizations			
	Disrupted	Dismantled	Total
Low Level (Street Dealer)			0
Mid Level (Distributor/Retailer)			0
High Level (Manufacturer/Supplier)		3	0
Total	0	3	3

Search Warrants Served	
Federal	
State	9
Other	
Total	9

Training / Community Involvement	
How many ACJC grant funded employees received/provided training or participated in community meetings/school presentations during the reporting period:	
# of trainings attended	2
# of trainings provided	1
How many community meetings were held during reporting period	
How many school presentations were offered during reporting period	

End of Task Force Activity section

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Drug Related Arrest Activity									
	Buy / Receive	Cultivate / Manuf.	Distribute / Sale	Possess / Conceal	Transport / Import	Consume / Use	Other	Total	
Cocaine (powder)								0	
Crack (cocaine)								0	
Ecstasy (MDMA)								0	
Hashish								0	
Heroin								0	
Fentanyl								0	
Marijuana								0	
High Grade Marijuana		1		13	7			21	
Medical Marijuana								0	
Marijuana Plants				1				1	
Synthetic Cannabinoids								0	
LSD								0	
PCP								0	
Methamphetamine/Amphetamine				5	2			7	
Prescription Stimulant								0	
Prescription Sedative								0	
Prescription Pain Reliever				1				1	
Ketamine								0	
Unknown Drug								0	
Psilocybin (mushrooms)								0	
Steroids								0	
Salvia								0	
Paraphernalia				11				11	
Other (List below)									
Name 1								0	
Name 2								0	
Name 3								0	
Name 4								0	
Name 5								0	
Total	0	1	0	31	9	0	0	41	
Prescription Drug Arrests									
Number of drug related arrests from table above that also included prescription drugs					1				

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report

Drug and Non-drug Criminal Arrests			
	Drug	Non-drug	Total
Persons arrested for violent crime (except gang members)	41	9	50
Gang members arrested (except violent crime)			0
Gang members arrested for violent crime			0
Neither or not known			0
Total	41	9	50

Felony and Misdemeanor Arrests			
	Drug	Non-drug	Total
Felony	41	5	46
Misdemeanor		4	4
Total	41	9	50

Offender Arrest Profile - Age						
Race / Hispanic Origin	Under 18		18 and Over		Total	
	Male	Female	Male	Female	Male	Female
Caucasian			25	11	25	11
Black			4		4	0
Hispanic			7	3	7	3
American Indian/Native Alaskan					0	0
Asian					0	0
Native Hawaiian/Pacific Islander					0	0
Other					0	0
Unknown					0	0
Total	0	0	36	14	36	14

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report

Drug Removals By Quantity and Value							
Drug Type	Measure	Drug Seizures		Drug Purchases		Totals	
		Quantity Seized	Value	Quantity Purchased	Value	Quantity	Value
Cocaine (powder)	Kilograms					0	\$0
Crack (cocaine)	Grams					0	\$0
Ecstasy (MDMA)	Each					0	\$0
Hashish	Grams	10	\$500			10	\$500
Heroin	Grams					0	\$0
Fentanyl	Micrograms					0	\$0
Marijuana	Pound					0	\$0
High Grade Marijuana	Pound	153.64	\$276,552			153.64	\$276,552
Medical Marijuana	Ounces					0	\$0
Marijuana Plants	Each	6	\$43,200			6	\$43,200
Synthetic Cannabinoids	Grams					0	\$0
LSD	Dosage Units					0	\$0
PCP	Dosage Units					0	\$0
Methamphetamine/Amphetamine	Grams	9079	\$363,160			9079	\$363,160
Prescription Stimulant	Each					0	\$0
Prescription Sedative	Each					0	\$0
Prescription Pain Reliever	Each	1	\$20			1	\$20
Ketamine	Milligrams (mg)					0	\$0
Unknown Drug	Dosage Units					0	\$0
Psilocybin (mushrooms)	Grams					0	\$0
Steroids	Milliliter (ml)					0	\$0
Salvia	Grams					0	\$0
Paraphernalia	Each	7	\$300			7	\$300
Other (List below)							
Name 1	Measure 1					0	\$0
Name 2	Measure 2					0	\$0
Name 3	Measure 3					0	\$0
Name 4	Measure 4					0	\$0
Name 5	Measure 5					0	\$0
Total			\$683,732		\$0		\$683,732

Marijuana Grows		
	Indoor	Outdoor
Number of Growing Operations Seized	1	

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report

Asset Seizures			Vehicle, Boat Values		Weapons Seized by Weapon Type	
Asset Type	Number of Seizures	Value of Seizures	Kelly Blue Book	NADA guide	Weapon Type	Number of Weapons
Vehicles	1	\$25,000			Handguns (except semi-automatic)	1
Vessels					Semi-Automatic Handguns	
Aircraft					Rifles (except semi-automatic)	
Currency	8	\$23,548			Semi-Automatic Rifles	
Other Financial Instrument					Shotguns (except semi-automatic)	
Real Property (Real Estate)					Semi-Automatic Shotguns	
Weapons	1	\$400			Automatic Weapons/Machine Guns	
Other					Knives/Cutting Instruments	
Total	10	\$48,948			Explosive Devices	
Total Number of Seizure Cases						
Federal Seizure Cases					Other	
State Seizure Cases		10			Total	1
Total		10			Firearms and NIBIN	
Methamphetamine Related Statistics						
Methamphetamine Related Investigations		4			Firearms Reported to NIBIN	
Clandestine Labs Seized					Firearms traced through ATF	
Minors Involved in Meth Labs Seized					# of individuals charged with firearm crimes	2
Meth Dump Site Discovered						
Meth Related Sites Referred for Mitigation/Clean-up						

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Investigation Data	
	Total
New Investigations Opened this Quarter	44
Pending Investigations this Quarter	
Dropped Investigations this Quarter	
Closed Investigations this Quarter	44

Drug Trafficking Organizations			
	Disrupted	Dismantled	Total
Low Level (Street Dealer)	11		11
Mid Level (Distributor/Retailer)	6		6
High Level (Manufacturer/Supplier)			
Total	17	0	17

Search Warrants Served	
Federal	
State	8
Other	
Total	8

Training / Community Involvement	
How many ACJC grant funded employees received/provided training or participated in community meetings/school presentations during the reporting period:	
# of trainings attended	1
# of trainings provided	
How many community meetings were held during reporting period	
How many school presentations were offered during reporting period	
End of Task Force Activity section	

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Drug Related Arrest Activity								
	Buy / Receive	Cultivate / Manuf.	Distribute / Sale	Possess / Conceal	Transport / Import	Consume / Use	Other	Total
Cocaine (powder)					2			2
Crack (cocaine)								0
Ecstasy (MDMA)								0
Hashish								0
Heroin								0
Fentanyl								0
Marijuana				6	5			11
High Grade Marijuana								0
Medical Marijuana				1				1
Marijuana Plants								0
Synthetic Cannabinoids								0
LSD								0
PCP								0
Methamphetamine/Amphetamine					6			6
Prescription Stimulant								0
Prescription Sedative								0
Prescription Pain Reliever	7			1				8
Ketamine								0
Unknown Drug								0
Psilocybin (mushrooms)								0
Steroids								0
Salvia								0
Paraphernalia				7				7
Other (List below)								
Honey Oil Lab		1						1
Money Laundering					3			3
Name 3								0
Name 4								0
Name 5								0
Total	7	1	0	15	16	0	0	39
Prescription Drug Arrests								
Number of drug related arrests from table above that also included prescription drugs					6			

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report

Drug and Non-drug Criminal Arrests			
	Drug	Non-drug	Total
Persons arrested for violent crime (except gang members)	39	12	51
Gang members arrested (except violent crime)			0
Gang members arrested for violent crime			0
Neither or not known			0
Total	39	12	51

Felony and Misdemeanor Arrests			
	Drug	Non-drug	Total
Felony	39	12	51
Misdemeanor			0
Total	39	12	51

Offender Arrest Profile - Age							
Race / Hispanic Origin	Under 18		18 and Over		Total		Combined
	Male	Female	Male	Female	Male	Female	
Caucasian			17	6	17	6	23
Black			4	1	4	1	5
Hispanic			14	7	14	7	21
American Indian/Native Alaskan					0	0	0
Asian			1		1	0	1
Native Hawaiian/Pacific Islander					0	0	0
Other			1		1	0	1
Unknown					0	0	0
Total	0	0	37	14	37	14	51

**Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report**

Drug Removals By Quantity and Value							
Drug Type	Measure	Drug Seizures		Drug Purchases		Totals	
		Quantity Seized	Value	Quantity Purchased	Value	Quantity	Value
Cocaine (powder)	Kilograms	94.5	\$6,000,000			94.5	\$6,000,000
Crack (cocaine)	Grams					0	\$0
Ecstasy (MDMA)	Each					0	\$0
Hashish	Grams					0	\$0
Heroin	Grams					0	\$0
Fentanyl	Micrograms					0	\$0
Marijuana	Pound	169.04	\$496,710			169.04	\$496,710
High Grade Marijuana	Pound					0	\$0
Medical Marijuana	Ounces					0	\$0
Marijuana Plants	Each					0	\$0
Synthetic Cannabinoids	Grams					0	\$0
LSD	Dosage Units					0	\$0
PCP	Dosage Units					0	\$0
Methamphetamine/Amphetamine	Grams	8164.8	\$54,000			8164.8	\$54,000
Prescription Stimulant	Each					0	\$0
Prescription Sedative	Each					0	\$0
Prescription Pain Reliever	Each	104	\$1,180	17	\$264	121	\$1,444
Ketamine	Milligrams (mg)					0	\$0
Unknown Drug	Dosage Units					0	\$0
Psilocybin (mushrooms)	Grams					0	\$0
Steroids	Milliliter (ml)					0	\$0
Salvia	Grams					0	\$0
Paraphernalia	Each	55	\$1,495			55	\$1,495
Other (List below)							
Honey Oil Lab	Measure 1	6	\$480			6	\$480
Money Laundering	Measure 2					0	\$0
Name 3	Measure 3					0	\$0
Name 4	Measure 4					0	\$0
Name 5	Measure 5					0	\$0
Total			\$6,553,865		\$264		\$6,554,129

Conversion Chart

Marijuana Grows		
	Indoor	Outdoor
Number of Growing Operations Seized		1

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report

Asset Seizures			Vehicle, Boat Values		Weapons Seized by Weapon Type	
Asset Type	Number of Seizures	Value of Seizures	Kelly Blue Book	NADA guide	Weapon Type	Number of Weapons
Vehicles	1	\$5,000			Handguns (except semi-automatic)	2
Vessels					Semi-Automatic Handguns	
Aircraft					Rifles (except semi-automatic)	
Currency	5	\$197,020			Semi-Automatic Rifles	1
Other Financial Instrument					Shotguns (except semi-automatic)	1
Real Property (Real Estate)					Semi-Automatic Shotguns	
Weapons	4	\$600			Automatic Weapons/Machine Guns	
Other					Knives/Cutting Instruments	
Total	10	\$202,620			Explosive Devices	
Total Number of Seizure Cases						
Federal Seizure Cases					Other	
State Seizure Cases		2			Total	4
Total		2			Firearms and NIBIN	
Methamphetamine Related Statistics						
Methamphetamine Related Investigations		3			Firearms Reported to NIBIN	
Clandestine Labs Seized					Firearms traced through ATF	
Minors Involved in Meth Labs Seized					# of individuals charged with firearm crimes	1
Meth Dump Site Discovered						
Meth Related Sites Referred for Mitigation/Clean-up						

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Program Activity Report

Investigation Data	
	Total
New Investigations Opened this Quarter	37
Pending Investigations this Quarter	
Dropped Investigations this Quarter	
Closed Investigations this Quarter	37

Drug Trafficking Organizations			
	Disrupted	Dismantled	Total
Low Level (Street Dealer)	17		17
Mid Level (Distributor/Retailer)	1		1
High Level (Manufacturer/Supplier)	6		6
Total	24	0	24

Search Warrants Served	
Federal	
State	6
Other	
Total	6

Training / Community Involvement	
How many ACJC grant funded employees received/provided training or participated in community meetings/school presentations during the reporting period:	
# of trainings attended	18
# of trainings provided	1
How many community meetings were held during reporting period	
How many school presentations were offered during reporting period	

End of Task Force Activity section

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Assessor's Office

Date/Signature: 06/12/2017

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

Renewal of Judy Bender's contact for FY 2018.

BOS Meeting Date Requested 06/20/2017

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Signature Clerk of Board

Steve Jenson

From: Ryan Patterson
Sent: Monday, June 12, 2017 10:14 AM
To: Steve Jenson
Subject: FW: Renewal of Judy's Benders contract

Sorry, Please accept this email as signature.

From: Ryan Patterson
Sent: Monday, June 12, 2017 10:14 AM
To: Steve Jenson <sjenson@co.apache.az.us>
Subject: RE: Renewal of Judy's Benders contract

Please accept signature as approval.

From: Steve Jenson
Sent: Monday, June 12, 2017 8:29 AM
To: Joe Young <jyoung@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Michael Whiting <mwhiting@apachelaw.net>; MBW <michaelbwhiting@gmail.com>; Rodger Dahozy <rdahozy@co.apache.az.us>
Subject: FW: Renewal of Judy's Benders contract

I forgot that I needed approval for this agenda item.

Please let me know if you have any questions.

Thank you,

Steve Jenson
Chief Deputy Assessor
Apache County Assessor's Office
sjenson@co.apache.az.us
Office: 928.337.7658

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail (and any attachments). If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail.

From: Steve Jenson
Sent: Monday, June 12, 2017 7:26 AM
To: Beth Bond
Cc: Delwin P. Wengert; Judy Bender; Rodger Dahozy
Subject: Renewal of Judy's Benders contract

Good Morning,

I have attached an agenda item for review. It is the renewal contact for Judy Bender for FY 2018.

APACHE COUNTY ASSESSOR

Rodger Dahoxy



P.O. Box 770
75 West Cleveland
St. Johns, AZ 85936
(928) 337-7624
Fax (928) 337-3386

Contract Approval for Judy Bender for Fiscal Year 2018

Judy Bender provides professional services to the Assessor's Office and the Board of Supervisor's regarding the Assessment function of all properties within the County, including providing support of the Tyler Software system including enacting new or updated state statutes, which cannot be offered by any other contractor. The contract (included with this agenda item) goes through the entire services being offered to both the Assessor's Office and other offices within the County.

Pros

- Continuation of Business Plan (FY 17-20)
- Further Training of all staff members
- Project Management of "In Office" Tasks including:
 - Assessor's Office reorganization
 - Auditing of Property Use Tables
 - Auditing of Tyler Software screens and usage
 - Audit of IPR properties
 - Integration of Dataview and GIS systems
 - Discovery of new Property Use Codes
 - First and Final Intent Mailing

Cons

- Maximum cost of \$66,000 (approved as Professional Services)
- Assessor's office reorganization and training would be decelerated
- "In Office" tasks would need to be reorganized and the timeline adjusted to fit within the available staff
- Due to a lack of qualified administrative staff meeting statutorily required functions would be in jeopardy



INDEPENDENT CONTRACTOR AGREEMENT (Professional Services)

This Agreement for independent contractor services is entered into by and between the Apache County Assessor's Office acting by and through the Apache County Board of Supervisors ("County") and Judy Bender ("Contractor") as follows:

RECITALS:

1. County desires to contract with a professional with experience and knowledge of assessor's office issues, techniques, and solutions to provide certain services to Apache County Assessor's Office, as more particularly described below.
2. Contractor is competent to provide these services on behalf of County.

NOW THEREFORE, County and Contractor agree on the following terms and conditions.

SERVICES

Duties shall include, but not be limited to, the following responsibilities:

- I. Provide operations and resource management consulting services to the Assessor and Chief Deputy.
 - a. Coordinate and work with designated county personnel to develop organization chart, define roles and responsibilities for each position, and develop productivity measurements including reporting tools.
 - b. Provide consulting services to recruit and hire qualified candidates for vacant positions in the Assessor's office.
 - c. Coordinate and work with designated county personnel to implement legislative changes affecting the Assessor's office.
 - d. Coordinate and work with designated county personnel to develop a plan of communication to increase transparency to the public, outside agencies, internal partners and the Arizona Department of Revenue.
- II. Provide training to designated county personnel to complete the following statutory commitments including staff supplementation as needed to ensure statutory compliance.
 - a. Notice of Value Production

- i. Real and Personal property rolls including the Annual Notice of Value (NOV) and September Supplemental Notice.
 - ii. Coordinate and work with designated county personnel to validate and post accounts.
 - iii. Coordinate and work with designated county personnel to design form slides and make changes as needed.
 - iv. Coordinate and work with designated county personnel to create NOV extracts for print vendor.
 - v. Coordinate and work with designated county personnel to implement E-statement notifications.
- b. Annual Levy Limit Calculations and Worksheets
 - i. Coordinate and work with designated county personnel and taxing entities to validate data and post accounts.
 - ii. Coordinate and work with designated county personnel to prepare data and estimate of personal property roll required to produce the Levy Limit worksheet as defined by statute.
 - iii. Coordinate and work with designated county personnel to publish the Abstract of Assessment and Levy Limit worksheets to all applicable recipients.
- c. February Abstract of Assessment
 - i. Coordinate and work with designated county personnel to validate and balance the Abstract of Assessment.
 - ii. Coordinate and work with designated county personnel to publish the Abstract of Assessment to all applicable recipients.
 - iii. Coordinate and work with designated county personnel to publish the Abstract of Assessment in required format for the Arizona Department of Revenue.
- d. System Setup Annual Reappraisal Cycles – All property types
 - i. Coordinate and work with designated county personnel to maintain, update and test specific Tyler modules required to calculate a market value for all property types. Models include land, commercial, residential manufactured housing and extra features.

- ii. Coordinate and work with designated county personnel to perform table maintenance, validate model calculations and statutory requirements.
 - iii. Coordinate and work with designated county personnel to update market adjustment tables, depreciation tables and other tables as needed.
 - iv. Coordinate and work with designated county personnel and the Arizona Department of Revenue to develop, load and test co-efficient(s) as prescribed by statute.
 - v. Coordinate and work with designated county personnel to complete system set-up for personal property including table maintenance, personal property business statements and depreciation factors.
- e. Tax Roll Processing
- i. Coordinate and work with designated county personnel to validate account data, tax area code and authority data.
 - ii. Coordinate and work with designated county personnel to validate and enter tax rates annually.
 - iii. Coordinate and work with designated county personnel to prepare and calculate annual tax roll for real and personal property for posting to the Treasurer for collection and disbursement.
 - iv. Coordinate and work with designated county personnel to act as inter-department point of contact for issues that arise during tax season including resolution management.
- f. Annual Calendar of Events
- i. Coordinate and work with designated county personnel to complete all responsibilities as needed to meet statutory requirements as outlined in the annual calendar of events for all property types.
 - ii. Coordinate and work with designated county personnel to administer property tax relief programs including Valuation Protection Option and Exemptions.
- III. Complete other agreed upon projects, duties and deliverables as assigned during the duration of the contract.

FINANCIAL

As full and complete compensation for the above-listed services to be provided by Contractor, County shall pay to Contractor a fixed rate fee of fifty dollars (**\$50.00**) per hour, not to exceed a

total amount of **30 hours** in any one week period. In no event shall compensation to Contractor exceed \$50 per hour or \$1,500 per week unless previously approved in writing by the Board of Supervisors. This Agreement shall remain in full force and effect until June 30, 2018.

At the end of the first month that this Agreement is in effect and at the end of each month thereafter when services are provided, Contractor will submit to County a record of services provided. County will submit a demand to Apache County Finance. Payment will be made directly to Contractor in accordance with Apache County's standard procedures for processing demands.

GENERAL REQUIREMENTS

1. General Requirements

- a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
- b. Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

3. Termination of Contract

County and Contractor may terminate this contract under the following conditions:

- a. County may terminate this contract in whole or in part without cause effective thirty (30) days after hand delivery or mailing written notice of termination by certified mail, return receipt requested to Contractor.
 1. In the event of termination as provided in this Section, Contractor shall stop all work as specified in the notice of termination.
 2. Contractor shall be paid the contract price for all services already completed. Upon such termination, Contractor shall deliver to County a complete set of all documents, programs and other information created pursuant to this contract.
- b. Contractor may terminate this contract at any time with thirty (30) days' notice in writing to County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.

- c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.
- d. Contractor agrees to return any unused materials, purchased under this contract, to County in case of contract termination.

4. Default

- a. County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if County determines that Contractor has failed to perform any requirement.
- b. Contractor shall continue the performance of this contract to the extent not terminated.
- c. If this contract is terminated as provided herein, County, in addition to any other rights provided in this Section, may require Contractor to transfer title and deliver to County, in the manner and to the extent directed by County, such partially completed reports or other documentation as Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.
- d. The rights and remedies of County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

5. Independent Contractor

The status of Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related expenses, medical insurance, or retirement benefits under the Apache County Human Resources Policy Manual. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

7. Record Retention

County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by County, shall be retained by Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Agency

Contractor shall not have authority to act as an agent for County in negotiations with the State of Arizona or any other agency and Contractor may not financially obligate County without prior written consent of the County Board of Supervisors.

9. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

10. Assignment

Contractor shall not assign any right or interest in this Agreement without County's prior written approval, nor shall Contractor delegate or subcontract any duty hereunder without County's prior written approval. Any purported assignment, delegation or subcontract without County's prior written approval shall be void.

Effective Date: _____ **July 1st** _____, 2017

Expiration Date: _____ **June 30th** _____, 2018

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

For and on behalf of County:

Joe Shirley, Apache County
Chairman of the Board of Supervisors

Date _____

Contractor:

Judy Bender

Date _____

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 required.
BOS Meeting Date Requested June 20, 2017

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____


Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials 

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



Arizona Criminal Justice Commission

June 9, 2017

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

Re: Victim Compensation Grant Number VC-18-049

Dear: Honorable Michael B. Whiting

On January 26, 2017 the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2018. On March 23, 2017 the Commission also approved the allocation of \$4,526,350.00 in state and federal crime victim compensation funds to county programs for FY 2018. The total amount allocated to Apache County Attorney's Office includes the following:

ACJC (State Funding)*	\$82,500.00
VOCA (Federal Funding)*	\$0.00
TOTAL ALLOCATION	\$82,500.00

*Estimated Level

The allocation of state funding to the Apache County Attorney's Office compensation program includes \$24,200.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2018, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2017 or the agreement may be cancelled.

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

Sincerely,

Larry Grubbs, Program Manager
Crime Victim Services

CC: Yvette Greer

Chairperson
SEAN DUGGAN, Chief
Chandler Police Department

Vice-Chairperson
SHEILA POLK
Yavapai County Attorney

MARK BRNOVICH
Attorney General

JOE R. BRUGMAN, Chief
Safford Police Department

DAVID K. BYERS, Director
Administrative Office of the Courts

KELLY "KC" CLARK
Navajo County Sheriff

DAVE COLE
Former Judge

BARBARA LAWALL
Pima County Attorney

FRANK MILSTEAD, Director
Agency of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Mayor

VACANT
Law Enforcement Leader

Executive Director
Andrew T. LeFevre

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

ARIZONA CRIMINAL JUSTICE COMMISSION

GRANT AGREEMENT INSTRUCTIONS

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purposes of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are 3 lines that must be completed (Non-Profit does not need Legal Council approval).

- A. The first line is the signature of the individual **authorized to make agreements** for your governmental subdivision.
1. For County Offices, the Chairman of the County Board of Supervisors **must** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestation or certification of the signature by the Clerk of the Board, it may be typed in anywhere it is convenient on the signature page.
 2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestation or certification of the signature by the Clerk, it may be typed in anywhere it is convenient on the signature page.
 3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be attached to the signed agreement when it is returned to the Criminal Justice Commission.
 4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.
 5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must sign the agreement where indicated.
- B. The line requesting the signature of the **Legal counsel for GRANTEE** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. Non-Profit Agencies this field is not required.
- C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

Please note that effective November 1, 1999, Arizona grant applications are no longer subject to review by state executive order 12372. There is no need to contact the clearinghouse for a State Application Identification (SAI) number. If there are any questions regarding the execution of this agreement, please contact the Grant Coordinator at (602) 364-1146.



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 with 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.azcjc.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/ojptrainingguidlnqprinciples.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 OVW, 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.oip.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 6/13/2017
Date

Joseph Young - Chief Deputy County Attorney
 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.

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 Drug, Gang, and Violent Crime Control Program Grant agreement No. DC-18-020, in the amount of \$64,635.00, for FY18 with a match amount of \$18,429.00. 20,766⁰⁰ 62,298⁰⁰

BOS Meeting Date Requested June 20, 2017

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials 

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



Arizona Criminal Justice Commission

June 2, 2017

Chairperson
SEAN DUGGAN, Chief
Chandler Police Department

Vice-Chairperson
SHEILA POLK
Yavapai County Attorney

MARK BRNOVICH
Attorney General

JOE R. BRUGMAN, Chief
Safford Police Department

DAVID K. BYERS, Director
Administrative Office of the Courts

KELLY "KC" CLARK
Navajo County Sheriff

DAVE COLE
Former Judge

BARBARA LAWALL
Pima County Attorney

FRANK MILSTEAD, Director
Agency of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Mayor

VACANT
Law Enforcement Leader

Executive Director
Andrew T. LeFevre

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

The Honorable Michael Whiting
Apache County Attorney's Office
PO Box 637
245 W. 1st. S.
St. Johns, AZ 85936

Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2018 Cycle 31 Award, DC-18-020

Dear The Honorable Michael Whiting:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 31, FY 2018 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the attached agreement and accompanying documentation as revisions or new requirements may have been included. Please return the Grant Agreement in its entirety with authorized signatures to the Arizona Criminal Justice Commission office. Agreements not returned within 90 days of the award date with authorized signatures may be cancelled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable. Required document forms can be accessed at this link: [DGVCC Reporting Forms](#).

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Activity reporting can be accessed at: <http://acicreporting.azcjc.gov>

If you have any questions, please contact Anna Haney at ahaneyazcjc.gov or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Program Manager
Drug, Gang, and Violent Crime Control Program



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

ACJC Grant Number DC-18-020
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 2nd day of June, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through Apache County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 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
 245 W. 1st. S.
 St. Johns, AZ 85936
Attn: The Honorable Michael Whiting

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$64,635.00
Fringe Benefits (for salaries/overtime)*	\$18,429.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$83,064.00
Positions Funded:	
Attorney III (0.66 FTE), Attorney I (0.06 FTE)	
Equipment Type: NOT APPROVED	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$33,226.00 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$29,072.00 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 \$20,766.00.
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://ojp.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 with 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/ojptrainingguidingprinciples.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. 2015-DJ-BX-1070 and 2016-DJ-BX-0542 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
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 GRANEES 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 (EEOP). 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 EEOP (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 EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP 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://azcic.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 OVW, 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
Drug, Gang, and Violent Crime Control
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 to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
6. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
7. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
8. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
9. GRANTEE agrees that within 45 days of award, for any agency that is eligible to receive

income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.

- 10.** GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
- 11.** Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperofmancetools.org). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
- 12.** Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- 13.** GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
- 14.** GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
- 15.** 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.
- 16.** GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
- 17.** GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
- 18.** GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
- 19.** If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written

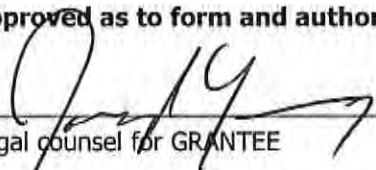
IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE 6/13/2017
Date

Joseph Young Chief Deputy County Attorney

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.

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.

ARIZONA CRIMINAL JUSTICE COMMISSION

GRANT AGREEMENT INSTRUCTIONS

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purposes of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are 3 lines that must be completed (Non-Profit does not need Legal Council approval).

- A. The first line is the signature of the individual **authorized to make agreements** for your governmental subdivision.
1. For County Offices, the Chairman of the County Board of Supervisors **must** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestation or certification of the signature by the Clerk of the Board, it may be typed in anywhere it is convenient on the signature page.
 2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestation or certification of the signature by the Clerk, it may be typed in anywhere it is convenient on the signature page.
 3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be attached to the signed agreement when it is returned to the Criminal Justice Commission.
 4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.
 5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must sign the agreement where indicated.
- B. The line requesting the signature of the **Legal counsel for GRANTEE** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. Non-Profit Agencies this field is not required.
- C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

If there are any questions regarding the execution of this agreement, please contact the Grant Coordinator at (602) 364-1146.

**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:

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03A3, 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.

BOS Meeting Date Requested 6/20/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____


Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

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

date/time stamp

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

County Manager _____

Date/Signature: _____

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

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, where two or more members of the Apache County Board of Supervisors may be in attendance.

BOS Meeting Date Requested 6/20/17

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 AK

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 6/20/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials AW