



Joe Shirley, Jr.
Vice Chairman, District I

Alton Joe Shepherd
Chairman, District II

Travis Simshauser
Supervisor, 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**

September 5, 2018

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

Invocation by Invitation.
Pledge of Allegiance.

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

September 5, 2018

1. Following a public hearing, discussion and possible approval for the Clinical Services Division to change the fee from \$12.00 for chlamydia treatment to \$0 after paying for testing.
2. Discussion and possible approval of an agreement with the Arizona Local Government Employee Benefit Trust (AZLGEBT) and the Rural Arizona Group Health Trust (RAGHT) to provide flu and pneumonia vaccines and services.
3. Discussion and possible approval of an Intergovernmental Agreement #ADHS-19-206555, the Special Supplemental Nutritional Program for Woman, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), Woman and Children's Farmers Market Nutritional Programs (FMNP), and Online Nutrition Education Discussion status of eligible participants through adoption of health behavioral lifestyle changes and to help prevent the occurrence of health problems. This grant was budgeted for FY19.

4. Discussion and possible approval of the Professional Services Agreement with Burnham Mortuary to provide reliable backup for the removal of human remains from the location of death. This has been budgeted for FY19.
5. Discussion and possible approval of the Memorandum of Understanding with Navajo County Public Health Services District and Maricopa County Department of Public Health identifying the roles and responsibilities of each party they relate to the Registered Dietitian services requirement set forth by the Arizona Department of Health Services.
6. Discussion and possible approval to eliminate a vacant Home Health Nurse-LPN position (Range 40) and a vacant Secretary position (Range 24) and create a full-time, 40 hours per week, Public Health Nurse-RN position (Range 56). This will be an additional cost of \$20,679.00 to the Health District.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
September 5, 2018**

1. Discussion and possible approval of the acceptance of a check from the Alpine Area Library Friends in the amount of \$4,409.78. This is a reimbursement for the purchase of four (4) laptops to be used by Alpine Library patrons.
2. Discussion and possible approval regarding the strategic planning process for all seven libraries which includes all future planning.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
September 5, 2018**

1. 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 August 6, 2018 and September 5, 2018. 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. Approval of the minutes dated August 6, 2018.

- *C. Request appointment of the Human Resources Manager as the Chairman of the Public Safety and Correction Officer Retirement Boards.

Probation Services:

- *D. Request appointment of David Lamm, Interim Director of Finance, as the Chief Fiscal Officer for both the Adult and Juvenile divisions in accordance with A.R.S. 12-268A and the Arizona Code of Judicial Administration, Part 6, Sections 6-206 & 6-301.

Superior Court:

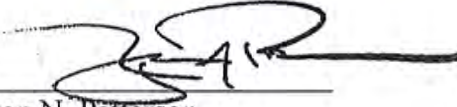
- *E. Discussion and possible approval of the FY18 Fill the Gap Grant Application in the amount of \$134,052.48. These funds are generated from court fines and fees and set aside for necessary court operations within Apache County.
 - *F. Superior Court: Discussion and possible approval or Legal Holiday Designation for Apache County Superior Court. The Apache County Superior Court would like to transact business on the second Monday in October (Columbus Day) and remain closed on the fourth Friday in November, which would be designated as a legal holiday for Apache County Superior Court. This is pursuant to ARS §12-127(C)(D).
2. County Manager: Discussion and possible approval to increase the amount within the contract agreement with Bruce Greco, Natural Resources Liaison for an additional \$15,000.
 3. Assessor's Office: Discussion and possible approval to hire Barbara Gomez to fill the vacant Certified Chief Appraiser position with a starting salary of \$58,000. The requested salary to be funded with existing budgeted funds. Filling this position will not affect the budget nor cost the County or Assessor additional funds.
 4. Superintendent of Schools: Discussion and possible approval of an Intergovernmental Agreement between Apache County Schools Business Consortium and Apache County for the provision of Internet Transport Services.
 5. Superintendent of Schools: Request approval to cancel the school districts elections and appoint the persons who filed the required paperwork to fill the positions for the following districts: St. Johns Unified School District #1 "three" 4 year terms, Concho Elementary District #6 "two" 4 year terms, Alpine Elementary District #7 "two" 4 year terms, Vernon Elementary District #9 "one" 2 year term and "one" 4 year term, Round Valley Unified School District #10 "three" 4 year terms, Chinle Unified School District #24 "two" 4 year terms, Red Mesa Unified School District #27 "one" 4 year term, N.A.T.I.V.E. CTED District #36 – Chinle "one" 4 year term, and N.A.T.I.V.E. CTED District #36 – Red Mesa "one" 4 year term.

6. Engineering Department: Discussion and possible approval of an Intergovernmental Agreement between Apache County and Arizona Department of Transportation (ADOT) IGA/JPA 15-0005714-I, Amendment No. One; 18-0007037-I. Project location Stanford Drive; US 60 to Resa Ranch Road. Estimated county cost is \$44,015.00.
7. Human Resources: Discussion and possible approval to extend the temporary employment of Genesis Briceno for an additional 180 days.
8. Treasurer's Office: Discussion and possible approval to extend the temporary employment for Nathalia Scarbrough for an additional 180 days, effective August 5, 2018.
9. Treasurer's Office: Discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total to be abated: \$15,856.30. Total interest to be abated: \$10,980.40; Total fees to be abated: For a total of \$26,836.70. A list of parcels included in the abatement are available in the Treasurer's Office or in the Agenda backup material on the County website.
10. Election Department: Discussion and possible approval of the Canvass of the August 28, 2018 Primary Election.
11. Election Department: Request approval to cancel the special district elections and appoint the persons who filed the required paperwork to fill the positions for the following districts: Alpine Fire District, Concho Fire District, Greer Fire District, Nutrioso Fire District, Vernon Fire District, Alpine Domestic Water Improvement District, Ojo Bonito Water District, Alpine Sanitary District, Little Colorado Sanitary District, Northern Apache County Special Health Care District and White Mountain Communities Special Health Care District.
12. Election Department: Request approval to cancel the special district election and appoint the persons who filed the required paperwork to fill the positions for the Ganado Fire District. The Board of Supervisors may determine the process to determine terms for each candidate.
13. Emergency Management: Discussion and possible approval of a contract between Apache County Emergency Management and Access Professional Interpreting to be in compliance with Senate Bill 1296 which amends ARS Title 9, Title 11 and Title 41 stating that government communications and messaging will reach the entire community, including the deaf and hard of hearing.
14. Probation Services: Discussion and possible approval of change two vacant Detention Officer I position to Surveillance Officer II positions (range 34) effective July 1, 2018. This will not affect the County budget.
15. County Manager: Discussion and possible approval of a new Liquor License Application recommendation for Gregory Harvey, Snowy Mountain Lodge, LLC, DBA Omnivores Eatery located at 38721 State Route 373, Greer, Arizona.

16. County Manager: Discussion and possible adoption of a resolution declaring recognition of fallen firefighters and emergency services personnel and observing the first Saturday in October to honor patriotic service.
17. District II: Discussion and possible approval to convert an Executive Assistant position (range 36) to an Administrative Coordinator position (range 42).
18. Communication Department: Discussion and possible approval to enter into a Phone System Maintenance Contract with Continuant. This will save \$7,061.04 a year.
19. District III: Discussion and possible approval of grant Agreement No. WBBI-17-601 between Apache County and Arizona Department of Forestry and Fire Management for bark beetle management in the Chapache Subdivision of Alpine.
20. District III: Discussion and possible approval of Grant Agreement No. WFHF 14-211 between Apache County and Arizona Department of Forestry and Fire for fuels treatment in Vernon.
21. District III: Discussion and possible approval of a crew use agreement between Arizona Department of Forestry and Fire and Apache County for work planned in the Vernon area. A Hazardous Fuels Mitigation grant has been awarded to the County and this agreement would allow work under that contract.
22. District III: Discussion and possible approval of an agreement with Vernon Fire District for work planned in the Vernon area. A Hazardous Fuels Mitigation grant has been awarded to the County for fuels treatment in Vernon and this agreement would work under that contract.
23. 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 8/30/18 at 2:30 a.m. p.m. by AB


Ryan N. Patterson
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

B.M.
date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 08/21/18

Chris Sexton

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

ACPHSD requests discussion and possible approval for the Clinical Services Division to change the fee from \$12 for chlamydia treatment to \$0 after paying \$36 for testing.

BOS Meeting Date Requested 09/05/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Signature]

Chlamydia and Syphilis

Sexually Transmitted Infections, primarily Chlamydia and Syphilis, are increasing in Arizona. This year in the State there have been 25 congenital syphilis compared to 30 congenital syphilis cases last year. Of the 25 babies born this year with syphilis 5 have died. Some of our clients can not afford to pay the \$12.00 for treatment. Our cost for the medication is just cents. Treating an individual for Chlamydia or Syphilis without charging them is good public health practice to prevent the spread of sexually transmitted infections.

Chlamydia

Current Charges: Client pays \$12 for treatment of chlamydia after paying \$36 for testing (\$11 for combination chlamydia/gonorrhea test plus \$25 processing fee).

Proposed Charge: Client pays \$0 for treatment after paying \$36 for testing.

- Pros
 - Clients often don't have the money to pay for treatment, creating a dilemma for nursing staff.
 - Without treatment, the client can continue to spread chlamydia to others.
 - Treating 100% of clients will reduce the number of chlamydia cases in our community.
 - The Apache County fee schedule will be in alignment with Navajo County and other similar counties.
 - The cost to treat an individual is approximately \$0.17. A bottle of azithromycin was purchased for \$4.18 and contains enough doses to treat 25 individuals.
- Cons
 - The clinic will lose the revenue that would be collected for treatment.
 - Behavior change will not be implemented by the client since the testing and treatment may not be considered as expensive by some individuals.

Syphilis

There has been an increase in syphilis infection in the country, state, & county requiring the need for local health departments to begin treating syphilis cases.

Proposed Charge: Client pays \$0 for treatment after paying \$31 for testing (\$6 for test plus \$25 processing fee).

- Pros
 - Clients often don't have the money to pay for treatment, creating a dilemma for nursing staff
 - Without treatment, the client can continue to spread chlamydia to others
 - Treating 100% of clients will reduce the number of chlamydia cases in our community
 - The Apache County fee schedule will be in alignment with Navajo County and other similar counties
 - The cost to treat an individual is \$0.04. A box of preloaded syringes with needles was purchased for \$0.42 and contains 10 doses.
- Cons
 - The clinic will lose the revenue that would be collected for treatment
 - Behavior change will not be implemented by the client since the testing and treatment may not be considered expensive by some individuals.

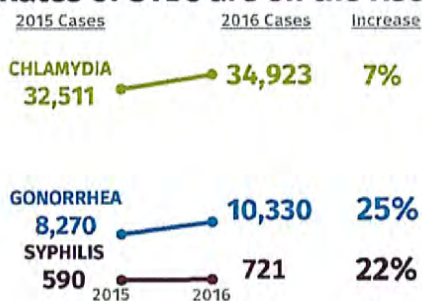
STD Control

Monitoring Trends, Educating, Providing
Screening & Treatment

STD Data

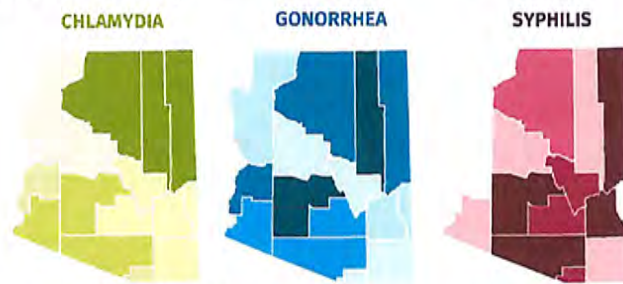
2016 STD Rates in Arizona

Rates of STDs are on the rise.



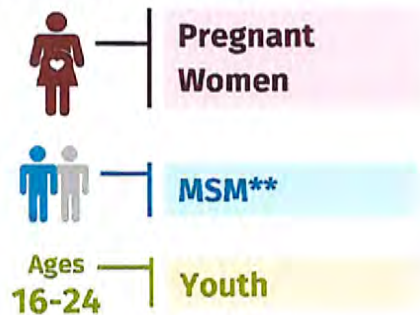
STDs are present in every Arizona County.

2016 Rates* by County



*Darker shades indicate higher rates.

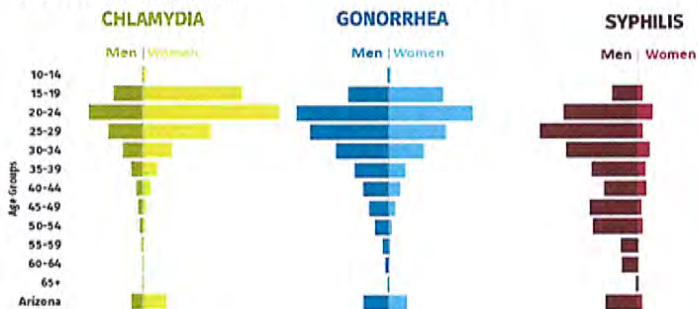
Key populations;



**MSM = Men who have sex with Men

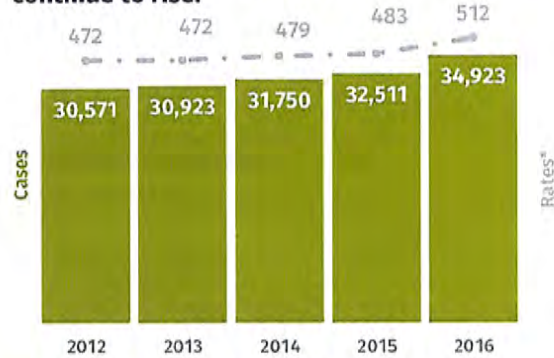
Youth have the highest rates of STDs.

STD rates differ by gender.

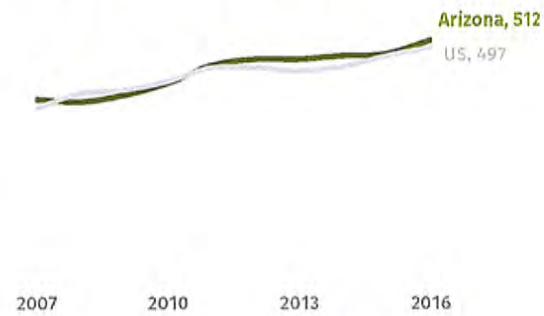


Chlamydia Dashboard

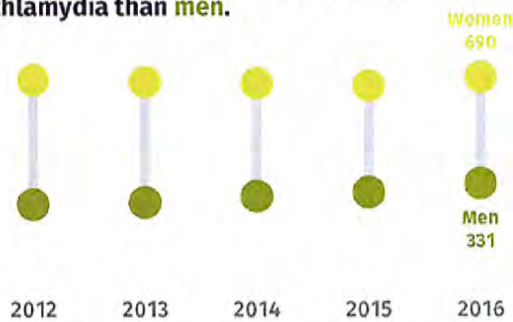
In Arizona, chlamydia cases and rates continue to rise.



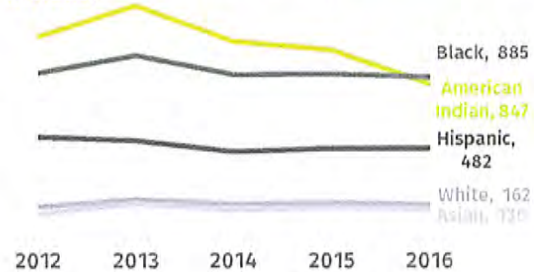
Arizona continues to have slightly higher rates of chlamydia than the United States.



Women consistently have higher rates of chlamydia than men.

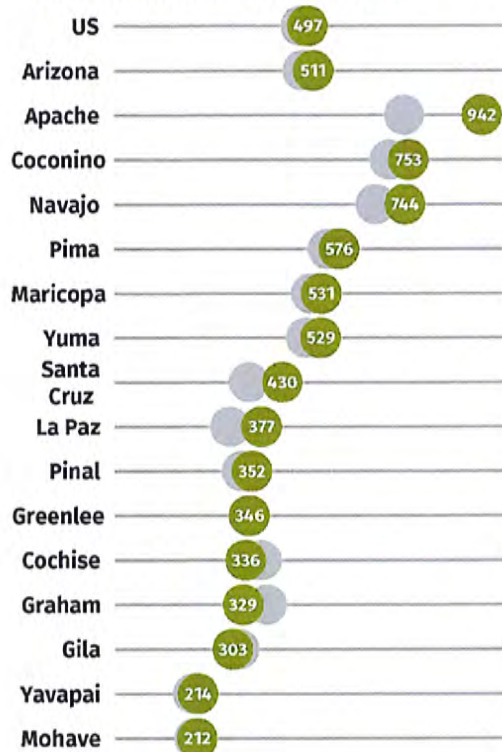


Over the past 4 years there has been a decline in rates of chlamydia among American Indians.

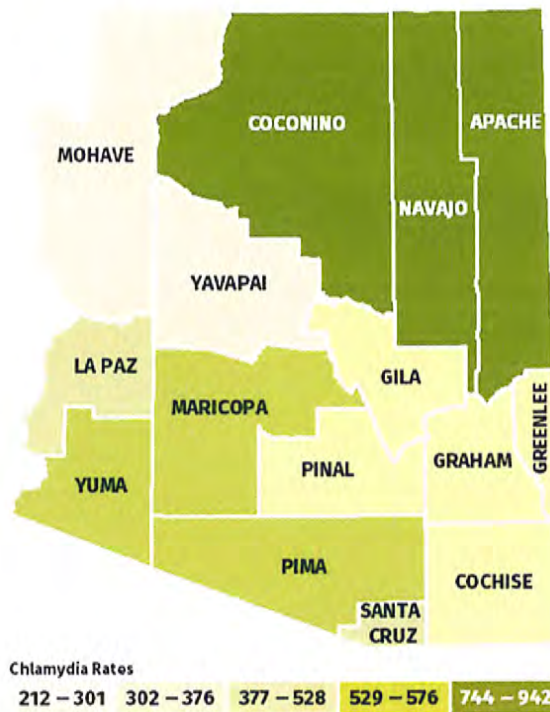


*Rates calculated per 100,000

Half of all Arizona counties had higher rates of chlamydia in 2016 than in 2015.



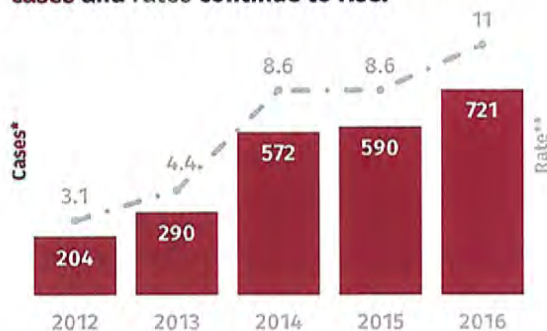
The highest chlamydia rates are in the Northeast corner of Arizona



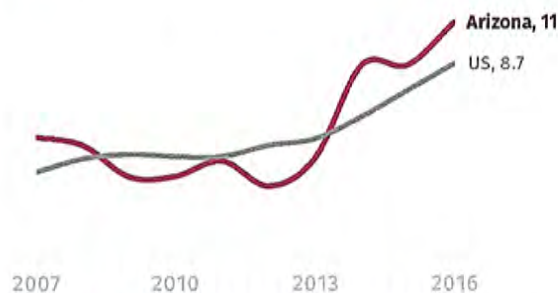
Gonorrhea Dashboard

Syphilis Dashboard

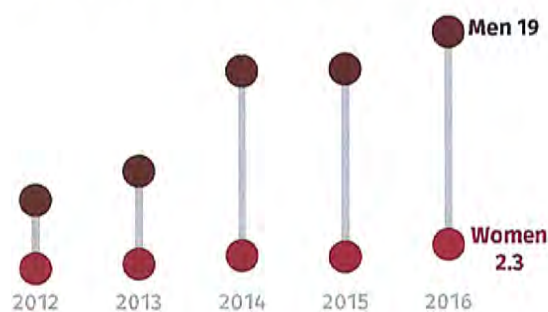
In Arizona, primary and secondary syphilis cases and rates continue to rise.



Arizona has a higher rate of syphilis than the United States.

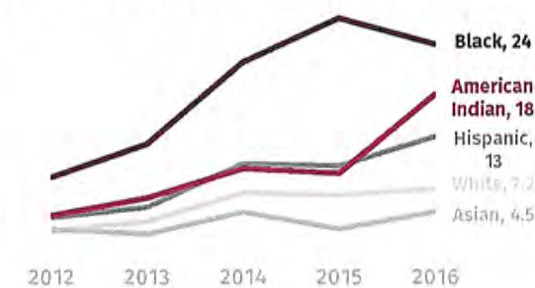


Syphilis rates are higher in men than in women.



The black population was the only group to have a lower rate of syphilis in 2016.

American Indians had the largest increase.



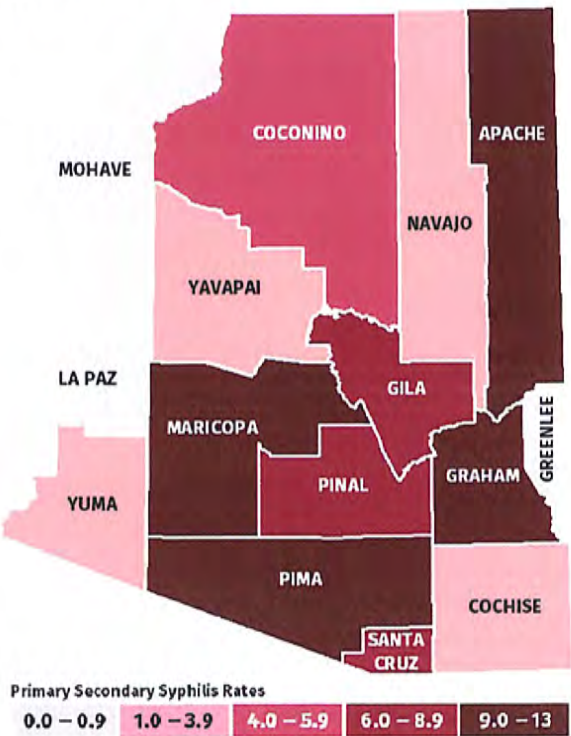
*Numbers included in this dashboard reflect primary and secondary syphilis only.

**Rates calculated per 100,000

Half of all Arizona counties had higher rates of syphilis in 2016 than in 2015.



Southern Arizona has the highest rates of syphilis.



Congenital Dashboard

Annual Reports

Selected Statistics

Youth Reports

Research & Publications

Affidavit of Publication

State of Arizona)
) ss.
County of Apache)

WHITE MOUNTAIN INDEPENDENT
928-537-5721 PHONE 928-537-1780 FAX
P.O. BOX 1570, SHOW LOW, AZ 85902
367 N. MAIN ST. SUITE 2, EAGAR, AZ 85925

I, Dina Correia being first duly sworn, depose and say: I am the agent of the White Mountain Publishing LLC, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s)

August 14, 2018

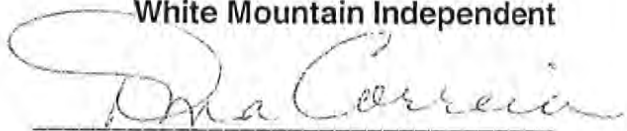
The Apache County Board of Supervisors will hold a meeting on Wednesday, September 5, 2018 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board of Supervisors will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration and possible approval of changes to the Apache County Public Health Services District, Clinical Services Division fee schedule for the treatment of Chlamydia and Syphilis.

Copies are available at the Apache County Public Health Services District Offices or you may review them on the web at www.co.apache.az.us 24 hours prior to the meeting date. Those wishing to comment may do so in writing, by e-mail, or in person. Mail comments to Apache County Public Health Services District, P.O. Box 697, St. Johns, AZ 85936 or send e-mail to cssexton@co.apache.az.us.

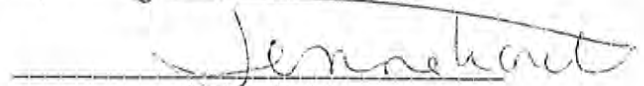
Published in the White Mountain Independent:
August 14, 2018
WMI 1408, T, 1x, 8/14/18e

White Mountain Independent



Sworn to me this

11th day of Aug 2018 A.D.



Notary Public

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 08/22/17 Chris S. Sexton

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

ACPHSD requests discussion and possible approval of the agreement between ACPHD and Arizona Local Government Employee Benefits Trust (AZLGEBT) and the Rural Arizona Health Group Trust (RAGHT) to provide flu and pneumonia vaccines and services.

BOS Meeting Date Requested 09/19/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Signature]

Check if item does not require review _____

Finance Review: Approved See email

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____ x

Other Review: _____

Signature _____

Check if item does not require review _____

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

Kimberly Penrod

To: David Lamm
Subject: RE: Emailing: flu shot, Scope of Flu Shot Contract, 2018-19 Apache County Health Department Vaccinations Amendment (MH)

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

From: David Lamm
Sent: Tuesday, August 21, 2018 8:25 AM
To: Kimberly Penrod <kpenrod@co.apache.az.us>
Subject: RE: Emailing: flu shot, Scope of Flu Shot Contract, 2018-19 Apache County Health Department Vaccinations Amendment (MH)

Kimberly,

Looks good.

Thanks,

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

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

From: Kimberly Penrod
Sent: Tuesday, August 21, 2018 8:21 AM
To: Josh Covey <JCovey@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Cleta Keller <ckeller@co.apache.az.us>
Subject: Emailing: flu shot, Scope of Flu Shot Contract, 2018-19 Apache County Health Department Vaccinations Amendment (MH)

Josh and David,

Please review and send your approval to my attention.

Thx,

Kimberly

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

flu shot
Scope of Flu Shot Contract
2018-19 Apache County Health Department Vaccinations Amendment (MH)

Contract to provide onsite flu shots for AZLGEBT and RAGHT (County & City Employees)

Scope of Flu Shot Contract

The Apache County Clinical Services team will travel to three sites to administer flu shots to the employees and families of Apache County and the cities of St Johns, Springerville, and Eagar. The sites include: the Ganado Road Yard, St Johns Annex, and Eagar Town Hall. The Clinical Services team will educate clients about the flu, screen clients for contraindications to the flu vaccines, obtain health insurance billing information, administer the flu vaccine, and provide discharge instructions. Insurance billing information will be provided to the Insurance Trusts to reimburse the Clinical Services Division for the flu shots.

The Insurance Trusts will save money, since they will not be paying an organization from Phoenix to travel to Apache County to provide this service.

Pros

Why offer onsite flu shot clinics?

The flu can take a toll – on employee health, on company productivity, and on overall health care costs. Workplace flu shot clinics are an easy, cost-effective way to protect your staff.

Each year as winter approaches, employers can count on at least one in every five of their employees calling in sick because he or she has the flu. Unfortunately, the flu doesn't care about job position or project deadlines; it attacks with no discretion.

For a healthy dose of productivity, help employees to get vaccinated against the flu.

Offering onsite flu vaccination, according to the U.S. Centers for Disease Control and Prevention (CDC), is a proven cost-effective strategy that increases productivity, reduces overall absenteeism and prevents direct health costs. Consider that:

- Each year in the U.S., flu is responsible for 200 million days of diminished productivity, 100 million days of bed disability, 75 million days of work absences and 22 million visits to health care providers.
- Sick employees are simply not capable of performing at their best. Studies show that workers with flu demonstrate impaired performance of simple reaction-time tasks by 20 percent to 40 percent, which can increase the probability of error or injury.
- During the flu season, flu is responsible for 45 percent of workdays lost and for 49 percent of low productivity days among working adults ages 50-64.
- Flu vaccination lowered the risk of having to go to the doctor by about 60 percent for people of all ages, according to the CDC.

Ounce of Prevention

Employers can help prevent the loss of productivity by making it easy for employees to get a flu shot. Eliminating a common objection to vaccination, by offering flu shots onsite, eliminates the barriers of traveling to another location and taking time away from work.

Quality Care

The Apache County Public Health nurses are trained in flu vaccination as well as clinic administration and documentation. The employees are in good hands with our passionate nursing team.

Con

Staff may be feel embarrassed to have an injection in front of their peers and not attend.

**Arizona Local Government Employee Benefit Trust and Rural Arizona
Group Health Trust Wellness Program Services Agreement
Amendment 1**

The Agreement for flu and pneumonia vaccinations and services between Apache County Health Department and Arizona Local Government Employee Benefit Trust (hereafter "AZLGEBT") and Rural Arizona Group Health Trust (hereafter "RAGHT") (the "Agreement"), effective July 24, 2017 is hereby amended effective September 1, 2018 as noted below. All other terms of the Agreement not previously amended or amended by this Amendment remain in full force and effect.

The currently in force Section II(1)(D) shall be deleted in its entirety and replaced with the following:

- D. Apache County Health Department shall give each Beneficiary electing to participate in the services provided with a copy of the "Apache County Health Department Vaccination Consent and Release" attached hereto as Exhibit "B," and incorporated herein by reference.

The currently in force Exhibits A and B shall be deleted in its entirety and replaced with the following:

EXHIBIT A

Vaccination Schedule

Date	Time	Location	Address	Site contact
10/18/2018	8:30am–10:00am	Town Hall: Johnson/Udall Room	418 E. Main St., Springerville	Val Cordova 928-333-2656
10/22/2018	10:00am–11:00am	Ganado Road Yard	Hwy 264, Ganado	Nicole 928-755-3881
10/22/2018	11:30am–12:30pm	Chinle Road Yard	Hwy 191, Chinle	Cindy 928-674-5664
10/23/2018	1:30pm–3:30pm	St. Johns Annex	75 W. Cleveland St., St. Johns	Beth Bond 928-337-4364

EXHIBIT B**Apache County Health Department Vaccination Consent and Release****APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT****Patient Insurance Information**

Please Print

Last Name	First Name	Middle Name	Date of Birth	Gender M F
Mailing Address		City	State	Zip Code
Phone Number		email		

Complete ALL that apply:

AZLGEBT _____ RAGHT _____ OTHER _____

Insurance Provider _____ GRP # _____

ID # _____

AHCCCS Program _____ ID # _____

Please complete health screen and consent on back

For Health Department only.						
Date			Exp. date	Lot #	Route	Vaccine Administrator
	Influenza	Quad. PMC			LD / RD	
		Fluad 65 yr + Seqirus	Exp. date	Lot #	LD / RD	Vaccine Administrator
	Pneumo	PPV 23 PMC	Exp. date	Lot #	LD / RD	Vaccine Administrator
		PCV13 Pfizer	Exp. date	Lot #	LD / RD	Vaccine Administrator

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

AZLGEBT:

By: _____

Name, Title

Address

City, State

Telephone Number

Date: _____

RAGHT:

By: _____

Name, Title

Address

City, State

Telephone Number

Date: _____

Apache County Health Department:

By: _____

Name, Title

Address

City, State

Telephone Number

Date: _____

REVIEWED AND APPROVED AS TO FORM:

Michael E. Hensley

Michael E. Hensley, Legal Counsel to the Trust

Date: August 20, 2018

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 08/09/18

Chris J. Sexton

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

ACPHSD requests discussion and possible approval of IGA #ADHS19-206555, the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), Women and Children's Farmers Market Nutrition Programs (FMNP), and Online Nutrition Education Discussion (ONED) for the State of Arizona. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems. This grant was budgeted for FY19.

BOS Meeting Date Requested 09/05/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

[Signature]

Check if item does not require review

Finance Review: *Approved see email*

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review ☒

Other Review:

Signature

Check if item does not require review ☒

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

Kimberly Penrod

From: David Lamm
Sent: Tuesday, August 21, 2018 8:10 AM
To: Kimberly Penrod
Subject: RE: Emailing: ADHS19-206555 Apache WIC BFPC FMNP ONED, WIC

Kimberly,

This is ok.

Thanks,

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

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

From: Kimberly Penrod
Sent: Monday, August 13, 2018 9:15 AM
To: Josh Covey <JCovey@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Robin Aguero <raguero@co.apache.az.us>
Subject: Emailing: ADHS19-206555 Apache WIC BFPC FMNP ONED, WIC

Josh and David,

Please review the attached Agenda Item. If you could, please send your approval to my attention by August 27th, as we would like to have this on the Sept. 5th BOS Agenda.

Thx,

Kimberly

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

ADHS19-206555 Apache WIC BFPC FMNP ONED
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)

Contract No. ADHS19-206555

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

Project Title: WIC, BFPC, FMNP AND ONED SERVICES

Begin Date: October 1, 2018

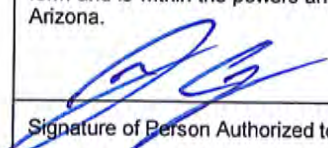
Geographic Service Area: STATE OF ARIZONA

Termination Date: September 30, 2023

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

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

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

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Apache County Address: PO Box 428, Board of Supervisors, St Johns, AZ 85936		FOR CLARIFICATION, CONTACT: Name: _____ Phone: _____ FAX No: _____ E-mail: _____	
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____		This Contract shall henceforth be referred to as Contract No. <u>ADHS19-206555</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 201__ Procurement Officer _____	
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  <u>8-22-18</u> Signature of Person Authorized to Sign _____ Date _____ Joshua T. Greer Apache County Attorney Print Name and Title _____		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 the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General: _____	

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS19-206555	

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

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

This Contract shall be:

☐ Fixed Price
☒ Cost Reimbursement

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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

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

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

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

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

5. Costs and Payments

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

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5.4. Applicable Taxes.

- 5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

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

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

- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

6. **Contract Changes**

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

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

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8. Description of Materials

The following provisions shall apply to Materials only:

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

9. State's Contractual Remedies

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

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

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

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

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

10. Contract Termination

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

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

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

10.4. Termination Without Cause.

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

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

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

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

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

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

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

11. Arbitration

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

12. Communication

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

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

13. Client Grievances

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

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14. Sovereign Immunity

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

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

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

19. Data Universal Numbering System (DUNS) Requirement

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

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

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

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

21. Contracting; Procurement; Investment; Prohibitions

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

22. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

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1. Background

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1. WIC Nutrition Services

The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1. Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

- 1.1.1.1. To increase the incidence of breastfeeding to 82% of women initiating breastfeeding;
- 1.1.1.2. To increase the duration of breastfeeding to 61% of women breastfeeding for the first six (6) months of their baby's life;
- 1.1.1.3. To increase the duration of breastfeeding to 34% of women breastfeeding for the first year of their baby's life;
- 1.1.1.4. To increase the rate infants are exclusively breastfed to 44% at three (3) months and 24% at six months;
- 1.1.1.5. To reduce the proportion of adults who are considered obese to 31%;
- 1.1.1.6. To reduce the proportion of children ages 2-5 who are considered obese to 10%;
- 1.1.1.7. To increase the consumption and variety of fruits and vegetables by those two (2) and older;
- 1.1.1.8. To increase the consumption of whole grains by those two (2) and older; and
- 1.1.1.9. To increase the proportion of children ages 0-2 who view no television or videos on an average day to 45%.

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1.2. Breastfeeding Peer Counseling (BFPC)

- 1.2.1. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.
- 1.2.2. The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.
- 1.2.3. Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

1.3. Farmer's Market Nutrition Program (FMNP)

The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women, children, and infants as ADHS allows to purchase these items directly from growers at ADHS-approved farmers' markets. FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

2. Objective

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services and / or Farmers' Market Nutrition Program Services.

3. Scope of Service

3.1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

- 3.1.1. Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;
- 3.1.2. Provide participant centered nutrition and breastfeeding support services to WIC participants;
- 3.1.3. Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;
- 3.1.4. Issue WIC food benefits tailored to meet the needs of the participants;

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- 3.1.5. Ensure the collection and recording of accurate information;
- 3.1.6. Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;
- 3.1.7. Provide administrative functions for operation of the WIC Program; and
- 3.1.8. Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

3.2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

3.3. Farmer's Market Nutrition Program (FMNP)

WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

- 3.3.1. Identifying participants and offering program services;
- 3.3.2. Distributing information to participants;
- 3.3.3. Issuing of FMNP benefits;
- 3.3.4. Safeguarding FMNP benefits;
- 3.3.5. Documenting accurately all required information;
- 3.3.6. Providing administrative functions necessary for operation of the FMNP;
- 3.3.7. Preparing and submitting all required reports in accordance with this Contract; and
- 3.3.8. Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

4. Tasks

4.1. WIC Services Outreach and Referrals

- 4.1.1. Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract.
- 4.1.2. Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract.
- 4.1.3. Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract.

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- 4.1.4. Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

4.2. Additional BFPC Outreach Tasks:

- 4.2.1. Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

4.3. Participant Records:

- 4.3.1. Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

- 4.3.1.1. Eligibility and ineligibility determinations;
- 4.3.1.2. Nutrition assessments;
- 4.3.1.3. Nutrition and breastfeeding education and support;
- 4.3.1.4. Nutrition and breastfeeding counseling;
- 4.3.1.5. Encourage participants in setting behavioral goals;
- 4.3.1.6. Appropriate referrals;
- 4.3.1.7. Program abuse; and
- 4.3.1.8. Food benefit issuances.

- 4.3.2. Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock, food instruments issued by the Contractor, eWIC cards, and eWIC cards issued by the Contractor.

- 4.3.3. Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h) (3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

- 4.3.4. Staff shall only access the WIC Computer Data System and client files for business related reason(s).

- 4.3.5. Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner.

- 4.3.6. The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.

- 4.3.7. The Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

- 4.3.7.1. What data elements were involved and the extent of the data involved in the breach;

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- 4.3.7.2. A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
- 4.3.7.3. A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
- 4.3.7.4. A description of the probable causes of the improper use or disclosure; and
- 4.3.7.5. Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 4.3.8. The Local Agency shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4.3.9. The Local Agency shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Local Agency will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.
- 4.4. Additional FMNP Participant Records Tasks:
 - 4.4.1. Document nutrition education and distribution of FMNP benefits and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.
- 4.5. Service Delivery and Program Rules

The Contractor shall:

 - 4.5.1. Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;
 - 4.5.1.1. Pregnant women, breastfeeding women up to 12 months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy;
 - 4.5.1.2. Infants from birth to age one (1), and
 - 4.5.1.3. Children from age one (1) year up to five (5) years of age.
 - 4.5.2. Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual;
 - 4.5.3. Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;
 - 4.5.4. Assist participants in setting goals for behavioral change and follow-up on goals set;

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- 4.5.5. Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;
- 4.5.6. Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM;
- 4.5.7. Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;
- 4.5.8. Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;
- 4.5.9. Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, food benefit use and redemption, and if applicable, FMNP benefits. The training shall be documented in the participant's record as set forth in the WIC PPM and/or AzFMNP Manual;
- 4.5.10. Additional BFPC Service Delivery tasks:
 - 4.5.10.1. Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;
 - 4.5.10.2. Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and
 - 4.5.10.3. Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.
- 4.5.11. Additional FMNP Delivery tasks:
 - 4.5.11.1. Identify eligible participants, offer FMNP benefits, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
 - 4.5.11.2. Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;
 - 4.5.11.3. Submit a written request to the ADHS FMNP Manager for authorization to utilize a Local Agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;
 - 4.5.11.4. Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS approved Arizona Farmers' Markets;
 - 4.5.11.5. Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP benefits;
 - 4.5.11.6. Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market; and

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

4.6. Participant-Centered Nutrition Education

The Contractor shall:

- 4.6.1. Prepare and submit a two (2) year Nutrition Services and Training Plan for participants to include, but not be limited to:
- 4.6.1.1. Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan; and
 - 4.6.1.2. Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal.
- 4.6.2. Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, children, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period.
- 4.6.3. Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence.
- 4.6.4. Offer, as often as necessary, high- and medium-risk nutrition education/counseling by an RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.
- 4.6.5. Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:
- 4.6.5.1. Salary and other costs for time spent on nutrition education, whether with an individual or group;
 - 4.6.5.2. The cost of procuring and producing nutrition education materials;
 - 4.6.5.3. The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;
 - 4.6.5.4. The cost of conducting participant evaluations of nutrition education;
 - 4.6.5.5. The salary and other costs incurred in developing the nutrition education plan; and
 - 4.6.5.6. Other ADHS-approved costs.

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- 4.6.6. Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages.
- 4.6.7. The Local Agency will provide documentation that a minimum of 4% of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the 4% is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the 4% and the actual amount expended IF ADHS must pay a penalty to the Federal Government.

4.7. Staffing

The Contractor shall:

- 4.7.1. Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on *staff* to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration.
- 4.7.2. Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS.
- 4.7.3. Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants.
- 4.7.4. Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation
- 4.7.5. When applicable and necessary, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.
- 4.7.6. Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing

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nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

- 4.7.7. Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS.
- 4.7.8. All Local Agencies will identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS.
- 4.7.9. When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.
- 4.7.10. Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS)

4.8. Additional BFPC Service Staffing

- 4.8.1. Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.
- 4.8.2. Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.
- 4.8.3. Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants

4.9. Staff Training

The Contractor shall:

- 4.9.1. Train new staff as outlined in the ADHS developed new employee training plan.
- 4.9.2. Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS Learning Management System (LMS) at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM.
- 4.9.3. In addition to state requirements for competency trainings, Local Agencies must implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations.

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- 4.9.4. Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS.
- 4.9.5. Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings sessions in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.
- 4.9.6. Provide one (1) representative for a maximum of 12 GoToMeeting teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings.
- 4.9.7. Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building.

4.10. Additional BFPC Staff Training:

- 4.10.1. Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term.
- 4.10.2. Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment.
- 4.10.3. Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others.
- 4.10.4. Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once during each Peer Counseling Program contract term.

4.11. Data Collection

The Contractor shall:

- 4.11.1. Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.
- 4.11.2. Complete all data elements required on the WIC Computer Data System as outlined in the WICPPM.
- 4.11.3. WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others.
- 4.11.4. When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include but not limited to providing a temporary administrative account.

4.12. Administrative Services

The Contractor shall:

- 4.12.1. In addition to complying with the Guidance for Federal Grant Award Management (Blue Book), State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, AND Chapter 12 and 13 of the Policy and Procedure Manual (PPM):

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- 4.12.1.1. Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase).
- 4.12.1.2. Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available.
- 4.12.1.3. Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more.
- 4.12.1.4. Obtain written permission from ADHS prior to expending WIC funds for the purchase of any asset resource related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal;
 - 4.12.1.4.1. Once the asset resource related item is purchased ADHS must be provided the information listed in 8.1.1 within 10 business days of the item being received
 - 4.12.1.4.2. Transfer and disposals must follow the procedures outlined in the PPM.
 - 4.12.1.4.3. Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than 10 business days from the time of incident.
- 4.12.1.5. Submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM.
- 4.12.1.6. Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, FMNP Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know.
- 4.12.1.7. Provide at least 10 weeks written notice when planning on opening, moving, or suspending WIC services at any location.
- 4.12.1.8. Read, timely, all ADHS provided documents and provide requested response, if applicable.
- 4.12.1.9. The Local Agency Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account.
- 4.12.1.10. Maintain records of WIC services in WIC Computer Data System, if applicable, according to the WIC PPM, including but not limited to:
 - 4.12.1.10.1. Signed consent for anemia screening and anthropometrics;
 - 4.12.1.10.2. Signed Rights and Obligations for enrolled participant files (active and inactive);
 - 4.12.1.10.3. Eligible participant files (active and inactive);
 - 4.12.1.10.4. Ineligible applicant signatures;

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- 4.12.1.10.5. Monthly Participation Reports by Category and Ethnicity;
- 4.12.1.10.6. Outreach files;
- 4.12.1.10.7. Medical documentation;
- 4.12.1.10.8. Staff files: Trainings attended, skill observations, and annual evaluations;
- 4.12.1.10.9. Documentation of dual participation actions;
- 4.12.1.10.10. Waiting lists (when applicable);
- 4.12.1.10.11. Reconciliation of eWIC cards;
- 4.12.1.10.12. Civil rights file to include documentation and resolution of all civil rights complaints;
- 4.12.1.10.13. Documentation of annual civil rights and voter registration training of all employees; and
- 4.12.1.10.14. Documentation of WIC Confidentiality and Conflict of Interest forms.
- 4.12.1.11. Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM.
- 4.12.1.12. Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented.
- 4.12.1.13. Prepare and submit individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM.
- 4.12.1.14. Local agencies not meeting their monthly participation level as outlined in Section H of this document shall prepare and submit monthly status reports of caseload countermeasures taken.
- 4.12.1.15. Prepare and submit Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year.
- 4.12.1.16. Prepare and submit WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures including the Final Closeout CER invoice respectively in accordance with the requirements in the WIC PPM.
- 4.12.1.17. Prepare and submit an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year.
- 4.12.1.18. Prepare and submit an annual evaluation on the Two (2) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year.
- 4.12.1.19. Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes.

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4.12.1.20. Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation.

4.12.1.21. Prepare and submit all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

4.13. Additional Peer Counseling Administrative Services:

4.13.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS.

4.13.2. Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

4.14. Additional FMNP Administrative Services:

4.14.1. Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

5. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and / or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

- 5.1. Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;
- 5.2. Prepare and submit individual electronic CER copies invoice for each program, not later than *thirty* (30) days following the end of each report month of the program year;
- 5.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's Quarterly CER not later than *thirty* (30) days following the end of each quarter report of the program year
- 5.4. Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;
- 5.5. WIC Local Agency 4th Quarterly Final Cost Summary matching the WIC Contractor's Final CER, not later than *forty-five* (45) days following the end of each Contract year;
- 5.6. Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:
 - 5.6.1. Request for Caseload to be served;
 - 5.6.2. Request for budget and budget justification;
 - 5.6.3. Updated Participant Nutrition Services and Training Plan for the following contract year and a evaluation of the previous year's activities;
 - 5.6.4. Updated Outreach Plan of each contract year and a progress report of previous year's activities; and
 - 5.6.5. Any additional services and other documents specified.

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5.7. All required responses to federal and state audits and reviews submitted in a timely manner

5.8. Additional Peer Counseling Deliverables:

5.8.1. Quarterly reports for the Peer Counseling Program to be submitted 15 days after each quarter of the Contract year.

6. Performance Standards And Awards

6.1. Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

<u>Caseload Assignment</u>	<u>% Maintained</u>
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

6.2. If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

6.3. Local Agencies shall be eligible for one (1) or more of the following awards:

6.3.1. Any local agency which meets 100% or more of its caseload assignment for three (3) consecutive months during the previous 12 month period (April 1 through March 31) may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

6.3.2. Utilizing the "Nutrition Discussion Contact" report ran for the last 6 months preceding time of application (September through February), any Local Agency meeting 95% of its nutrition education documentation requirement for each participation time period may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

6.3.3. The agency with the highest percentage of IENs in the first quarter (Oct 1 through Dec 31) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

<u>Assigned Caseload Cohort</u>	<u>Award Amount</u>
Less than 2000	\$5,000
2000 - 8000	\$10,000
More than 8000	\$15,000

6.3.4. Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

6.3.5. USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

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7. State Provided Items

ADHS shall provide the following:

- 7.1. Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request.
- 7.2. Hardware and software necessary for operation of the WIC Computer Database System.
- 7.3. Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.
- 7.4. FMNP Food Instrument stock and blank eWIC Cards.
- 7.5. Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment.
- 7.6. Nutrition Education Materials for participants.
- 7.7. Quarterly Report template (electronic) for Peer Counseling Program.
- 7.8. Technical assistance and support.
- 7.9. Breastfeeding material lending and library for Peer Counselor use.
- 7.10. Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.
- 7.11. *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.
- 7.12. FMNP Participant Guides.
- 7.13. Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.
- 7.14. Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.
- 7.15. Periodic redemption reports for issued benefits.
- 7.16. Formats for required reports.

8. Reference Documents

- 8.1. Arizona WIC Program Policies and Procedures Manual, refer to:
http://azdhs.gov/azwic/local_agencies_policyManual.htm
- 8.2. Arizona FMNP Manual, refer to:
<http://azdhs.gov/documents/prevention/azwic/fmnp/fmnp-local-agency-manual.pdf>
- 8.3. Guidance for Federal Grant Award Management (Blue Book):
<https://www.azdhs.gov/documents/prevention/womens-childrens-health/childrens-health/homevisiting/guidance-for-federal-grant-award-management.pdf>
- 8.4. State of Arizona Accounting Manual (SAAM): <https://gao.az.gov/publications/SAAM/>

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- 8.5. Federal Regulations: Refer to:
<https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rqn=div5>
- 8.6. 7 CFR 246.14: program costs
- 8.7. 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information
- 8.8. 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information

9. Notices, Correspondence, and Reports

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

Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007
Attention: WIC Program Manager

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

Contractor: _____

Attention: _____

Address: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Fax: _____

Email: _____

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WIC Services

October 1, 2018 to September 30, 2019

Cost Reimbursement Line Item Budget

WIC Services Account Classification	Amount
Personnel	\$55,964.00
Employee Related Expenses	\$34,047.00
Professional & Outside Services	\$1.00
Travel Expense	\$3,644.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$755.00
Capital Expenditures	\$1.00
Indirect Cost	\$0.00
RD Supplement	\$0.00
Total	\$94,413.00

Breastfeeding Peer Counseling Services

Cost Reimbursement Line Item Budget

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional & Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

Farmer's Market Nutrition Program Services

March 1, 2019 to September 30, 2019

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.75	WIC Participant	AS NEEDED

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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 2019 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) 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.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 8-7-18 [Signature]

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 Professional Services Agreement with Burnham Mortuary to provide reliable backup for the removal of human remains from the location of death. This has been budgeted for FY19.

BOS Meeting Date Requested 9-5-18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature [Signature]

Check if item does not require review

Finance Review: Approved. see email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review x

Other Review:

Signature

Check if item does not require review x

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

Kimberly Penrod

From: David Lamm
Sent: Wednesday, July 25, 2018 8:15 AM
To: Kimberly Penrod; Chris Sexton
Subject: RE: Emailing: Burnham contract for Human Remains, Burnham ME 2018, doc00738420180723150120, doc00738520180723150132, Pros and Cons for Burnham Mortuary Contract

Kimberly,

This looks ok. I can sign at the review.

Thanks,

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

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

From: Kimberly Penrod
Sent: Tuesday, July 24, 2018 3:14 PM
To: Josh Covey <JCovey@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Keli Sine-Shields <ksine@co.apache.az.us>
Subject: Emailing: Burnham contract for Human Remains, Burnham ME 2018, doc00738420180723150120, doc00738520180723150132, Pros and Cons for Burnham Mortuary Contract

Josh and David,

Please review and send signed Agenda Item Review Form to my attention.

THx,

Kimberly Penrod

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

Burnham contract for Human Remains
Burnham ME 2018
doc00738420180723150120
doc00738520180723150132
Pros and Cons for Burnham Mortuary Contract

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.

Pros and Cons to Burnham Mortuary contract

The Apache County Public Health Services District (ACPHSD), Alternate Medical Examiner Office removes human remains throughout Apache County. The Medico-Legal Death Investigator is based in Eagar and is responsible for the removal of human remains from the location of death When a death occurs, and the Medico-Legal Death Investigator is unable to travel to the scene of a death, a reliable backup is needed to perform the removal.

Pros:

- An option for providing transportation of human remains when the Medico-Legal Death Investigator is sick, on vacation, at training, at trial, Fridays, Saturdays Sundays and holidays or for any other reason the Medico-Legal Death Investigator is unable to perform the removal of human remains.
- Reduce Medico-Legal Death Investigator being called out at times when he is sick, on vacation, etc.
- Instead of travel time the Medico-Legal Death Investigator can use what would be travel time for working on a priority case.
- The Apache County Public Health Services District and Burnham Mortuary have been working together on Alternate Medical Examiner cases since sometime prior to 2008.
- The body refrigerator belonging to the ACPHSD is located at Burnham Mortuary in Eagar.

Cons:

- Removal of human remains from location of death by the contractor may be more expensive than removal by Medico-Legal Death Investigator.
- In the case of a homicide death where Apache County is prosecuting a defendant, chain of evidence issues could be raised by a defending attorney.



Apache County Public Health Services District

Professional Services Agreement with Burnham Mortuary

This Agreement is made and entered into between the Apache County Public Health Services District ("District") and Burnham Mortuary ("Subcontractor").

Whereas, the District requires the services of a Licensed Mortuary to remove and transport human remains from the location of death for the District's Alternate Medical Examiner's Office, and

Whereas, the District wishes to contract with Subcontractor for the removal and transportation of human remains and Subcontractor is willing to provide such service upon the terms and conditions set forth herein,

Now, Therefore, the parties agree as follows:

1. **Term.** This Agreement shall commence as of August 06, 2018 and shall continue in effect for one year and will be automatically renewed at the end of each subsequent year up to five years unless the parties terminate this agreement as provided in Section 9.
2. **Services.** The Subcontractor shall provide human remains removal, and transport for the office of the Alternate Medical Examiner within the non-tribal portions of southern Apache County and from other areas of the county as needed as a backup to the Apache County Medico-Legal Death Investigator. Human remains shall be placed in the Apache County Public Health Services District's (ACPHSD) body refrigerator.
 - Subcontractor shall provide backup service on days and at times when the Medico-Legal Death Investigator is: sick, on vacation, at trainings, at trials, Fridays, Saturdays, Sundays, holidays or for any other reason the Medico-Legal Death Investigator not able to remove human remains.
 - Subcontractor shall initiate travel to location of death within one hour after receiving a request to remove human remains.
3. **Compensation.** Services shall be compensated at the Burnham Mortuary current year General Price List Dated January 1 of each year, less 10%. Compensation to Subcontractor may change annually subject to mutual written agreement. Any agreement in the change of compensation to Subcontractor becomes effective July 1 after the written agreement is executed. A proposed change in compensation to Subcontractor must be presented at a regular meeting of the District's Board of Directors in February of the year the compensation to the Subcontractor will change.
 - Transportation of human remains from the location of death to a body refrigerator owner by the District shall be compensated at the Burnham Mortuary General Price List Dated January 1 of each year, less 10%.

- Mileage will not be charged for removal of human remains within 50 road miles from Burnham Mortuary in Eagar, Arizona.
 - Subcontractor will be compensated at \$2.25 per mile for road miles over 50 miles from the Burnham Mortuary in Eagar, Arizona. Subcontractor will use the most direct route to the location of death.
 - Human remains will be delivered to and placed in the body refrigerator (s) owned by the District unless directed otherwise by the Medico-Legal Death Investigator or the Alternate Medical examiner or an Apache County Sheriff Deputy.
 - Refrigerated Storage - if the decedent is placed in a body refrigerator owned by Subcontractor, due to lack space in the District's body refrigerators, compensation will be according to the Burnham Mortuary current year General Price List dated January 1 of each year, less 10%.
 - Supplies
 - Body bags used by Subcontractor providing back-up service for the Medico-Legal Death Investigator will be compensated according to the current year General Price List dated January 1 of each year, less 10%.
 - Subcontractor will invoice the district on case by case for supplies used.
4. **Independent Contractor.** In providing services hereunder, Subcontractor is an independent contractor. Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor. Subcontractor works at the discretion and direction of the Apache County Sheriff's Office.
5. **Insurance.** Subcontractor shall maintain in force during the terms of this Agreement, at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the District's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of a cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws.** Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder, all federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.
7. **Professional Licenses.** Subcontractor shall maintain in force throughout the term of this Agreement any and all license, permit and accreditation required for the Subcontractor to provide services hereunder. The Subcontractor shall provide the District with the documentation of any and all required license, permit, and accreditation. The Subcontractor

shall notify the District and shall immediately cease performance hereunder if any such license, permit, or accreditation is suspended or revoked.

8. **Indemnification.** To the fullest extent allowed by law, each party (as “indemnitor”) shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials, and employees (the “indemnitees”) from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) related to, arising out of or resulting from the Indemnitor’s negligent acts errors mistakes or omissions in the performance of this Agreement. The Indemnitor’s duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or by part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).
9. **Termination.** This agreement shall terminate immediately and automatically upon the termination of the Contract for any reason. In addition, ether party may terminate this Agreement for any reason with 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure any default in performance within 10 days after the delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS 38-511 (concerning conflicts of interest).
10. **Non-Assignment.** Subcontractor shall not assign any right or interest in the Agreement without the District’s prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District’s prior written approval. Any purported assignment, delegation or subcontract without the District’s prior written approval shall be void.
11. **Other Subcontractors.** This agreement does not prohibit or limit the District in subcontracting with other mortuaries, individuals or political subdivisions of the state for removal of human remains from the location of death.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS

By: _____
ALTON JOE SHEPHERD, CHAIRMAN

Date: _____

BURNHAM MORTUARY

By: _____
Bryce Burnham, Co-owner

Date: _____

By: _____
Sharon Burnham, Co-owner

Date: _____

July 17, 2018

FULL PACKAGE SELECTIONS

All packages include basic service of funeral director and staff, care and custody of deceased and under-signing overhead. Packages do not include caskets, vaults, grave liners, sales tax, death certificates, other cash advance items or additional merchandise.

TRADITIONAL FUNERAL

\$4095.00

Basic service of funeral director and staff, transfer of remains to mortuary within 50 miles, embalming and other care of deceased, use of facilities and equipment for two hour visitation or viewing, funeral services in our chapel or another local facility, register book, 100 memorial folders, 25 acknowledgement cards, temporary grave marker, funeral coach for service, staff and equipment for burial at local cemetery, service and shelter, up to 10 days. *Additional charges will be applied for Saturday, Sunday & holiday services.*

GRAVESIDE FUNERAL

\$3695.00

Basic service of funeral director and staff, transfer of remains to mortuary within 50 miles, embalming, and other care of deceased, use of facility and equipment for one hour visitation or viewing prior to service, register book, 100 memorial folders, 25 acknowledgement cards, temporary grave marker, funeral coach to cemetery, staff and equipment for graveside service at local cemetery and shelter up to 10 days. *Additional charges will be applied for Saturday, Sunday & holiday services.*

TRADITIONAL FUNERAL WITH CREMATION

\$4095.00

Basic service of funeral director and staff, transfer of remains to mortuary within 50 miles, embalming and other care of deceased, use of facilities and equipment for two hour visitation or viewing, funeral services in our chapel or local facility, register book, 100 memorial folders, 25 acknowledgement cards, transportation to crematory and crematory fee and shelter up to 10 days. *Additional charges will be applied for Saturday, Sunday & holiday services.*

MEMORIAL SERVICE WITH CREMATION

\$2595.00

Basic service of funeral director and staff, transfer of remains to mortuary within 50 miles, refrigeration, up to 5 days, use of chapel and equipment for memorial service (deceased not present), transportation to crematory and crematory fee, register book, 100 memorial folders, and 25 acknowledgement cards. *Additional charges will be applied for Saturday, Sunday and holiday services.*

DONATION

\$1095.00

Initial transportation of deceased from place of death to mortuary, within 50 miles, refrigeration, up to 5 days & basic services of funeral director and staff.

SHIP-IN FROM ANOTHER MORTUARY TRADITIONAL FUNERAL

\$1895.00

Basic service of funeral director and staff, care and custody of deceased, use of facilities for a two hour visitation or viewing, funeral services in our chapel or local facility, funeral coach to local cemetery and staff and equipment for burial service. *Additional charges will be applied for Saturday, Sunday and holiday services.*

Transportation to airport is additional.

SHIP-IN FROM ANOTHER MORTUARY GRAVESIDE

\$1595.00

Basic service of funeral director and staff, care and custody of deceased, use of facility for a two hour visitation or viewing, funeral coach to local cemetery, staff and equipment for graveside service. *Additional charges will be applied for Saturday, Sunday and holiday services.*

Transportation to airport is additional.

SHIP-OUT TO ANOTHER MORTUARY

\$1895.00

Basic service of funeral director and staff, care and custody of deceased, transportation of remains from place of death to mortuary, within 50 miles and embalming.

Transportation to airport is additional.

Airline charges and other shipping charges are additional. International ship-out \$500.00 additional not including document fees.

DIRECT CREMATION

Initial transfer of the deceased from place of death to mortuary, within 50 miles, a portion of the basic service charge, refrigeration up to 5 days, transportation to crematory and crematory fee. If you want to arrange a direct cremation, you can use an alternative container. Alternative containers encase the body and can be made of materials like fiberboard or composition materials (with or without an outside covering). The containers we provide are constructed of fiberboard and plywood materials.

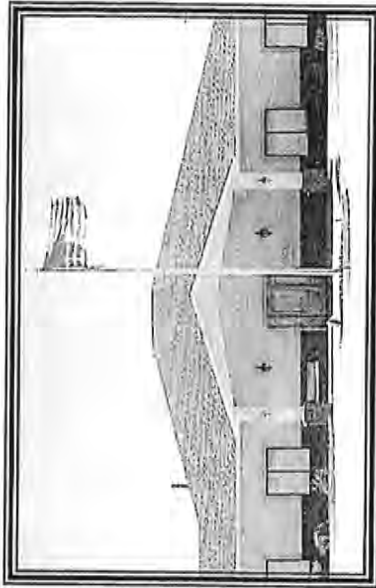
Direct cremation container provided by purchaser.....\$1995.00
Direct cremation minimum alternative container.....\$2090.00
Direct cremation casket selected.....\$2090.00 - \$11,393.00 from mortuary

IMMEDIATE BURIAL

Initial transfer of the deceased from place of death to mortuary, a portion of the basic service charge, refrigeration up to 5 days, transportation to local cemetery and staff and equipment for burial service. *Additional charges will be applied for Saturday, Sunday & holiday services.*

Immediate burial container provided by purchaser.....\$1995.00
Immediate burial casket selected.....\$2090.00 - \$11,393.00 from mortuary

Burnham Mortuary
"The Trusted Name in Funeral Service"
Eagar & St. Johns
Arizona



535 North Main Street
Eagar, Arizona 85925
Phone: 928-333-4345
Fax: 928-333-4080



20 South Washington
St. Johns, Arizona
Phone: 928-337-2142
Fax: 928-333-4080

Owned and operated by
Bryce & Sharon Burnham
Bryce Burnham - Funeral Director

General Price List

All prices are based on adult services

Effective January 1, 2018

(Prices subject to change without notice)

The goods and services shown below are those we can provide to our customers. You may choose only the item you desire. However, any funeral arrangements you select will include a charge for our basic service and overhead. If legal or other requirements mean you must buy any item you did not specifically ask for, we will explain, in writing, on the statement we provide describing the funeral goods and service you selected.

PROFESSIONAL SERVICE

BASIC SERVICE OF FUNERAL DIRECTOR AND STAFF.....\$1995.00

Our basic service charge includes, but is not limited to, staff to respond to initial request of service; care and custody of deceased, arrangement conference with family or responsible party; Preparation and filing of necessary certificates and permits; placement of obituary notices; planning of funeral arrangements and coordination of service with cemetery, crematory transportation companies and others required. Also included in the charges are expenses related to our facility such as insurance, maintenance, utility expenses, secretarial and administrative costs, equipment and inventory. The fee for our basic service and overhead will be added to the total cost of the funeral arrangements you select. (This fee is already included in our charges for direct cremation, immediate burials, forwarding or receiving remains and other packages selected.)

PLEASE NOTE:

Package pricing is not available if casket is purchased from a third party or provided from any other source.

Itemization pricing will be required.

ADDITIONAL STAFF OVERTIME SERVICES

Sunday and holidays visitations & services.....\$695.00
Saturday visitations & services.....\$495.00
Saturday graveside setup only.....\$395.00

EMBALMING.....\$695.00
Except in certain special cases, embalming is not required by law. Embalming may be necessary, however if you select certain funeral arrangements, such as a funeral with viewing. If you do not want embalming, you usually have the right to choose an arrangement which does not require you to pay for it, such as cremation without ceremony or immediate burial.

OTHER PREPARATIONS OF THE BODY

Special restoration for autopsy cases and tissue donor cases.....\$195.00
Professional care, washing, disinfection & posing & setting of features.....\$195.00
Dressing, cosmetology, casketing, or oversight of facilities for family to perform.....\$195.00
Hair dressing.....\$35.00

FACILITIES

Use of facilities and staff for two hour.....\$295.00
Viewing or Visitation
Private Family Identification Viewing 30 min.....\$95.00
Use of facilities and staff for.....\$395.00
Funeral Ceremony
Use of staff and equipment for.....\$395.00
Off-premises Ceremony
Use of facilities and staff for.....\$395.00
Memorial Service
Use of staff and equipment for.....\$495.00
Graveside Service

Shelter of embalmed remains per day.....\$55.00
Shelter of embalmed remains is included in package pricing up to 10 days.

*Refrigeration shelter of remains per day.....\$55.00
**Arizona Health Law requires all un-embalmed bodies must be refrigerated after 24 hours
Shelter of non-embalmed remains is included in package pricing up to 5 days.*

TRANSPORTATION

Transfer of remains to funeral home (within 50 miles).....\$395.00
Funeral coach for transportation to final disposition (within 50 miles).....\$245.00
Use of other automotive equipment, utility van, etc. (within 50 miles).....\$145.00
Additional mileage charge- (transportation beyond local area per mile).....\$2.50

CASH ADVANCES

Death Certificates (Arizona).....\$20.00
(New Mexico)
Cremation Permit (NM \$21.00) (Ap & Na Co. \$25) (Mar Co. \$15) (FSC \$32)
Clergyman, air transportation, newspaper costs, and other miscellaneous cash advance items. The above items are not part of our service, facilities or merchandise fees. We do not charge an additional fee for securing these items; however, immediate payment of the total amount is required at the time of arrangements.

INSURANCE FILING FEES

of total contract if insurance assignment is accepted in lieu of payment of contract.....5%

DISPOSITION MISCELLANEOUS FEES

Out-of-State Disposition Transit Permit.....\$145.00
Mailing Cremains
Cremains Only.....\$125.00
Cremains w/Urn.....\$150.00
Final Engraving (Granite Marker).....\$225.00
Crematory Fee.....\$385.00
Obituary Submission.....\$95.00
(including posting on our website)

MERCHANDISE

Memorial Folders (100 ct.).....\$95.00
Additional Memorial Folders (50 ct.).....\$25.00
Register Book.....\$35.00
Temporary Grave Marker.....\$20.00
Acknowledgement Cards (25-boxed).....\$10.00
Crucifix.....\$20.00
Shipping Container.....\$195.00
Air Tray.....\$145.00
Standard Body Bag.....\$60.00
Heavy-duty Body Bag.....\$95.00

*Caskets.....\$998.00 - \$9,998.00
*Cremation Urns.....\$19.00 - \$258.00
*Outer Burial Containers.....\$898.00 - \$4998.00

*Alternative Containers.....\$95.00 - \$9398.00
**A complete price list of caskets, cremation urns, outer burial & alternative containers will be provided at the funeral home.*

Rental Casket

A rental casket consists of a removable alternative container insert which is removed for the purpose of cremation......\$698.00

Memorial Video

Each additional video \$20.00
Video & Photo Box \$98.00

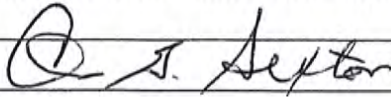
Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth
date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 08/07/18



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 MOU with Navajo County Public Health Services District and Maricopa County Department of Public Health identifying the roles and responsibilities of each party as they relate to the Registered Dietitian services requirement set forth by the Arizona Department of Health Services.

BOS Meeting Date Requested 09/05/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

NAVAJO COUNTY
PUBLIC HEALTH SERVICES DISTRICT



Promoting Quality Health through Community Education, Planning and Partnerships

Wade Kartchner MD, MPH
Medical Director

Jeffrey P. Lee
Health Director

MEMORANDUM OF UNDERSTANDING

Between

Navajo County Public Health Services District,
Apache County Public Health Services District and
Maricopa County Department of Public Health

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Navajo County Public Health Service District, (hereinafter NCPHSD), the Apache County Public Health Service District, (hereinafter ACPHSD), and the Maricopa County Department of Public Health (hereinafter MCDPH), to clearly identify the roles and responsibilities of each party as they relate to the Registered Dietitian (RD) services requirement set forth by the Arizona Department of Health Services (ADHS). This MOU is not a contract. Nor is this MOU drafted or intended to be a contract or used as a substitute for a contract. Instead, this MOU serves to state the parties' intended actions and facilitate the actions and functions stated and discussed below.

I. BACKGROUND

The ADHS Arizona WIC Program requires that each local agency have a RD provide RD services including seeing all high-risk and medium-risk clients, and approving special formula and food package requests. NCPHSD and ACPHSD already have a MOU in place that states that NCPHSD will receive the RD budget supplement from ADHS to house a RD that will cover all RD services for both NCPHSD and ACPHSD. RD staff will be leaving NCPHSD as of May 17, 2018. NCPHSD is currently recruiting to fill this position.

Winslow Office
619 East Third St
Winslow, Arizona 86047
Phone: (928) 289-6830
FAX: (928) 289-6826

Holbrook
117 East Buffalo Street
Holbrook, Arizona 86025
Phone: (928) 524-4750
FAX: (928) 524-4754

Show Low Office
600 N. 9th Pl.
Show Low, Arizona 85901
Phone: (928) 532-6050
FAX: (928) 532-6054

NAVAJO COUNTY

PUBLIC HEALTH SERVICES DISTRICT



Promoting Quality Health through Community Education, Planning and Partnerships

Wade Kartchner MD, MPH
Medical Director

Jeffrey P. Lee
Health Director

II. PURPOSE

This MOU will provide temporary coverage of RD services to NCPHSD and ACPHSD from MCDPH until NCPHSD is able to fill their RD position. This will keep NCPHSD and ACPHSD in compliance with ADHS policy.

III. INTENTIONS/ROLES/RESPONSIBILITIES

MCDPH will provide the following services for both NCPHSD and ACPHSD:

1. High-risk and medium-risk counseling and complete required HANDS documentation for all WIC clinics within NCPHSD and ACPHSD.

a) 40 hours per month of RD counseling to be provided to NCPHSD

b) 16 hours per month of RD counseling to be provided to ACPHSD

2. Formula and food package request approvals

3. When counseling high-risk or medium-risk appointments, to also cover any additional nutrition discussion appointments associated to the same family ID

Any additional support needed in regard to RD services will be conferred in collaboration with MCDPH, NCPHSD, ACPHSD and ADHS.

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NAVAJO COUNTY

PUBLIC HEALTH SERVICES DISTRICT



Promoting Quality Health through Community Education, Planning and Partnerships

Wade Kartchner MD, MPH
Medical Director

Jeffrey P. Lee
Health Director

IV. FUNDING

This MOU is not a commitment of funds between NCPHSD, ACPHSD, and MCDPH. RD services provided by MCDPH will be directly funded by ADHS.

V. DURATION

This MOU is at-will and may be modified by mutual consent of authorized officials from NCPHSD, ACPHSD, MCDPH, and ADHS. This MOU shall become effective on June 1, 2018 and upon signature by the authorized officials from the NCPHSD, ACPHSD, and MCDPH. This will remain in effect until modified or terminated by any one of the partners by mutual consent. This agreement is also terminable in accordance with the provisions of A.R.S. § 38-511, and that statute is hereby incorporated into this agreement by reference.

WHEREFORE, the duly authorized officials of the parties have executed this Memorandum of Understanding on the dates affixed by their signatures with the effective date as stated above.

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NAVAJO COUNTY
PUBLIC HEALTH SERVICES DISTRICT

Promoting Quality Health through Community Education, Planning and Partnerships

Wade Kartchner MD, MPH
Medical Director

Jeffrey P. Lee
Health Director

NAVAJO COUNTY

APACHE COUNTY

MARICOPA COUNTY

Board of Supervisors

Board of Supervisors

Board of Supervisors

Date

Date

Date

Health Director

Chris S. Sexton

Health Director

Health Director

Date

07 August 2018

Date

Date

Attest: _____

Attest: _____

Attest: _____

Approved as to form and authority:

Approved as to form and authority:

Approved as to form and authority:

Deputy County Attorney

[Signature]

Deputy County Attorney

Deputy County Attorney

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Public Health Services Department

Date/Signature: 8/27/2018

Chris S. Sexton

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 eliminate a vacant Home Health Nurse-LPN position Range 40 and a vacant Secretary position Range 24 and create a full-time, 40 hours per week, Public Health Nurse-RN position Range 56 (\$50,554.00--\$75,831.00) and fill the newly created position if approved.

BOS Meeting Date Requested: Sept. 5, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature

Amelia

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: Apache County Public Health Services Department

Date/Signature: 8/27/2018

Chris D. Sexton

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 eliminate a vacant Home Health Nurse-LPN position and a vacant Public Health Nurse-LPN position both Range 40 and create a full-time, 40 hours per week, Public Health Nurse-RN position Range 56 (\$50,554.00--\$75,831.00) and fill the newly created position if approved.

BOS Meeting Date Requested: Sept. 5, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: *[Signature]*

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Apache County Public Health Services District

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

Create a New Public Health Nurse-RN Position

Currently the Health Department has two RN positions. One is filled by the Clinical Services Division Manager, a full-time position, and the other RN position is a 32 hours per week position which is currently vacant.

The Clinical Services Division Manager is planning on retiring in the Fall of 2019. For succession planning and continuity of operations I would like to hire an Arizona Registered Nurse who, after working in the Clinical Services Division for about a year, would be able to become the new Clinical Services Division Manager.

Currently we have budgeted \$55,525.00 (salary plus ERE) for a Public Health Nurse—RN 32 hours per week. The expense for the new Public Health Nurse—RN 40 hours per week position is \$76,204.00 (salary plus ERE, end of probation and family medical included) for an increase of \$20,679.00. This increase would be paid from currently budgeted contingency funds.

If approved, the Public Health Nurse—RN 32 hours per week position will not be filled.

The positions being eliminated are Home Health Nurse—LPN salary Range 40 (\$34,054--\$51,082.00) and a Secretary salary Range 24 (\$22,940.00--\$34,410).



PUBLIC HEALTH NURSE – RN
Public Health

Effective Date: 8/27/2018
Range: 56
Annual Salary: \$50,554 – \$75,831

NATURE OF WORK:

Under general direction of the Division Manager of Clinical Services, performs work skilled professional public health nursing services to implement agency programs. Performs related work as assigned, encompassing Apache County and its residents.

TYPICAL DUTIES:

(Illustrative Only) Assists in the immunization department with weekly clinics; inoculation of children and adults, documentation of immunizations given; assist in the family planning department administering pregnancy tests, counseling women on options for pregnancy and birth control; assist in TB department administer PPD screenings and interpretation of results; assist in well woman division screening patients; assist in STD and HIV division counseling patients on sexual health and safety; proper documentation of duties performed.

KNOWLEDGE, SKILL AND ABILITIES:

Considerable knowledge of:

- professional nursing theory, principles and practices;
- nursing administration;
- community resources and public health programs.
- skill in recognizing and identifying new problems, allergic reactions, sign and symptoms in initial disease, or worsening of existing conditions.

Working knowledge of:

- administration of nursing services.
- knowledge and competency in clinical practice
- working knowledge of general nursing theory and practice
- public health programs, case management, community resources.
- the ASIIS statewide vaccination documentation website
- HIPPA and confidentiality practices

Ability to:

- establish and maintain effective working relationships with fellow employees, other agencies and the public;
- follow written and verbal instructions;
- communicate effectively verbally and in writing.
- to use initiative and judgment in selection proper treatments in unusual and emergency situations
- travel throughout the county on a regular basis
- attend trainings throughout the state.
- produce reports to state and federal agencies as requested
- conduct self in a professional manner
- supervise additional vaccination staff during mobile clinics

MINIMUM QUALIFICATIONS:

Graduate from an accredited school of nursing and have three years of varied nursing experience including two years in generalized community health.

LICENSES AND CERTIFICATES:

Must possess a current Arizona driver's license and be a licensed registered nurse in the State of Arizona.

(Position is classified service and FLSA exempt.)

August 27, 2018

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 8-23-2018

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

Discussion and possible approval of the acceptance of a check from the Alpine Area Library Friends in the amount of four thousand, four hundred, nine dollars and seventy-eight cents (\$4,409.78). This is reimbursement for the purchase of four laptops for patron use at the Alpine Library.

BOS Meeting Date Requested: **September 5, 2018**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Pros and cons for accepting a donation check from the Alpine Area Library Friends to reimburse the Library District for the purchase of laptops.

Agenda item as written:

Discussion and possible approval of the acceptance of a check from the Alpine Area Library Friends in the amount of four thousand, four hundred, nine dollars and seventy-eight cents (\$4,409.78). This is reimbursement for the purchase of four laptops for patron use at the Alpine Library.

Pros

- The Alpine Area Library Friends requested that we purchase these laptops for patron use at the Alpine Library. (The laptops are to be used only in the Library and cannot be taken off the property.)
- The laptops have already been purchased using District funds. Accepting the check reimbursed the District for those expended funds.
- Laptops in the Library allows more patrons to access Library resources as well as use those resources on the patio and throughout the Library, not tied to a desk.

Cons

- We will have spent funds that we were not planning on spending.

SueAn Stradling-Collins

From: Joe Young
Sent: Wednesday, August 22, 2018 2:02 PM
To: SueAn Stradling-Collins
Subject: RE: agenda item

I have no legal issues with the item

From: SueAn Stradling-Collins [<mailto:scollins@co.apache.az.us>]
Sent: Wednesday, August 22, 2018 10:09 AM
To: Joe Young
Subject: agenda item
Importance: High

Attached, please find an agenda item. Also, I had sent an email earlier in the week with a question about another agenda item. I didn't mark it as high importance, and I realize that it may have been overlooked. Both items are fairly routine. Thank you.

SueAn Stradling-Collins
Library Director
Apache County Library District
P.O. Box 2760
30 South 2nd West
St. Johns, AZ 85936

928-337-4923
Fax 928-337-3960

Currently reading *The Loneliest Girl in the Universe* by Lauren James.

Come Read with Us!



We work to make our best better.

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: Lea Stradling-Collins 8-23-2018

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

Discussion and possible general approval pertaining to the initial steps of the strategic planning cycle for all seven libraries which includes a budget not to exceed \$700 and a committee comprised of as diverse community representatives as possible.

BOS Meeting Date Requested: September 5, 2018

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 _____

Supervisors Shepherd, Shirley, and Simshauser,

- Quite frequently, the Library District has agenda items dealing with strategic planning for the individual libraries.
- There are two times in which we approach the board.
 - The first time is to request approval of the committee representatives and , budget for the community-based meetings.
 - We strive to create a committee that includes a wide representation of community members
 - The budget includes supplies and food for the two meetings to be held
 - The proposed budget is generally from \$500 to \$700
 - These monies are included in our annual budget
 - The second time we approach the board is to approve a resulting strategic plan developed by the committees formed for each branch.

This agenda item is asking for a general approval of the first step for all seven libraries in a three and a half year cycle. We would still bring the completed plan to the Board for approval as we feel that the approval adds weight and support to the plan.

The pros and cons are the same and will continue to be similar for all libraries.

Pros

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

Cons

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

SueAn Stradling-Collins

From: Joe Young
Sent: Wednesday, August 22, 2018 2:03 PM
To: SueAn Stradling-Collins
Subject: RE: agenda item question

We can do it either way. I think the best way is to just put an item on the agenda and ask the Board how they would like to proceed.

From: SueAn Stradling-Collins [<mailto:scollins@co.apache.az.us>]
Sent: Monday, August 20, 2018 10:09 AM
To: Joe Young
Subject: agenda item question

Joe,

As you know, we usually approach the Board twice during the strategic planning process for each individual library: the first time for approval of the budget and possible committee members, and the second time for approval of the completed plan. To streamline, could we do a general approval for the entire FY on the first part as we always keep the budget below \$700. We strive to create a committee with representatives from as many diverse stake holders as possible. (Or do we even need to approve the first step?) I do think that we should have Board approval of the individual completed plans, as this adds weight and support to the process. What do you advise? I ask now because we will be approaching the Board for Sander's approval on the September Board meeting.

This FY, the Sanders and Vernon Libraries will be going through the process.

SueAn Stradling-Collins
Library Director
Apache County Library District
P.O. Box 2760
30 South 2nd West
St. Johns, AZ 85936

928-337-4923
Fax 928-337-3960

Currently reading *Emergency Contact* by Mary H.K. Choi.

Come Read with Us!



We work to make our best better.

**Sanders Public Library
Proposed Strategic Planning Committee**

Businesses

Frankie Robertson—Local Artist/T-Shirt
Designs

Senior Center

Veterans

Emergency Services

**Community Services
Organizations**

Rudy John - Nahata Dziil Food Bank
Distribution

Educational Organizations

Anita Watchman—Sanders School Board
Member
Margaret Yazzie-Lupton Head Start Teacher

Family Service Organizations

Christina Yazzie – Caregiver

Health Organizations

Legal Organizations

Religious Groups

Cultural Group

Strategic Planning Budget for Sanders Public Library
September 28, 2018 - October 26, 2018

ITEM	PRICE	QUANTITY	TOTAL
Food			
Friday, September 28, 2018			
Coffee (small can 80-90 servings)	\$4.85	1	\$4.85
Coffee Creamer, 24 pk	\$2.75	1	\$2.75
Sweet N Low box, 100 packets	\$2.25	1	2.25
Mini Assorted Pastries	\$5.00	2	\$10.00
Snacks (50 Cookies)	\$5.00	1	\$5.00
Subway Catering (17 people)	\$6.00	17	\$102.00
Bottled Water 24/pk	\$3.25	2	\$6.50
Juices	\$0.50	24	\$12.00
Ice - 20 lb	\$3.00	3	\$9.00
Friday, October 26, 2018			
Coffee Creamer 24 pk	\$4.85	1	\$4.85
Mini Assorted Pastries	\$5.00	1	\$5.00
Snacks (50 cookies)	\$5.00	1	\$5.00
Bottled water 24/pk	\$3.25	1	\$3.25
Juices	\$0.50	24	\$12.00
Subway Catering (17 people)	\$6.00	17	\$102.00
Dessert (1/4 sheet Cake - says "Thank You")	\$20.00	1	\$20.00
Ice - 20 lb	\$3.00	3	\$9.00
SUBTOTAL			\$315.45
Supplies			
Coffee Stir Sticks / 250 box		1	\$1.00
Small plates 40 ct	\$1.00	2	\$2.00
Styrofoam Coffee Cups 8.5 oz - 45/pk 8.5 oz 45 pk	\$1.00	1	\$1.00
Drink Cups 18 oz - 50/pk 16 oz. 16 pk	\$3.00	1	\$3.00
Vanity Fair Napkins, 40ct	\$1.00	3	\$3.00
Assorted Cutlery 40 ct	\$1.00	1	\$1.00
Coffee Filters 150 ct	\$1.75	1	\$1.75
Pilot G2 Retractable Ink Pens Fine Black (Quill)	\$12.99	1	\$12.99
Quill Standard Ruled pad 8 1/2 x11 wide	\$12.99	1	\$12.99
Avery Name Labels Pk. Of 100 "Hello My Name is" blue	\$7.29	1	\$7.29
2 Reams Quill copy paper (white)	\$6.99	2	\$13.98
Quill Easel pad ruled flip chart paper 1 case \$45.99	\$45.99	1	\$45.99
Sharpie King Size Marker Blk. Chisel Pt. 12/pk \$23.99	\$23.99	1	\$23.99
1 Package of Adhesive Putty \$2.49	\$2.49	1	\$2.49
SUBTOTAL			\$132.47
GRAND TOTAL			\$447.92

Sanders Vendor Quotes for Catering

Name of Restaurant	Menu	Unit Price	Total Price
Subway	Sandwiches, Chips and Cookies Family Meal Chicken & Tenders-12pc Chicken Mix, 6 pc Cajun Tenders, 6 Biscuits & Family Fries (Serves 4-6)	\$6.00 per meal	\$102
Krispy Krunchy Chicken	2 Specials (Comes with Bread sticks & 2 Liter of Soda) 1 Lg Cheese Pizza, 1 Pepperoni & Cheese Pizza; 1- 16" Supreme Pizza, 1- 16" Meat Lover's Pizza Garden	22.99 per family meal	\$68.97
Pizza Edge	Salad	Specials 16.99, 18.99; Specialities 23.99, 19.49	\$79.46

Servings for 17

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

date/time stamp

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

Finance

Date/Signature: _____

SL C.A.S. 8/27/18

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 August 6, 2018 and September 5, 2018. 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 _____

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	1067494	08/02/2018	Accounts Payable	US POSTMASTER	225.00
Open	NBAZ - Warrant Clearing Account	Check	1067495	08/07/2018	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	13,518.60
Open	NBAZ - Warrant Clearing Account	Check	1067496	08/07/2018	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1067497	08/07/2018	Accounts Payable	RDO EQUIPMENT CO	6,239.44
Open	NBAZ - Warrant Clearing Account	Check	1067498	08/07/2018	Accounts Payable	RDO EQUIPMENT CO	24,210.56
Open	NBAZ - Warrant Clearing Account	Check	1067499	08/07/2018	Accounts Payable	WAYFAIR LLC	1,902.77
Open	NBAZ - Warrant Clearing Account	Check	1067500	08/07/2018	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	153.58
Open	NBAZ - Warrant Clearing Account	Check	1067501	08/07/2018	Accounts Payable	AAA OR NORTHERN CALIFORNIA, NEVADA & UTAH	1,848.00
Open	NBAZ - Warrant Clearing Account	Check	1067502	08/07/2018	Accounts Payable	ALLEGRA	1,683.71
Open	NBAZ - Warrant Clearing Account	Check	1067503	08/07/2018	Accounts Payable	ALSCO INC	143.24
Open	NBAZ - Warrant Clearing Account	Check	1067504	08/07/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,379.10
Open	NBAZ - Warrant Clearing Account	Check	1067505	08/07/2018	Accounts Payable	AMIGO CHEVROLET	1,505.00
Open	NBAZ - Warrant Clearing Account	Check	1067506	08/07/2018	Accounts Payable	APACHE COUNTY	407.69
Open	NBAZ - Warrant Clearing Account	Check	1067507	08/07/2018	Accounts Payable	APACHE COUNTY SCHOOLS CONSORTIUM	17,915.00
Open	NBAZ - Warrant Clearing Account	Check	1067508	08/07/2018	Accounts Payable	ARAMARK UNIFORM & CAREER APPAREL	122.72
Open	NBAZ - Warrant Clearing Account	Check	1067509	08/07/2018	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1067510	08/07/2018	Accounts Payable	ARROWHEAD RESELLERS CORP	267.65
Open	NBAZ - Warrant Clearing Account	Check	1067511	08/07/2018	Accounts Payable	ASHTONS REPAIR INC	846.56
Open	NBAZ - Warrant Clearing Account	Check	1067512	08/07/2018	Accounts Payable	AZ DEPT OF REVENUE	56,947.95
Open	NBAZ - Warrant Clearing Account	Check	1067513	08/07/2018	Accounts Payable	AZ EMERGENCY SERVICES ASSOCIATION	465.00
Open	NBAZ - Warrant Clearing Account	Check	1067514	08/07/2018	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	215.00
Open	NBAZ - Warrant Clearing Account	Check	1067515	08/07/2018	Accounts Payable	AZ SECRETARY OF STATE	169.24
Open	NBAZ - Warrant Clearing Account	Check	1067516	08/07/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	565.89
Open	NBAZ - Warrant Clearing Account	Check	1067517	08/07/2018	Accounts Payable	BASIN PUMP AND SUPPLY CO INC	395.68
Open	NBAZ - Warrant Clearing Account	Check	1067518	08/07/2018	Accounts Payable	BAST, ELLEN RAE	298.54
Open	NBAZ - Warrant Clearing Account	Check	1067519	08/07/2018	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	275.03
Open	NBAZ - Warrant Clearing Account	Check	1067520	08/07/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	238.66
Open	NBAZ - Warrant Clearing Account	Check	1067521	08/07/2018	Accounts Payable	BEGAY, SARAH MAE	155.00
Open	NBAZ - Warrant Clearing Account	Check	1067522	08/07/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	2,813.89
Open	NBAZ - Warrant Clearing Account	Check	1067523	08/07/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	426.39
Open	NBAZ - Warrant Clearing Account	Check	1067524	08/07/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	137.31
Open	NBAZ - Warrant Clearing Account	Check	1067525	08/07/2018	Accounts Payable	BOWMAN, GLORIA	113.52
Open	NBAZ - Warrant Clearing Account	Check	1067526	08/07/2018	Accounts Payable	BRADCO	19,574.73
Open	NBAZ - Warrant Clearing Account	Check	1067527	08/07/2018	Accounts Payable	BRAGIEL, MICHAEL T	50.90
Open	NBAZ - Warrant Clearing Account	Check	1067528	08/07/2018	Accounts Payable	BRIDES AUTO CENTER	39.00
Open	NBAZ - Warrant Clearing Account	Check	1067529	08/07/2018	Accounts Payable	BROWN, ASHLEE	390.00
Open	NBAZ - Warrant Clearing Account	Check	1067530	08/07/2018	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1067531	08/07/2018	Accounts Payable	CDW GOVERNMENT LLC	3,244.34
Open	NBAZ - Warrant Clearing Account	Check	1067532	08/07/2018	Accounts Payable	CELLULAR ONE NE AZ	88.78
Open	NBAZ - Warrant Clearing Account	Check	1067533	08/07/2018	Accounts Payable	CENTRAL AGENCY FAIR INC	200.00
Open	NBAZ - Warrant Clearing Account	Check	1067534	08/07/2018	Accounts Payable	CONDIE, GENE	234.00
Open	NBAZ - Warrant Clearing Account	Check	1067535	08/07/2018	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	261.48
Open	NBAZ - Warrant Clearing Account	Check	1067536	08/07/2018	Accounts Payable	CONTROL SOLUTIONS	108.00
Open	NBAZ - Warrant Clearing Account	Check	1067537	08/07/2018	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1067538	08/07/2018	Accounts Payable	COVEY, JOSHUA T	565.00
Open	NBAZ - Warrant Clearing Account	Check	1067539	08/07/2018	Accounts Payable	CURTIS, HEATHER	44.96
Open	NBAZ - Warrant Clearing Account	Check	1067540	08/07/2018	Accounts Payable	DAVIS TRUE VALUE HARDWARE	196.36

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067541	08/07/2018	Accounts Payable	DESERT SNOW	450.00
Open	NBAZ - Warrant Clearing Account	Check	1067542	08/07/2018	Accounts Payable	DIRECTV LLC	243.94
Open	NBAZ - Warrant Clearing Account	Check	1067543	08/07/2018	Accounts Payable	DISH NETWORK	99.47
Open	NBAZ - Warrant Clearing Account	Check	1067544	08/07/2018	Accounts Payable	DISH NETWORK	111.12
Open	NBAZ - Warrant Clearing Account	Check	1067545	08/07/2018	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	14,499.34
Open	NBAZ - Warrant Clearing Account	Check	1067546	08/07/2018	Accounts Payable	EMPIRE MACHINERY	1,828.88
Open	NBAZ - Warrant Clearing Account	Check	1067547	08/07/2018	Accounts Payable	FIREFIGHTERS AND POLICE OFFICERS CANCER INSURANCE	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1067548	08/07/2018	Accounts Payable	FITE, ROBERT L	63.76
Open	NBAZ - Warrant Clearing Account	Check	1067549	08/07/2018	Accounts Payable	FLEET PRIDE	3,840.27
Open	NBAZ - Warrant Clearing Account	Check	1067550	08/07/2018	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	287.36
Open	NBAZ - Warrant Clearing Account	Check	1067551	08/07/2018	Accounts Payable	FREEMAN, JOHN L Junior	50.80
Open	NBAZ - Warrant Clearing Account	Check	1067552	08/07/2018	Accounts Payable	FRONTIER	62.40
Open	NBAZ - Warrant Clearing Account	Check	1067553	08/07/2018	Accounts Payable	FRONTIER	74.95
Open	NBAZ - Warrant Clearing Account	Check	1067554	08/07/2018	Accounts Payable	FRONTIER	165.37
Open	NBAZ - Warrant Clearing Account	Check	1067555	08/07/2018	Accounts Payable	FRONTIER	104.75
Open	NBAZ - Warrant Clearing Account	Check	1067556	08/07/2018	Accounts Payable	FRONTIER	845.75
Open	NBAZ - Warrant Clearing Account	Check	1067557	08/07/2018	Accounts Payable	FRONTIER	1,820.47
Open	NBAZ - Warrant Clearing Account	Check	1067558	08/07/2018	Accounts Payable	FRONTIER	101.42
Open	NBAZ - Warrant Clearing Account	Check	1067559	08/07/2018	Accounts Payable	FRONTIER	160.12
Open	NBAZ - Warrant Clearing Account	Check	1067560	08/07/2018	Accounts Payable	FRONTIER	134.16
Open	NBAZ - Warrant Clearing Account	Check	1067561	08/07/2018	Accounts Payable	GALL'S INC	348.65
Open	NBAZ - Warrant Clearing Account	Check	1067562	08/07/2018	Accounts Payable	GLAXO SMITHKLINE PHARMACY	783.00
Open	NBAZ - Warrant Clearing Account	Check	1067563	08/07/2018	Accounts Payable	GREER, YVETTE L	74.46
Open	NBAZ - Warrant Clearing Account	Check	1067564	08/07/2018	Accounts Payable	GRIEGO, SONIA A	5.00
Open	NBAZ - Warrant Clearing Account	Check	1067565	08/07/2018	Accounts Payable	H & C STARTER AND ALTERNATOR	357.99
Open	NBAZ - Warrant Clearing Account	Check	1067566	08/07/2018	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	434.01
Open	NBAZ - Warrant Clearing Account	Check	1067567	08/07/2018	Accounts Payable	HILL AZ GROCERY STORE	11.59
Open	NBAZ - Warrant Clearing Account	Check	1067568	08/07/2018	Accounts Payable	HILL AZ GROCERY STORE	39.06
Open	NBAZ - Warrant Clearing Account	Check	1067569	08/07/2018	Accounts Payable	HILLYARD/FLAGSTAFF	1,338.88
Open	NBAZ - Warrant Clearing Account	Check	1067570	08/07/2018	Accounts Payable	HOLIDAY INN - CANYON DE CHELLY	99.64
Open	NBAZ - Warrant Clearing Account	Check	1067571	08/07/2018	Accounts Payable	HOME DEPOT	4,168.84
Open	NBAZ - Warrant Clearing Account	Check	1067572	08/07/2018	Accounts Payable	HOUNSHELL, BRIAN	67.35
Open	NBAZ - Warrant Clearing Account	Check	1067573	08/07/2018	Accounts Payable	HUMPHREY, JODIE MARIE	20.17
Open	NBAZ - Warrant Clearing Account	Check	1067574	08/07/2018	Accounts Payable	INGRAM LIBRARY SERVICES	3,065.82
Open	NBAZ - Warrant Clearing Account	Check	1067575	08/07/2018	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	563.33
Open	NBAZ - Warrant Clearing Account	Check	1067576	08/07/2018	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	7,329.16
Open	NBAZ - Warrant Clearing Account	Check	1067577	08/07/2018	Accounts Payable	KOCH, SUSAN	18.43
Open	NBAZ - Warrant Clearing Account	Check	1067578	08/07/2018	Accounts Payable	KONICA MINOLTA	2.36
Open	NBAZ - Warrant Clearing Account	Check	1067579	08/07/2018	Accounts Payable	LIVCO WATER & SEWER COMPANY	21.63
Open	NBAZ - Warrant Clearing Account	Check	1067580	08/07/2018	Accounts Payable	MCCARTHY, STEPHANIE	375.26
Open	NBAZ - Warrant Clearing Account	Check	1067581	08/07/2018	Accounts Payable	MCI	39.76
Open	NBAZ - Warrant Clearing Account	Check	1067582	08/07/2018	Accounts Payable	MIRANDA, OSCAR R	61.36
Open	NBAZ - Warrant Clearing Account	Check	1067583	08/07/2018	Accounts Payable	MORI INC	17,213.00
Open	NBAZ - Warrant Clearing Account	Check	1067584	08/07/2018	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	765.00
Open	NBAZ - Warrant Clearing Account	Check	1067585	08/07/2018	Accounts Payable	MUTH, DANIEL R	33.46
Open	NBAZ - Warrant Clearing Account	Check	1067586	08/07/2018	Accounts Payable	NAVAJO NATION FAIR	400.00
Open	NBAZ - Warrant Clearing Account	Check	1067587	08/07/2018	Accounts Payable	NAVAJO NATION FAIR	350.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067588	08/07/2018	Accounts Payable	NAVAJO NATION FAIR	250.00
Open	NBAZ - Warrant Clearing Account	Check	1067589	08/07/2018	Accounts Payable	NAVAJO SANITATION INC	336.63
Open	NBAZ - Warrant Clearing Account	Check	1067590	08/07/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	30.41
Open	NBAZ - Warrant Clearing Account	Check	1067591	08/07/2018	Accounts Payable	NAVAJO WESTERNERS	125.49
Open	NBAZ - Warrant Clearing Account	Check	1067592	08/07/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	7,024.69
Open	NBAZ - Warrant Clearing Account	Check	1067593	08/07/2018	Accounts Payable	NICHOLSON, JULIE ANN	604.95
Open	NBAZ - Warrant Clearing Account	Check	1067594	08/07/2018	Accounts Payable	NIELSEN WELL DRILLING	3,933.06
Open	NBAZ - Warrant Clearing Account	Check	1067595	08/07/2018	Accounts Payable	NORMENT SECURITY GROUP INC	4,085.80
Open	NBAZ - Warrant Clearing Account	Check	1067596	08/07/2018	Accounts Payable	OFFICE DEPOT	131.93
Open	NBAZ - Warrant Clearing Account	Check	1067597	08/07/2018	Accounts Payable	PARRACK (HIGH COUNTRY AWARDS), BRIAN K	29.92
Open	NBAZ - Warrant Clearing Account	Check	1067598	08/07/2018	Accounts Payable	PLATT DDS, RANDOLPH	366.00
Open	NBAZ - Warrant Clearing Account	Check	1067599	08/07/2018	Accounts Payable	PREMIUM PROPANE LLC	19.91
Open	NBAZ - Warrant Clearing Account	Check	1067600	08/07/2018	Accounts Payable	QUILL CORP	5,301.76
Open	NBAZ - Warrant Clearing Account	Check	1067601	08/07/2018	Accounts Payable	RALSTON ADVERTISING CO	774.68
Open	NBAZ - Warrant Clearing Account	Check	1067602	08/07/2018	Accounts Payable	RDO EQUIPMENT CO	445.09
Open	NBAZ - Warrant Clearing Account	Check	1067603	08/07/2018	Accounts Payable	RDO EQUIPMENT CO	40.55
Open	NBAZ - Warrant Clearing Account	Check	1067604	08/07/2018	Accounts Payable	RUSH TRUCK CENTER	496.51
Open	NBAZ - Warrant Clearing Account	Check	1067605	08/07/2018	Accounts Payable	SATCOM GLOBAL INC	173.83
Open	NBAZ - Warrant Clearing Account	Check	1067606	08/07/2018	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	920.90
Open	NBAZ - Warrant Clearing Account	Check	1067607	08/07/2018	Accounts Payable	SCRUGGS, JOHN	73.00
Open	NBAZ - Warrant Clearing Account	Check	1067608	08/07/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	946.37
Open	NBAZ - Warrant Clearing Account	Check	1067609	08/07/2018	Accounts Payable	SIERRA PROPANE	37.14
Open	NBAZ - Warrant Clearing Account	Check	1067610	08/07/2018	Accounts Payable	SMITH, TERRY D	34.44
Open	NBAZ - Warrant Clearing Account	Check	1067611	08/07/2018	Accounts Payable	SOURCEHOV	100.00
Open	NBAZ - Warrant Clearing Account	Check	1067612	08/07/2018	Accounts Payable	SPARKLETTS WATER	46.97
Open	NBAZ - Warrant Clearing Account	Check	1067613	08/07/2018	Accounts Payable	ST JOHNS CITY	620.09
Open	NBAZ - Warrant Clearing Account	Check	1067614	08/07/2018	Accounts Payable	ST JOHNS EMERGENCY SERVICES	989.79
Open	NBAZ - Warrant Clearing Account	Check	1067615	08/07/2018	Accounts Payable	ST JOHNS SUBWAY	73.64
Open	NBAZ - Warrant Clearing Account	Check	1067616	08/07/2018	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1067617	08/07/2018	Accounts Payable	SUN GLASS LLC	795.95
Open	NBAZ - Warrant Clearing Account	Check	1067618	08/07/2018	Accounts Payable	SUN RIDGE SYSTEMS, INC	770.00
Open	NBAZ - Warrant Clearing Account	Check	1067619	08/07/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	395.29
Open	NBAZ - Warrant Clearing Account	Check	1067620	08/07/2018	Accounts Payable	THOMSON REUTERS WEST	867.60
Open	NBAZ - Warrant Clearing Account	Check	1067621	08/07/2018	Accounts Payable	TJP COMMUNICATIONS	2,136.47
Open	NBAZ - Warrant Clearing Account	Check	1067622	08/07/2018	Accounts Payable	TOWN OF EAGAR	664.17
Open	NBAZ - Warrant Clearing Account	Check	1067623	08/07/2018	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	27.28
Open	NBAZ - Warrant Clearing Account	Check	1067624	08/07/2018	Accounts Payable	TRINITY SERVICES GROUP INC	20,462.23
Open	NBAZ - Warrant Clearing Account	Check	1067625	08/07/2018	Accounts Payable	TRUCK WORKS HOLDINGS LLC	433.40
Open	NBAZ - Warrant Clearing Account	Check	1067626	08/07/2018	Accounts Payable	UDALL, W JEFFORY	20.72
Open	NBAZ - Warrant Clearing Account	Check	1067627	08/07/2018	Accounts Payable	US POSTMASTER	98.00
Open	NBAZ - Warrant Clearing Account	Check	1067628	08/07/2018	Accounts Payable	US POSTMASTER	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1067629	08/07/2018	Accounts Payable	VALLEY AUTO PARTS	319.97
Open	NBAZ - Warrant Clearing Account	Check	1067630	08/07/2018	Accounts Payable	VERIZON WIRELESS	3,730.20
Open	NBAZ - Warrant Clearing Account	Check	1067631	08/07/2018	Accounts Payable	WAL-MART COMMUNITY	320.23
Open	NBAZ - Warrant Clearing Account	Check	1067632	08/07/2018	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	43.61
Open	NBAZ - Warrant Clearing Account	Check	1067633	08/07/2018	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	76.24
Open	NBAZ - Warrant Clearing Account	Check	1067634	08/07/2018	Accounts Payable	WHITING, MANDY LYNN	17.44

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067635	08/07/2018	Accounts Payable	WOODLAND BUILDING CENTER	760.47
Open	NBAZ - Warrant Clearing Account	Check	1067636	08/07/2018	Accounts Payable	WRIGHT EXPRESS FSC	3,117.57
Open	NBAZ - Warrant Clearing Account	Check	1067637	08/07/2018	Accounts Payable	YOUNGS FUTURE TIRE	616.11
Open	NBAZ - Warrant Clearing Account	Check	1067674	08/07/2018	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	959.17
Open	NBAZ - Warrant Clearing Account	Check	1067675	08/07/2018	Accounts Payable	APACHE COUNTY FSA	644.63
Open	NBAZ - Warrant Clearing Account	Check	1067676	08/07/2018	Accounts Payable	APACHE COUNTY HSA	3,383.33
Open	NBAZ - Warrant Clearing Account	Check	1067677	08/07/2018	Accounts Payable	APACHE COUNTY MEDICAL	169,535.82
Open	NBAZ - Warrant Clearing Account	Check	1067678	08/07/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	139,378.73
Open	NBAZ - Warrant Clearing Account	Check	1067679	08/07/2018	Accounts Payable	ASRS LEGACY EORP	5,741.39
Open	NBAZ - Warrant Clearing Account	Check	1067680	08/07/2018	Accounts Payable	AZ DEPT OF REVENUE	58.04
Open	NBAZ - Warrant Clearing Account	Check	1067681	08/07/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	104,169.49
Open	NBAZ - Warrant Clearing Account	Check	1067682	08/07/2018	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1067683	08/07/2018	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,230.54
Open	NBAZ - Warrant Clearing Account	Check	1067684	08/07/2018	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,470.82
Open	NBAZ - Warrant Clearing Account	Check	1067685	08/07/2018	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,418.94
Open	NBAZ - Warrant Clearing Account	Check	1067686	08/07/2018	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1067687	08/07/2018	Accounts Payable	EORP LEGACY	2,723.78
Open	NBAZ - Warrant Clearing Account	Check	1067688	08/07/2018	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1067689	08/07/2018	Accounts Payable	HJ VENTURES LLC	203.88
Open	NBAZ - Warrant Clearing Account	Check	1067690	08/07/2018	Accounts Payable	NATIONWIDE	1,229.56
Open	NBAZ - Warrant Clearing Account	Check	1067691	08/07/2018	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1067692	08/07/2018	Accounts Payable	NATIONWIDE TRUST FSB	786.53
Open	NBAZ - Warrant Clearing Account	Check	1067693	08/07/2018	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1067694	08/07/2018	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,184.62
Open	NBAZ - Warrant Clearing Account	Check	1067695	08/07/2018	Accounts Payable	PUBLIC SAFETY SHERIFF RET	42,973.15
Open	NBAZ - Warrant Clearing Account	Check	1067696	08/07/2018	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1067697	08/07/2018	Accounts Payable	SECURITY BENEFIT GROUP	1,435.00
Open	NBAZ - Warrant Clearing Account	Check	1067698	08/07/2018	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,746.71
Open	NBAZ - Warrant Clearing Account	Check	1067699	08/08/2018	Accounts Payable	BOWMAN, GLORIA	99.64
Open	NBAZ - Warrant Clearing Account	Check	1067700	08/08/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	861.36
Open	NBAZ - Warrant Clearing Account	Check	1067701	08/08/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	3,612.54
Open	NBAZ - Warrant Clearing Account	Check	1067702	08/08/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	411.01
Open	NBAZ - Warrant Clearing Account	Check	1067703	08/08/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	159.72
Open	NBAZ - Warrant Clearing Account	Check	1067704	08/08/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0341	658.53
Open	NBAZ - Warrant Clearing Account	Check	1067705	08/08/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0822	3,673.12
Open	NBAZ - Warrant Clearing Account	Check	1067706	08/08/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0830	247.38
Open	NBAZ - Warrant Clearing Account	Check	1067707	08/08/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	1,481.33
Open	NBAZ - Warrant Clearing Account	Check	1067708	08/09/2018	Accounts Payable	CURTIS, JOSHUA T	234.00
Open	NBAZ - Warrant Clearing Account	Check	1067709	08/15/2018	Accounts Payable	AMIGO CHEVROLET	432.79
Open	NBAZ - Warrant Clearing Account	Check	1067710	08/15/2018	Accounts Payable	AZ ASSOCIATION OF COUNTY ENGINEERS	150.00
Open	NBAZ - Warrant Clearing Account	Check	1067711	08/15/2018	Accounts Payable	AZ SUPREME COURT	9.00
Open	NBAZ - Warrant Clearing Account	Check	1067712	08/15/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	6.00
Open	NBAZ - Warrant Clearing Account	Check	1067713	08/15/2018	Accounts Payable	HIGH COUNTRY SIGNS LLC	410.00
Open	NBAZ - Warrant Clearing Account	Check	1067714	08/15/2018	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	276.24
Open	NBAZ - Warrant Clearing Account	Check	1067715	08/15/2018	Accounts Payable	NORTHLAND PIONEER COLLEGE	39,844.00
Open	NBAZ - Warrant Clearing Account	Check	1067716	08/15/2018	Accounts Payable	ROBERTS TIRE SALES INC	1.00
Open	NBAZ - Warrant Clearing Account	Check	1067717	08/15/2018	Accounts Payable	VALLEY AUTO PARTS	497.17

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067718	08/15/2018	Accounts Payable	24 HOUR GAS-N-GO	104.45
Open	NBAZ - Warrant Clearing Account	Check	1067719	08/15/2018	Accounts Payable	A 1 ENERGY	470.00
Open	NBAZ - Warrant Clearing Account	Check	1067720	08/15/2018	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1067721	08/15/2018	Accounts Payable	AGUERO, ROBIN R	8.22
Open	NBAZ - Warrant Clearing Account	Check	1067722	08/15/2018	Accounts Payable	ALAN DANA LEWIS PLLC	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1067723	08/15/2018	Accounts Payable	ALLEGRA	437.82
Open	NBAZ - Warrant Clearing Account	Check	1067724	08/15/2018	Accounts Payable	ALPINE WATER AND SANITARY	175.46
Open	NBAZ - Warrant Clearing Account	Check	1067725	08/15/2018	Accounts Payable	ALSCO INC	445.28
Open	NBAZ - Warrant Clearing Account	Check	1067726	08/15/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	940.43
Open	NBAZ - Warrant Clearing Account	Check	1067727	08/15/2018	Accounts Payable	ANDA INC	51.87
Open	NBAZ - Warrant Clearing Account	Check	1067728	08/15/2018	Accounts Payable	APACHE COUNTY	42.84
Open	NBAZ - Warrant Clearing Account	Check	1067729	08/15/2018	Accounts Payable	APPLEGATE, TAMARA WILHELM	41.97
Open	NBAZ - Warrant Clearing Account	Check	1067730	08/15/2018	Accounts Payable	ASHTONS REPAIR INC	1,695.21
Open	NBAZ - Warrant Clearing Account	Check	1067731	08/15/2018	Accounts Payable	AT&T	37.12
Open	NBAZ - Warrant Clearing Account	Check	1067732	08/15/2018	Accounts Payable	AT&T MOBILITY	116.91
Open	NBAZ - Warrant Clearing Account	Check	1067733	08/15/2018	Accounts Payable	AUTO SAFETY HOUSE LLC	24.78
Open	NBAZ - Warrant Clearing Account	Check	1067734	08/15/2018	Accounts Payable	AZ COUNTIES INSURANCE POOL	4,093.50
Open	NBAZ - Warrant Clearing Account	Check	1067735	08/15/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	160.00
Open	NBAZ - Warrant Clearing Account	Check	1067736	08/15/2018	Accounts Payable	AZ REPUBLIC	495.80
Open	NBAZ - Warrant Clearing Account	Check	1067737	08/15/2018	Accounts Payable	AZ SECRETARY OF STATE	487.54
Open	NBAZ - Warrant Clearing Account	Check	1067738	08/15/2018	Accounts Payable	AZ SUPREME COURT	2,880.00
Open	NBAZ - Warrant Clearing Account	Check	1067739	08/15/2018	Accounts Payable	AZ SUPREME COURT	2,280.00
Open	NBAZ - Warrant Clearing Account	Check	1067740	08/15/2018	Accounts Payable	AZ TERRORISM LIAISON OFFICER ASSOCIATION INC	250.00
Open	NBAZ - Warrant Clearing Account	Check	1067741	08/15/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	510.48
Open	NBAZ - Warrant Clearing Account	Check	1067742	08/15/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	513.93
Open	NBAZ - Warrant Clearing Account	Check	1067743	08/15/2018	Accounts Payable	BEGAY, SARAH MAE	405.00
Open	NBAZ - Warrant Clearing Account	Check	1067744	08/15/2018	Accounts Payable	BENALLY, JULIA	507.70
Open	NBAZ - Warrant Clearing Account	Check	1067745	08/15/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	216.97
Open	NBAZ - Warrant Clearing Account	Check	1067746	08/15/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	359.11
Open	NBAZ - Warrant Clearing Account	Check	1067747	08/15/2018	Accounts Payable	BLAIR, RICHARD A	246.64
Open	NBAZ - Warrant Clearing Account	Check	1067748	08/15/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,317.56
Open	NBAZ - Warrant Clearing Account	Check	1067749	08/15/2018	Accounts Payable	BODDEKER, MARY EMILY	299.62
Open	NBAZ - Warrant Clearing Account	Check	1067750	08/15/2018	Accounts Payable	BOOKLIST	167.50
Open	NBAZ - Warrant Clearing Account	Check	1067751	08/15/2018	Accounts Payable	BRADCO	39,156.90
Open	NBAZ - Warrant Clearing Account	Check	1067752	08/15/2018	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1067753	08/15/2018	Accounts Payable	BRYAN, MEGAN L	168.64
Open	NBAZ - Warrant Clearing Account	Check	1067754	08/15/2018	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1067755	08/15/2018	Accounts Payable	CASTILLO, ANNABELLE	145.64
Open	NBAZ - Warrant Clearing Account	Check	1067756	08/15/2018	Accounts Payable	CDW GOVERNMENT LLC	1,290.94
Open	NBAZ - Warrant Clearing Account	Check	1067757	08/15/2018	Accounts Payable	CELLULAR ONE NE AZ	639.83
Open	NBAZ - Warrant Clearing Account	Check	1067758	08/15/2018	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	36.50
Open	NBAZ - Warrant Clearing Account	Check	1067759	08/15/2018	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1067760	08/15/2018	Accounts Payable	CENTRAL AGENCY FAIR INC	200.00
Open	NBAZ - Warrant Clearing Account	Check	1067761	08/15/2018	Accounts Payable	CNS BUSINESS FORMS INC	1,499.51
Open	NBAZ - Warrant Clearing Account	Check	1067762	08/15/2018	Accounts Payable	CONDIE, GENE	195.00
Open	NBAZ - Warrant Clearing Account	Check	1067763	08/15/2018	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	242.55
Open	NBAZ - Warrant Clearing Account	Check	1067764	08/15/2018	Accounts Payable	CONTROL SOLUTIONS	88.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067765	08/15/2018	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	230.00
Open	NBAZ - Warrant Clearing Account	Check	1067766	08/15/2018	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	551.61
Open	NBAZ - Warrant Clearing Account	Check	1067767	08/15/2018	Accounts Payable	DELL COMPUTER CORPORATION	2.17
Open	NBAZ - Warrant Clearing Account	Check	1067768	08/15/2018	Accounts Payable	DESERT MOUNTAIN CORPORATION	614.46
Open	NBAZ - Warrant Clearing Account	Check	1067769	08/15/2018	Accounts Payable	DIAMOND C FEEDS	40.30
Open	NBAZ - Warrant Clearing Account	Check	1067770	08/15/2018	Accounts Payable	DIAMOND DRUGS INC	5,000.14
Open	NBAZ - Warrant Clearing Account	Check	1067771	08/15/2018	Accounts Payable	DIAMOND MEDICAL SUPPLY	141.51
Open	NBAZ - Warrant Clearing Account	Check	1067772	08/15/2018	Accounts Payable	DIRECTV LLC	132.97
Open	NBAZ - Warrant Clearing Account	Check	1067773	08/15/2018	Accounts Payable	DISH NETWORK	135.47
Open	NBAZ - Warrant Clearing Account	Check	1067774	08/15/2018	Accounts Payable	DISH NETWORK	68.48
Open	NBAZ - Warrant Clearing Account	Check	1067775	08/15/2018	Accounts Payable	DISH NETWORK	187.25
Open	NBAZ - Warrant Clearing Account	Check	1067776	08/15/2018	Accounts Payable	ELWOOD, JULIUS	70.09
Open	NBAZ - Warrant Clearing Account	Check	1067777	08/15/2018	Accounts Payable	EMBASSY SUITES	104.69
Open	NBAZ - Warrant Clearing Account	Check	1067778	08/15/2018	Accounts Payable	EMERY K LA BARGE ATTORNEY AT LAW	341.00
Open	NBAZ - Warrant Clearing Account	Check	1067779	08/15/2018	Accounts Payable	EMPIRE MACHINERY	2,659.82
Open	NBAZ - Warrant Clearing Account	Check	1067780	08/15/2018	Accounts Payable	ENCYCLOPAEDIA BRITANNICA INC	428.65
Open	NBAZ - Warrant Clearing Account	Check	1067781	08/15/2018	Accounts Payable	FERGUSON DOOR & OPERATOR INC	150.00
Open	NBAZ - Warrant Clearing Account	Check	1067782	08/15/2018	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	478.76
Open	NBAZ - Warrant Clearing Account	Check	1067783	08/15/2018	Accounts Payable	FRONTIER	175.09
Open	NBAZ - Warrant Clearing Account	Check	1067784	08/15/2018	Accounts Payable	FRONTIER	170.01
Open	NBAZ - Warrant Clearing Account	Check	1067785	08/15/2018	Accounts Payable	FRONTIER	124.62
Open	NBAZ - Warrant Clearing Account	Check	1067786	08/15/2018	Accounts Payable	FRONTIER	111.27
Open	NBAZ - Warrant Clearing Account	Check	1067787	08/15/2018	Accounts Payable	FRONTIER	178.59
Open	NBAZ - Warrant Clearing Account	Check	1067788	08/15/2018	Accounts Payable	FRONTIER	171.07
Open	NBAZ - Warrant Clearing Account	Check	1067789	08/15/2018	Accounts Payable	FRONTIER	182.94
Open	NBAZ - Warrant Clearing Account	Check	1067790	08/15/2018	Accounts Payable	FRONTIER	211.19
Open	NBAZ - Warrant Clearing Account	Check	1067791	08/15/2018	Accounts Payable	FRONTIER	168.93
Open	NBAZ - Warrant Clearing Account	Check	1067792	08/15/2018	Accounts Payable	FRONTIER	169.23
Open	NBAZ - Warrant Clearing Account	Check	1067793	08/15/2018	Accounts Payable	FRONTIER	179.75
Open	NBAZ - Warrant Clearing Account	Check	1067794	08/15/2018	Accounts Payable	FRONTIER	421.22
Open	NBAZ - Warrant Clearing Account	Check	1067795	08/15/2018	Accounts Payable	FRONTIER	101.42
Open	NBAZ - Warrant Clearing Account	Check	1067796	08/15/2018	Accounts Payable	FRONTIER	95.74
Open	NBAZ - Warrant Clearing Account	Check	1067797	08/15/2018	Accounts Payable	FRONTIER	277.50
Open	NBAZ - Warrant Clearing Account	Check	1067798	08/15/2018	Accounts Payable	FRONTIER	102.47
Open	NBAZ - Warrant Clearing Account	Check	1067799	08/15/2018	Accounts Payable	FRONTIER	70.40
Open	NBAZ - Warrant Clearing Account	Check	1067800	08/15/2018	Accounts Payable	FRONTIER	73.90
Open	NBAZ - Warrant Clearing Account	Check	1067801	08/15/2018	Accounts Payable	FRONTIER	1,283.28
Open	NBAZ - Warrant Clearing Account	Check	1067802	08/15/2018	Accounts Payable	FRONTIER	96.82
Open	NBAZ - Warrant Clearing Account	Check	1067803	08/15/2018	Accounts Payable	FRONTIER	4,525.73
Open	NBAZ - Warrant Clearing Account	Check	1067804	08/15/2018	Accounts Payable	GALL'S INC	1,242.11
Open	NBAZ - Warrant Clearing Account	Check	1067805	08/15/2018	Accounts Payable	GALLUP WATER WORKS	77.75
Open	NBAZ - Warrant Clearing Account	Check	1067806	08/15/2018	Accounts Payable	GICON PUMPS & EQUIP INC	499.39
Open	NBAZ - Warrant Clearing Account	Check	1067807	08/15/2018	Accounts Payable	GOLIGHTLY TIRE	350.00
Open	NBAZ - Warrant Clearing Account	Check	1067808	08/15/2018	Accounts Payable	GREER, YVETTE L	266.19
Open	NBAZ - Warrant Clearing Account	Check	1067809	08/15/2018	Accounts Payable	GREER COMMUNITY FACILITIES	833.56
Open	NBAZ - Warrant Clearing Account	Check	1067810	08/15/2018	Accounts Payable	GURLEY MOTOR CO	21.44
Open	NBAZ - Warrant Clearing Account	Check	1067811	08/15/2018	Accounts Payable	GUST ROSENFELD PLC	6,413.95

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067812	08/15/2018	Accounts Payable	HAMBLIN & ASSOCIATES LLC	750.00
Open	NBAZ - Warrant Clearing Account	Check	1067813	08/15/2018	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1067814	08/15/2018	Accounts Payable	HAUSER, JIM	830.00
Open	NBAZ - Warrant Clearing Account	Check	1067815	08/15/2018	Accounts Payable	HILL AZ GROCERY STORE	359.67
Open	NBAZ - Warrant Clearing Account	Check	1067816	08/15/2018	Accounts Payable	HILL AZ GROCERY STORE	140.55
Open	NBAZ - Warrant Clearing Account	Check	1067817	08/15/2018	Accounts Payable	HILLYARD/FLAGSTAFF	1,776.45
Open	NBAZ - Warrant Clearing Account	Check	1067818	08/15/2018	Accounts Payable	HOME DEPOT	143.57
Open	NBAZ - Warrant Clearing Account	Check	1067819	08/15/2018	Accounts Payable	HONEA, GENEVA	198.00
Open	NBAZ - Warrant Clearing Account	Check	1067820	08/15/2018	Accounts Payable	HUCK APPRAISAL OFFICE	5,600.00
Open	NBAZ - Warrant Clearing Account	Check	1067821	08/15/2018	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	1,327.71
Open	NBAZ - Warrant Clearing Account	Check	1067822	08/15/2018	Accounts Payable	INGRAM LIBRARY SERVICES	2,229.14
Open	NBAZ - Warrant Clearing Account	Check	1067823	08/15/2018	Accounts Payable	JOHN A BANKER ATTORNEY	126.50
Open	NBAZ - Warrant Clearing Account	Check	1067824	08/15/2018	Accounts Payable	JONES, MICHELLE	62.14
Open	NBAZ - Warrant Clearing Account	Check	1067825	08/15/2018	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	307.04
Open	NBAZ - Warrant Clearing Account	Check	1067826	08/15/2018	Accounts Payable	KAYENTA MONUMENT VALLEY INN	143.64
Open	NBAZ - Warrant Clearing Account	Check	1067827	08/15/2018	Accounts Payable	KONICA MINOLTA	130.11
Open	NBAZ - Warrant Clearing Account	Check	1067828	08/15/2018	Accounts Payable	KTNN RADIO STATION	159.00
Open	NBAZ - Warrant Clearing Account	Check	1067829	08/15/2018	Accounts Payable	L R INVESTIGATIONS LLC	200.00
Open	NBAZ - Warrant Clearing Account	Check	1067830	08/15/2018	Accounts Payable	LAMM, DAVID	960.78
Open	NBAZ - Warrant Clearing Account	Check	1067831	08/15/2018	Accounts Payable	LANGUAGE LINE SERVICES INC	106.21
Open	NBAZ - Warrant Clearing Account	Check	1067832	08/15/2018	Accounts Payable	LATHAM, MICHAEL	863.87
Open	NBAZ - Warrant Clearing Account	Check	1067833	08/15/2018	Accounts Payable	LAW OFFICE OF DIRK LEGATE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1067834	08/15/2018	Accounts Payable	LAWSON PRODUCTS INC	1,369.03
Open	NBAZ - Warrant Clearing Account	Check	1067835	08/15/2018	Accounts Payable	LINDSEY, KAYLIN TERESA	52.00
Open	NBAZ - Warrant Clearing Account	Check	1067836	08/15/2018	Accounts Payable	LOOMIS	671.80
Open	NBAZ - Warrant Clearing Account	Check	1067837	08/15/2018	Accounts Payable	MACGREGOR, ANNE T	62.80
Open	NBAZ - Warrant Clearing Account	Check	1067838	08/15/2018	Accounts Payable	MACKENZIE, ROBERT ANDREW	17.45
Open	NBAZ - Warrant Clearing Account	Check	1067839	08/15/2018	Accounts Payable	MERRILL, DAYSON	124.00
Open	NBAZ - Warrant Clearing Account	Check	1067840	08/15/2018	Accounts Payable	MIRANDA, LAURIE LYNN	1,049.66
Open	NBAZ - Warrant Clearing Account	Check	1067841	08/15/2018	Accounts Payable	MISSION UNIFORM & LINEN	287.64
Open	NBAZ - Warrant Clearing Account	Check	1067842	08/15/2018	Accounts Payable	MOORE LAW FIRM PLLC	715.00
Open	NBAZ - Warrant Clearing Account	Check	1067843	08/15/2018	Accounts Payable	MORGAN, DIANA M	49.60
Open	NBAZ - Warrant Clearing Account	Check	1067844	08/15/2018	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	315.00
Open	NBAZ - Warrant Clearing Account	Check	1067845	08/15/2018	Accounts Payable	NATIONAL BUSINESS FURNITURE	285.84
Open	NBAZ - Warrant Clearing Account	Check	1067846	08/15/2018	Accounts Payable	NATIONAL DISTRICT ATTORNEYS ASSOC	1,920.00
Open	NBAZ - Warrant Clearing Account	Check	1067847	08/15/2018	Accounts Payable	NAVAJO SANITATION INC	223.82
Open	NBAZ - Warrant Clearing Account	Check	1067848	08/15/2018	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	250.16
Open	NBAZ - Warrant Clearing Account	Check	1067849	08/15/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	229.31
Open	NBAZ - Warrant Clearing Account	Check	1067850	08/15/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,533.09
Open	NBAZ - Warrant Clearing Account	Check	1067851	08/15/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,237.27
Open	NBAZ - Warrant Clearing Account	Check	1067852	08/15/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	4,993.15
Open	NBAZ - Warrant Clearing Account	Check	1067853	08/15/2018	Accounts Payable	NEWMAN SIGNS INC	2,866.65
Open	NBAZ - Warrant Clearing Account	Check	1067854	08/15/2018	Accounts Payable	NICOLL, HALEY RHAEE	124.00
Open	NBAZ - Warrant Clearing Account	Check	1067855	08/15/2018	Accounts Payable	NOEL'S INC	407.80
Open	NBAZ - Warrant Clearing Account	Check	1067856	08/15/2018	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	122.00
Open	NBAZ - Warrant Clearing Account	Check	1067857	08/15/2018	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	56.00
Open	NBAZ - Warrant Clearing Account	Check	1067858	08/15/2018	Accounts Payable	OCLC INC	237.83

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067859	08/15/2018	Accounts Payable	OVERDRIVE INC	310.63
Open	NBAZ - Warrant Clearing Account	Check	1067860	08/15/2018	Accounts Payable	PACIFIC PONDEROSA CO INC	3,856.20
Open	NBAZ - Warrant Clearing Account	Check	1067861	08/15/2018	Accounts Payable	PATTERSON, DANA BRYCE	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1067862	08/15/2018	Accounts Payable	PATTERSON, RYAN N	338.70
Open	NBAZ - Warrant Clearing Account	Check	1067863	08/15/2018	Accounts Payable	PERFECT PRINTZ LLC	388.13
Open	NBAZ - Warrant Clearing Account	Check	1067864	08/15/2018	Accounts Payable	PFIZER INC	1,166.40
Open	NBAZ - Warrant Clearing Account	Check	1067865	08/15/2018	Accounts Payable	PINAL COUNTY ARIZONA	9,800.00
Open	NBAZ - Warrant Clearing Account	Check	1067866	08/15/2018	Accounts Payable	PINAL-GILA COUNCIL FOR SENIOR CITIZENS	338.00
Open	NBAZ - Warrant Clearing Account	Check	1067867	08/15/2018	Accounts Payable	PITNEY BOWES	77.31
Open	NBAZ - Warrant Clearing Account	Check	1067868	08/15/2018	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1067869	08/15/2018	Accounts Payable	PLATT DDS, RANDOLPH	206.00
Open	NBAZ - Warrant Clearing Account	Check	1067870	08/15/2018	Accounts Payable	PRAXAIR DISTRIBUTION INC	54.88
Open	NBAZ - Warrant Clearing Account	Check	1067871	08/15/2018	Accounts Payable	PRO PETROLEUM	19,560.28
Open	NBAZ - Warrant Clearing Account	Check	1067872	08/15/2018	Accounts Payable	QUALITY INN & SUITES - GALLUP NM	316.14
Open	NBAZ - Warrant Clearing Account	Check	1067873	08/15/2018	Accounts Payable	QUILL CORP	3,325.72
Open	NBAZ - Warrant Clearing Account	Check	1067874	08/15/2018	Accounts Payable	REDW LLC	10,822.50
Open	NBAZ - Warrant Clearing Account	Check	1067875	08/15/2018	Accounts Payable	REST UR RUMP	337.30
Open	NBAZ - Warrant Clearing Account	Check	1067876	08/15/2018	Accounts Payable	RICO MOTOR COMPANY INC	111.71
Open	NBAZ - Warrant Clearing Account	Check	1067877	08/15/2018	Accounts Payable	RICOH USA INC	128.16
Open	NBAZ - Warrant Clearing Account	Check	1067878	08/15/2018	Accounts Payable	RIGGS ELLSWORTH & PORTER PLC	22.50
Open	NBAZ - Warrant Clearing Account	Check	1067879	08/15/2018	Accounts Payable	ROMERO, ANGELA C	221.82
Open	NBAZ - Warrant Clearing Account	Check	1067880	08/15/2018	Accounts Payable	RUSH TRUCK CENTER	847.51
Open	NBAZ - Warrant Clearing Account	Check	1067881	08/15/2018	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1067882	08/15/2018	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1067883	08/15/2018	Accounts Payable	SCHIFF, LAURENCE	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1067884	08/15/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	2,313.90
Open	NBAZ - Warrant Clearing Account	Check	1067885	08/15/2018	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	101.86
Open	NBAZ - Warrant Clearing Account	Check	1067886	08/15/2018	Accounts Payable	SEXTON, CHRIS	382.31
Open	NBAZ - Warrant Clearing Account	Check	1067887	08/15/2018	Accounts Payable	SHUMWAY, TRACY	242.04
Open	NBAZ - Warrant Clearing Account	Check	1067888	08/15/2018	Accounts Payable	SIERRA PROPANE	99.32
Open	NBAZ - Warrant Clearing Account	Check	1067889	08/15/2018	Accounts Payable	SIMPLEXGRINNELL LP	2,462.97
Open	NBAZ - Warrant Clearing Account	Check	1067890	08/15/2018	Accounts Payable	SMITH, ANASTASIA VICTORIA	732.05
Open	NBAZ - Warrant Clearing Account	Check	1067891	08/15/2018	Accounts Payable	SODERQUIST, JEFF	156.00
Open	NBAZ - Warrant Clearing Account	Check	1067892	08/15/2018	Accounts Payable	SONORA QUEST LABORATORIES	224.40
Open	NBAZ - Warrant Clearing Account	Check	1067893	08/15/2018	Accounts Payable	SOURCEHOV	200.00
Open	NBAZ - Warrant Clearing Account	Check	1067894	08/15/2018	Accounts Payable	SPARKLETTS WATER	162.26
Open	NBAZ - Warrant Clearing Account	Check	1067895	08/15/2018	Accounts Payable	SPEEDY SALES AND SERVICE	810.00
Open	NBAZ - Warrant Clearing Account	Check	1067896	08/15/2018	Accounts Payable	SPRINGHILL SUITES	104.69
Open	NBAZ - Warrant Clearing Account	Check	1067897	08/15/2018	Accounts Payable	ST JOHNS CITY	2,584.28
Open	NBAZ - Warrant Clearing Account	Check	1067898	08/15/2018	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,490.20
Open	NBAZ - Warrant Clearing Account	Check	1067899	08/15/2018	Accounts Payable	ST JOHNS UNITED DRUG	28.31
Open	NBAZ - Warrant Clearing Account	Check	1067900	08/15/2018	Accounts Payable	STAUFFER, MONICA	207.48
Open	NBAZ - Warrant Clearing Account	Check	1067901	08/15/2018	Accounts Payable	SW ECOLOGY LLC	740.00
Open	NBAZ - Warrant Clearing Account	Check	1067902	08/15/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	570.91
Open	NBAZ - Warrant Clearing Account	Check	1067903	08/15/2018	Accounts Payable	TATES AUTO CENTER	316.37
Open	NBAZ - Warrant Clearing Account	Check	1067904	08/15/2018	Accounts Payable	TATES AUTO CENTER OF GALLUP	1,375.90
Open	NBAZ - Warrant Clearing Account	Check	1067905	08/15/2018	Accounts Payable	THE AARONS COMPANY LLC	3,000.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067906	08/15/2018	Accounts Payable	THOMSON REUTERS WEST	284.80
Open	NBAZ - Warrant Clearing Account	Check	1067907	08/15/2018	Accounts Payable	TIFCO INDUSTRIES	392.07
Open	NBAZ - Warrant Clearing Account	Check	1067908	08/15/2018	Accounts Payable	TJP COMMUNICATIONS	1,624.55
Open	NBAZ - Warrant Clearing Account	Check	1067909	08/15/2018	Accounts Payable	TOWN OF EAGAR	305.48
Open	NBAZ - Warrant Clearing Account	Check	1067910	08/15/2018	Accounts Payable	TOWN OF SPRINGERVILLE	350.28
Open	NBAZ - Warrant Clearing Account	Check	1067911	08/15/2018	Accounts Payable	TRANSTAR INDUSTRIES INC	827.78
Open	NBAZ - Warrant Clearing Account	Check	1067912	08/15/2018	Accounts Payable	TWIN CITY HARDWARE - TCH SOUTHWEST	62,378.12
Open	NBAZ - Warrant Clearing Account	Check	1067913	08/15/2018	Accounts Payable	TYLER TECHNOLOGIES INC	375.00
Open	NBAZ - Warrant Clearing Account	Check	1067914	08/15/2018	Accounts Payable	UDALL, SHERWOOD BOWEN	198.00
Open	NBAZ - Warrant Clearing Account	Check	1067915	08/15/2018	Accounts Payable	UNIFIRST CORPORATION	99.24
Open	NBAZ - Warrant Clearing Account	Check	1067916	08/15/2018	Accounts Payable	US POSTMASTER	116.00
Open	NBAZ - Warrant Clearing Account	Check	1067917	08/15/2018	Accounts Payable	VALLEY AUTO PARTS	2,450.00
Open	NBAZ - Warrant Clearing Account	Check	1067918	08/15/2018	Accounts Payable	VERIZON WIRELESS	1,096.91
Open	NBAZ - Warrant Clearing Account	Check	1067919	08/15/2018	Accounts Payable	WAGNER EQUIPMENT CO	592.48
Open	NBAZ - Warrant Clearing Account	Check	1067920	08/15/2018	Accounts Payable	WESTERN DRUG COMPANY	15.00
Open	NBAZ - Warrant Clearing Account	Check	1067921	08/15/2018	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	15.08
Open	NBAZ - Warrant Clearing Account	Check	1067922	08/15/2018	Accounts Payable	WHITE RAVEN OF ARIZONA LLC	5,137.63
Open	NBAZ - Warrant Clearing Account	Check	1067923	08/15/2018	Accounts Payable	WHITING, GARRET LEE	283.30
Open	NBAZ - Warrant Clearing Account	Check	1067924	08/15/2018	Accounts Payable	WHITING, MICHAEL B	120.79
Open	NBAZ - Warrant Clearing Account	Check	1067925	08/15/2018	Accounts Payable	WILSON INVESTIGATIVE SERVICES	133.33
Open	NBAZ - Warrant Clearing Account	Check	1067926	08/15/2018	Accounts Payable	WOODLAND BUILDING CENTER	501.34
Open	NBAZ - Warrant Clearing Account	Check	1067927	08/15/2018	Accounts Payable	XEROX CORP	126.44
Open	NBAZ - Warrant Clearing Account	Check	1067928	08/15/2018	Accounts Payable	YOUNGS FUTURE TIRE	225.62
Open	NBAZ - Warrant Clearing Account	Check	1067929	08/16/2018	Accounts Payable	SANDOVAL, PATRICK J	510.12
Open	NBAZ - Warrant Clearing Account	Check	1067930	08/16/2018	Accounts Payable	RDO EQUIPMENT CO	15,505.91
Open	NBAZ - Warrant Clearing Account	Check	1067931	08/20/2018	Accounts Payable	AZ DEPT OF REVENUE	1,012.59
Open	NBAZ - Warrant Clearing Account	Check	1067968	08/21/2018	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	959.17
Open	NBAZ - Warrant Clearing Account	Check	1067969	08/21/2018	Accounts Payable	APACHE COUNTY FSA	644.63
Open	NBAZ - Warrant Clearing Account	Check	1067970	08/21/2018	Accounts Payable	APACHE COUNTY HSA	3,383.33
Open	NBAZ - Warrant Clearing Account	Check	1067971	08/21/2018	Accounts Payable	APACHE COUNTY MEDICAL	169,941.82
Open	NBAZ - Warrant Clearing Account	Check	1067972	08/21/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	141,590.22
Open	NBAZ - Warrant Clearing Account	Check	1067973	08/21/2018	Accounts Payable	ASRS LEGACY EORP	5,741.39
Open	NBAZ - Warrant Clearing Account	Check	1067974	08/21/2018	Accounts Payable	AZ DEPT OF REVENUE	58.04
Open	NBAZ - Warrant Clearing Account	Check	1067975	08/21/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	105,139.95
Open	NBAZ - Warrant Clearing Account	Check	1067976	08/21/2018	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1067977	08/21/2018	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,581.14
Open	NBAZ - Warrant Clearing Account	Check	1067978	08/21/2018	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,470.83
Open	NBAZ - Warrant Clearing Account	Check	1067979	08/21/2018	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,226.89
Open	NBAZ - Warrant Clearing Account	Check	1067980	08/21/2018	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1067981	08/21/2018	Accounts Payable	EORP LEGACY	2,723.78
Open	NBAZ - Warrant Clearing Account	Check	1067982	08/21/2018	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1067983	08/21/2018	Accounts Payable	HJ VENTURES LLC	119.00
Open	NBAZ - Warrant Clearing Account	Check	1067984	08/21/2018	Accounts Payable	NATIONWIDE	1,310.31
Open	NBAZ - Warrant Clearing Account	Check	1067985	08/21/2018	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1067986	08/21/2018	Accounts Payable	NATIONWIDE TRUST FSB	786.53
Open	NBAZ - Warrant Clearing Account	Check	1067987	08/21/2018	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1067988	08/21/2018	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,184.62

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1067989	08/21/2018	Accounts Payable	PUBLIC SAFETY SHERIFF RET	42,592.55
Open	NBAZ - Warrant Clearing Account	Check	1067990	08/21/2018	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1067991	08/21/2018	Accounts Payable	SECURITY BENEFIT GROUP	1,435.00
Open	NBAZ - Warrant Clearing Account	Check	1067992	08/21/2018	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,746.71
Open	NBAZ - Warrant Clearing Account	Check	1067993	08/21/2018	Accounts Payable	AGUERO, ROBIN R	435.00
Open	NBAZ - Warrant Clearing Account	Check	1067994	08/21/2018	Accounts Payable	ALLEGRA	89.78
Open	NBAZ - Warrant Clearing Account	Check	1067995	08/21/2018	Accounts Payable	ALSCO INC	143.24
Open	NBAZ - Warrant Clearing Account	Check	1067996	08/21/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	727.83
Open	NBAZ - Warrant Clearing Account	Check	1067997	08/21/2018	Accounts Payable	AMAZON COM INC	1,000.49
Open	NBAZ - Warrant Clearing Account	Check	1067998	08/21/2018	Accounts Payable	AMERICAN BIO MEDICA CORPORATION	989.21
Open	NBAZ - Warrant Clearing Account	Check	1067999	08/21/2018	Accounts Payable	AMIGO CHEVROLET	3,017.67
Open	NBAZ - Warrant Clearing Account	Check	1068000	08/21/2018	Accounts Payable	APPLE INC	2,388.20
Open	NBAZ - Warrant Clearing Account	Check	1068001	08/21/2018	Accounts Payable	ARIZONA COALITION FOR VICTIM SERVICES	400.00
Open	NBAZ - Warrant Clearing Account	Check	1068002	08/21/2018	Accounts Payable	ASHTONS REPAIR INC	2,227.37
Open	NBAZ - Warrant Clearing Account	Check	1068003	08/21/2018	Accounts Payable	AVAYA COMMUNICATIONS	1,603.62
Open	NBAZ - Warrant Clearing Account	Check	1068004	08/21/2018	Accounts Payable	AYRES, RICHARD A	265.00
Open	NBAZ - Warrant Clearing Account	Check	1068005	08/21/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	174.00
Open	NBAZ - Warrant Clearing Account	Check	1068006	08/21/2018	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,460.00
Open	NBAZ - Warrant Clearing Account	Check	1068007	08/21/2018	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	391.60
Open	NBAZ - Warrant Clearing Account	Check	1068008	08/21/2018	Accounts Payable	AZ REPUBLIC	445.41
Open	NBAZ - Warrant Clearing Account	Check	1068009	08/21/2018	Accounts Payable	AZ SECRETARY OF STATE	68.00
Open	NBAZ - Warrant Clearing Account	Check	1068010	08/21/2018	Accounts Payable	BAHE, EUGENE N II	240.00
Open	NBAZ - Warrant Clearing Account	Check	1068011	08/21/2018	Accounts Payable	BAHE, IRENE R	556.08
Open	NBAZ - Warrant Clearing Account	Check	1068012	08/21/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	332.12
Open	NBAZ - Warrant Clearing Account	Check	1068013	08/21/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	665.97
Open	NBAZ - Warrant Clearing Account	Check	1068014	08/21/2018	Accounts Payable	BAZURTO, MALENA GENEVIEVE	36.09
Open	NBAZ - Warrant Clearing Account	Check	1068015	08/21/2018	Accounts Payable	BEGAY, DERRICK ALAN	36.00
Open	NBAZ - Warrant Clearing Account	Check	1068016	08/21/2018	Accounts Payable	BEGAY, SARAH MAE	55.00
Voided	NBAZ - Warrant Clearing Account	Check	1068017	08/21/2018	Accounts Payable	BEST WESTERN - CANYON DECHELLY MOTEL INC	320.52
Open	NBAZ - Warrant Clearing Account	Check	1068018	08/21/2018	Accounts Payable	BI INC	350.17
Open	NBAZ - Warrant Clearing Account	Check	1068019	08/21/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	430.45
Open	NBAZ - Warrant Clearing Account	Check	1068020	08/21/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	255.93
Open	NBAZ - Warrant Clearing Account	Check	1068021	08/21/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	797.82
Open	NBAZ - Warrant Clearing Account	Check	1068022	08/21/2018	Accounts Payable	BOB BARKER COMPANY INC	840.09
Open	NBAZ - Warrant Clearing Account	Check	1068023	08/21/2018	Accounts Payable	BODIE, SHANE LEO	67.64
Open	NBAZ - Warrant Clearing Account	Check	1068024	08/21/2018	Accounts Payable	BOOT BARN	189.16
Open	NBAZ - Warrant Clearing Account	Check	1068025	08/21/2018	Accounts Payable	BRIDES AUTO CENTER	270.48
Open	NBAZ - Warrant Clearing Account	Check	1068026	08/21/2018	Accounts Payable	BRODART CO	203.56
Open	NBAZ - Warrant Clearing Account	Check	1068027	08/21/2018	Accounts Payable	BROWN, BRAXTON L	41.00
Open	NBAZ - Warrant Clearing Account	Check	1068028	08/21/2018	Accounts Payable	BUFFALO FENCE & BARN CO	1,775.72
Open	NBAZ - Warrant Clearing Account	Check	1068029	08/21/2018	Accounts Payable	BULWARK EXTERMINATING LLC	205.00
Open	NBAZ - Warrant Clearing Account	Check	1068030	08/21/2018	Accounts Payable	BUNGER STEEL INC	15,035.21
Open	NBAZ - Warrant Clearing Account	Check	1068031	08/21/2018	Accounts Payable	CALABAZA, STEPHANIE R	50.00
Open	NBAZ - Warrant Clearing Account	Check	1068032	08/21/2018	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	59,749.85
Open	NBAZ - Warrant Clearing Account	Check	1068033	08/21/2018	Accounts Payable	CELLULAR ONE NE AZ	1,156.86
Open	NBAZ - Warrant Clearing Account	Check	1068034	08/21/2018	Accounts Payable	CENGAGE LEARNING INC	76.27
Open	NBAZ - Warrant Clearing Account	Check	1068035	08/21/2018	Accounts Payable	CENTRAL AGENCY FAIR INC	200.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1068036	08/21/2018	Accounts Payable	CENTRAL ARIZONA SUPPLY	67.03
Open	NBAZ - Warrant Clearing Account	Check	1068037	08/21/2018	Accounts Payable	COCONINO COUNTY	4,680.00
Open	NBAZ - Warrant Clearing Account	Check	1068038	08/21/2018	Accounts Payable	CONNELLY CARE LLC	360.69
Open	NBAZ - Warrant Clearing Account	Check	1068039	08/21/2018	Accounts Payable	COPPER STATE BOLT & NUT CO	531.51
Open	NBAZ - Warrant Clearing Account	Check	1068040	08/21/2018	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	981.13
Open	NBAZ - Warrant Clearing Account	Check	1068041	08/21/2018	Accounts Payable	CROSBY, FERRIN	47.12
Open	NBAZ - Warrant Clearing Account	Check	1068042	08/21/2018	Accounts Payable	CS&S COMPUTER SYSTEMS	2,778.17
Open	NBAZ - Warrant Clearing Account	Check	1068043	08/21/2018	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	739.17
Open	NBAZ - Warrant Clearing Account	Check	1068044	08/21/2018	Accounts Payable	DIAZ, CECILIA	174.00
Open	NBAZ - Warrant Clearing Account	Check	1068045	08/21/2018	Accounts Payable	DUGDALE, BEN	75.00
Open	NBAZ - Warrant Clearing Account	Check	1068046	08/21/2018	Accounts Payable	EMPIRE MACHINERY	1,567.21
Open	NBAZ - Warrant Clearing Account	Check	1068047	08/21/2018	Accounts Payable	FRONTIER	148.87
Open	NBAZ - Warrant Clearing Account	Check	1068048	08/21/2018	Accounts Payable	FRONTIER	155.24
Open	NBAZ - Warrant Clearing Account	Check	1068049	08/21/2018	Accounts Payable	FRONTIER	153.62
Open	NBAZ - Warrant Clearing Account	Check	1068050	08/21/2018	Accounts Payable	FRONTIER	25.32
Open	NBAZ - Warrant Clearing Account	Check	1068051	08/21/2018	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1068052	08/21/2018	Accounts Payable	FRONTIER	165.50
Open	NBAZ - Warrant Clearing Account	Check	1068053	08/21/2018	Accounts Payable	FRONTIER	214.92
Open	NBAZ - Warrant Clearing Account	Check	1068054	08/21/2018	Accounts Payable	FRONTIER	186.31
Open	NBAZ - Warrant Clearing Account	Check	1068055	08/21/2018	Accounts Payable	FRONTIER	68.13
Open	NBAZ - Warrant Clearing Account	Check	1068056	08/21/2018	Accounts Payable	FRONTIER	266.85
Open	NBAZ - Warrant Clearing Account	Check	1068057	08/21/2018	Accounts Payable	FRONTIER	365.53
Open	NBAZ - Warrant Clearing Account	Check	1068058	08/21/2018	Accounts Payable	FRONTIER	100.65
Open	NBAZ - Warrant Clearing Account	Check	1068059	08/21/2018	Accounts Payable	FRONTIER	242.04
Open	NBAZ - Warrant Clearing Account	Check	1068060	08/21/2018	Accounts Payable	FRONTIER	134.09
Open	NBAZ - Warrant Clearing Account	Check	1068061	08/21/2018	Accounts Payable	FRONTIER	134.16
Open	NBAZ - Warrant Clearing Account	Check	1068062	08/21/2018	Accounts Payable	FRONTIER	5.06
Open	NBAZ - Warrant Clearing Account	Check	1068063	08/21/2018	Accounts Payable	FRONTIER	68.13
Open	NBAZ - Warrant Clearing Account	Check	1068064	08/21/2018	Accounts Payable	GARDNER, SAMUEL TODD	62.00
Open	NBAZ - Warrant Clearing Account	Check	1068065	08/21/2018	Accounts Payable	GLAXO SMITHKLINE PHARMACY	489.00
Open	NBAZ - Warrant Clearing Account	Check	1068066	08/21/2018	Accounts Payable	GOLIGHTLY TIRE	1,566.07
Open	NBAZ - Warrant Clearing Account	Check	1068067	08/21/2018	Accounts Payable	GORDON, STEVEN H	62.00
Open	NBAZ - Warrant Clearing Account	Check	1068068	08/21/2018	Accounts Payable	GRAVES PROPANE CO INC	73.10
Open	NBAZ - Warrant Clearing Account	Check	1068069	08/21/2018	Accounts Payable	GREER, YVETTE L	174.11
Open	NBAZ - Warrant Clearing Account	Check	1068070	08/21/2018	Accounts Payable	GREGORY, MARSHA ANN	75.44
Open	NBAZ - Warrant Clearing Account	Check	1068071	08/21/2018	Accounts Payable	GUINN, ADA C	126.15
Open	NBAZ - Warrant Clearing Account	Check	1068072	08/21/2018	Accounts Payable	HALWOOD, LORENA T	516.31
Open	NBAZ - Warrant Clearing Account	Check	1068073	08/21/2018	Accounts Payable	HANCOCK, PAUL	474.05
Open	NBAZ - Warrant Clearing Account	Check	1068074	08/21/2018	Accounts Payable	HILL AZ GROCERY STORE	215.36
Open	NBAZ - Warrant Clearing Account	Check	1068075	08/21/2018	Accounts Payable	HILL AZ GROCERY STORE	58.56
Open	NBAZ - Warrant Clearing Account	Check	1068076	08/21/2018	Accounts Payable	HILLYARD/FLAGSTAFF	2,110.31
Open	NBAZ - Warrant Clearing Account	Check	1068077	08/21/2018	Accounts Payable	HOME DEPOT	1,048.32
Open	NBAZ - Warrant Clearing Account	Check	1068078	08/21/2018	Accounts Payable	INGRAM LIBRARY SERVICES	2,557.50
Open	NBAZ - Warrant Clearing Account	Check	1068079	08/21/2018	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	158.70
Open	NBAZ - Warrant Clearing Account	Check	1068080	08/21/2018	Accounts Payable	INSTITUTE FOR THE PREVENTION OF IN-CUSTODY DEATHS	395.00
Open	NBAZ - Warrant Clearing Account	Check	1068081	08/21/2018	Accounts Payable	KETTLE EMBROIDERY LLC	155.00
Open	NBAZ - Warrant Clearing Account	Check	1068082	08/21/2018	Accounts Payable	KREBS, JESSICA W	26.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1068083	08/21/2018	Accounts Payable	LATHAM, MICHAEL	140.38
Open	NBAZ - Warrant Clearing Account	Check	1068084	08/21/2018	Accounts Payable	LEE, NAM HO	26.00
Open	NBAZ - Warrant Clearing Account	Check	1068085	08/21/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	702.06
Open	NBAZ - Warrant Clearing Account	Check	1068086	08/21/2018	Accounts Payable	LOWES COMPANIES INC	208.29
Open	NBAZ - Warrant Clearing Account	Check	1068087	08/21/2018	Accounts Payable	MAESTAS, ANDREW	25.00
Open	NBAZ - Warrant Clearing Account	Check	1068088	08/21/2018	Accounts Payable	MASS TRANSCRIPTIONS	237.60
Open	NBAZ - Warrant Clearing Account	Check	1068089	08/21/2018	Accounts Payable	MONTIERTH, LEHI	62.00
Open	NBAZ - Warrant Clearing Account	Check	1068090	08/21/2018	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	1,275.00
Open	NBAZ - Warrant Clearing Account	Check	1068091	08/21/2018	Accounts Payable	NAPA	207.19
Open	NBAZ - Warrant Clearing Account	Check	1068092	08/21/2018	Accounts Payable	NATIONAL BUSINESS FURNITURE	3,169.66
Open	NBAZ - Warrant Clearing Account	Check	1068093	08/21/2018	Accounts Payable	NATIONWIDE	23.86
Open	NBAZ - Warrant Clearing Account	Check	1068094	08/21/2018	Accounts Payable	NAVAJO NATION FAIR	350.00
Open	NBAZ - Warrant Clearing Account	Check	1068095	08/21/2018	Accounts Payable	NAVAJO NATION FAIR	400.00
Open	NBAZ - Warrant Clearing Account	Check	1068096	08/21/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	360.24
Open	NBAZ - Warrant Clearing Account	Check	1068097	08/21/2018	Accounts Payable	NAVAJO WESTERNERS	163.89
Open	NBAZ - Warrant Clearing Account	Check	1068098	08/21/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	13,630.66
Open	NBAZ - Warrant Clearing Account	Check	1068099	08/21/2018	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	1,402.50
Open	NBAZ - Warrant Clearing Account	Check	1068100	08/21/2018	Accounts Payable	NIELSEN WELL DRILLING	1,940.89
Open	NBAZ - Warrant Clearing Account	Check	1068101	08/21/2018	Accounts Payable	NOBLE, LARRY	71.00
Open	NBAZ - Warrant Clearing Account	Check	1068102	08/21/2018	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	1,050.40
Open	NBAZ - Warrant Clearing Account	Check	1068103	08/21/2018	Accounts Payable	OCLC INC	3,256.72
Open	NBAZ - Warrant Clearing Account	Check	1068104	08/21/2018	Accounts Payable	OFFICE DEPOT	480.76
Open	NBAZ - Warrant Clearing Account	Check	1068105	08/21/2018	Accounts Payable	OMNISOURCE UNITED INC	734.62
Open	NBAZ - Warrant Clearing Account	Check	1068106	08/21/2018	Accounts Payable	OVERDRIVE INC	351.85
Open	NBAZ - Warrant Clearing Account	Check	1068107	08/21/2018	Accounts Payable	PACIFIC PONDEROSA CO INC	1,830.25
Open	NBAZ - Warrant Clearing Account	Check	1068108	08/21/2018	Accounts Payable	PALMER, STORMY L	81.12
Open	NBAZ - Warrant Clearing Account	Check	1068109	08/21/2018	Accounts Payable	PERFECT PRINTZ LLC	13,108.91
Open	NBAZ - Warrant Clearing Account	Check	1068110	08/21/2018	Accounts Payable	PERFORMANCE REPORTERS INC	135.00
Open	NBAZ - Warrant Clearing Account	Check	1068111	08/21/2018	Accounts Payable	PINAL-GILA COUNCIL FOR SENIOR CITIZENS	185.00
Open	NBAZ - Warrant Clearing Account	Check	1068112	08/21/2018	Accounts Payable	PLATERO, JAYME E	17.78
Open	NBAZ - Warrant Clearing Account	Check	1068113	08/21/2018	Accounts Payable	PREMIER DRY CLEANING	33.00
Open	NBAZ - Warrant Clearing Account	Check	1068114	08/21/2018	Accounts Payable	PROFORCE LAW ENFORCEMENT	1,961.07
Open	NBAZ - Warrant Clearing Account	Check	1068115	08/21/2018	Accounts Payable	QUILL CORP	2,823.91
Open	NBAZ - Warrant Clearing Account	Check	1068116	08/21/2018	Accounts Payable	QUINN, NANCY	7.96
Open	NBAZ - Warrant Clearing Account	Check	1068117	08/21/2018	Accounts Payable	ROADSAFE TRAFFIC SYSTEMS INC	3,271.03
Open	NBAZ - Warrant Clearing Account	Check	1068118	08/21/2018	Accounts Payable	SAFEWAY INC	37.44
Open	NBAZ - Warrant Clearing Account	Check	1068119	08/21/2018	Accounts Payable	SANOFI PASTEUR INC	4,056.08
Open	NBAZ - Warrant Clearing Account	Check	1068120	08/21/2018	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1068121	08/21/2018	Accounts Payable	SHELL OIL	1,317.22
Open	NBAZ - Warrant Clearing Account	Check	1068122	08/21/2018	Accounts Payable	SHEPHERD, ALTON JOE	176.58
Open	NBAZ - Warrant Clearing Account	Check	1068123	08/21/2018	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	705.90
Open	NBAZ - Warrant Clearing Account	Check	1068124	08/21/2018	Accounts Payable	SMITH MEDICAL PARTNERS LLC	119.31
Open	NBAZ - Warrant Clearing Account	Check	1068125	08/21/2018	Accounts Payable	SODERQUIST, JEFF	41.00
Open	NBAZ - Warrant Clearing Account	Check	1068126	08/21/2018	Accounts Payable	SOUTHWEST ROCK PRODUCTS LLC	1,926.77
Open	NBAZ - Warrant Clearing Account	Check	1068127	08/21/2018	Accounts Payable	ST JOHNS CITY	213.03
Open	NBAZ - Warrant Clearing Account	Check	1068128	08/21/2018	Accounts Payable	ST JOHNS GLASS	610.55
Open	NBAZ - Warrant Clearing Account	Check	1068129	08/21/2018	Accounts Payable	STRADLING-COLLINS, SUEAN	40.88

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1068130	08/21/2018	Accounts Payable	SUMMIT FUNERAL HOME	937.00
Open	NBAZ - Warrant Clearing Account	Check	1068131	08/21/2018	Accounts Payable	SW ECOLOGY LLC	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1068132	08/21/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	293.62
Open	NBAZ - Warrant Clearing Account	Check	1068133	08/21/2018	Accounts Payable	TAYLOR LAW OFFICE PC	95.00
Open	NBAZ - Warrant Clearing Account	Check	1068134	08/21/2018	Accounts Payable	TESSCO INC	23.71
Open	NBAZ - Warrant Clearing Account	Check	1068135	08/21/2018	Accounts Payable	THE GUIDANCE CENTER	1,600.00
Open	NBAZ - Warrant Clearing Account	Check	1068136	08/21/2018	Accounts Payable	THE LIBRARY STORE INC	875.46
Open	NBAZ - Warrant Clearing Account	Check	1068137	08/21/2018	Accounts Payable	THOMAS, JEREL	675.32
Open	NBAZ - Warrant Clearing Account	Check	1068138	08/21/2018	Accounts Payable	THOMPSON, ALENA	400.00
Open	NBAZ - Warrant Clearing Account	Check	1068139	08/21/2018	Accounts Payable	THOMSON REUTERS WEST	1,469.50
Open	NBAZ - Warrant Clearing Account	Check	1068140	08/21/2018	Accounts Payable	TJP COMMUNICATIONS	194.56
Open	NBAZ - Warrant Clearing Account	Check	1068141	08/21/2018	Accounts Payable	TRAK ENGINEERING INC	571.11
Open	NBAZ - Warrant Clearing Account	Check	1068142	08/21/2018	Accounts Payable	TSO, KENDRA A	75.00
Open	NBAZ - Warrant Clearing Account	Check	1068143	08/21/2018	Accounts Payable	TSO, THOMAS C	79.00
Open	NBAZ - Warrant Clearing Account	Check	1068144	08/21/2018	Accounts Payable	UNIFIRST CORPORATION	48.31
Open	NBAZ - Warrant Clearing Account	Check	1068145	08/21/2018	Accounts Payable	VALLEY AUTO PARTS	1,247.60
Open	NBAZ - Warrant Clearing Account	Check	1068146	08/21/2018	Accounts Payable	VERIZON WIRELESS	796.27
Open	NBAZ - Warrant Clearing Account	Check	1068147	08/21/2018	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	155.10
Open	NBAZ - Warrant Clearing Account	Check	1068148	08/21/2018	Accounts Payable	WARNER, JOSHUA CALEB	175.00
Open	NBAZ - Warrant Clearing Account	Check	1068149	08/21/2018	Accounts Payable	WEST, STEVE V	532.91
Open	NBAZ - Warrant Clearing Account	Check	1068150	08/21/2018	Accounts Payable	WHITE MOUNTAIN HEATING AND COOLING	435.00
Open	NBAZ - Warrant Clearing Account	Check	1068151	08/21/2018	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	2,796.57
Open	NBAZ - Warrant Clearing Account	Check	1068152	08/21/2018	Accounts Payable	WHITE RAVEN OF ARIZONA LLC	5,299.78
Open	NBAZ - Warrant Clearing Account	Check	1068153	08/21/2018	Accounts Payable	WOODLAND BUILDING CENTER	2,695.25
Open	NBAZ - Warrant Clearing Account	Check	1068154	08/21/2018	Accounts Payable	WRIGHT EXPRESS FSC	1,154.77
Open	NBAZ - Warrant Clearing Account	Check	1068155	08/21/2018	Accounts Payable	WYMAN CENTER INC	654.00
Open	NBAZ - Warrant Clearing Account	Check	1068156	08/21/2018	Accounts Payable	YELLOWHORSE, DARON	75.00
Open	NBAZ - Warrant Clearing Account	Check	1068157	08/21/2018	Accounts Payable	YOUNGS FUTURE TIRE	1,613.56
Open	NBAZ - Warrant Clearing Account	Check	1068158	08/22/2018	Accounts Payable	ASHTONS REPAIR INC	1,527.74
Open	NBAZ - Warrant Clearing Account	Check	1068159	08/22/2018	Accounts Payable	AZ SUPREME COURT	169.35
Open	NBAZ - Warrant Clearing Account	Check	1068160	08/22/2018	Accounts Payable	AZ SUPREME COURT	778.09
Open	NBAZ - Warrant Clearing Account	Check	1068161	08/22/2018	Accounts Payable	BOWMAN, GLORIA	37.81
Open	NBAZ - Warrant Clearing Account	Check	1068162	08/22/2018	Accounts Payable	BRIDES AUTO CENTER	77.09
Open	NBAZ - Warrant Clearing Account	Check	1068163	08/22/2018	Accounts Payable	CENTRAL ARIZONA SUPPLY	26.63
Open	NBAZ - Warrant Clearing Account	Check	1068164	08/22/2018	Accounts Payable	OFFICE DEPOT	365.02
Open	NBAZ - Warrant Clearing Account	Check	1068165	08/22/2018	Accounts Payable	VALLEY AUTO PARTS	442.42
Open	NBAZ - Warrant Clearing Account	Check	1068166	08/22/2018	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	155.09
Open	NBAZ - Warrant Clearing Account	Check	1068167	08/22/2018	Accounts Payable	WEST, STEVE V	467.60
Open	NBAZ - Warrant Clearing Account	Check	1068168	08/23/2018	Accounts Payable	FRONTIER	5.23
Open	NBAZ - Warrant Clearing Account	Check	1068169	08/23/2018	Accounts Payable	MORGAN, DIANA M	49.60
Open	NBAZ - Warrant Clearing Account	Check	1068170	08/23/2018	Accounts Payable	NAVAJO NATION OFFICE SUPPLY CENTER	277.99
Open	NBAZ - Warrant Clearing Account	Check	1068171	08/23/2018	Accounts Payable	PATTERSON, RYAN N	345.48
Open	NBAZ - Warrant Clearing Account	Check	1068172	08/23/2018	Accounts Payable	FRONTIER	5.25
Open	NBAZ - Warrant Clearing Account	Check	1068173	08/23/2018	Accounts Payable	FRONTIER	5.16
Open	NBAZ - Warrant Clearing Account	Check	1068174	08/27/2018	Accounts Payable	ADVANCED EXERCISE EQUIPMENT LLC	1,838.80
Open	NBAZ - Warrant Clearing Account	Check	1068175	08/27/2018	Accounts Payable	NAVAJO NATION FAIR	400.00
Open	NBAZ - Warrant Clearing Account	Check	1068176	08/27/2018	Accounts Payable	US POSTMASTER	5,000.00

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

date/time stamp

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

County Manager _____

Date/Signature: _____

8/22/18 

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

Approval of the minutes dated August 6, 2018.

BOS Meeting Date Requested _____

9/15/18

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

August 6, 2018
St. Johns, Arizona

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

Chairman Shepherd 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.

Ferrin Crosby gave the invocation.

SueAn Stradling-Collins led the Pledge of Allegiance.

Chairman Shepherd called for the Health District Items.

Chris Sexton, Health Director, requested approval of the Medical Director/Consultant Agreement between North Country Health Care and the Health District, effective September 15, 2017 through September 14, 2022. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chris Sexton, Health Director, submitted the clinical services quarterly update for the 4th quarter. No action as needed or taken.

Chris Sexton, Health Director, requested approval to eliminate the vacant Community Emergency Response Team Coordinator position (Range 34), and to create an Administrative Assistant III position (Range 34). **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chris Sexton, Health Director, requested approval to appoint Elizabeth Painter as a Deputy Public Fiduciary pursuant to ARS 14-5601.B. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the Library District items.

SueAn Stradling- Collins, Library Director, requested approval of the acceptance of 451 books donated by the Navajo Nation Library to the Sanders Public Library at an approximate value of \$8,479.87. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

SueAn Collins-Stradling, Library Director presented the submission of the Library District annual report for FY2017-2018. No action was needed or taken.

SueAn Stradling-Collins, Library Director, requested approval to increase weekly hours for five (5) Library Specialists from 32 hours to 40 hours. This request is due to a lack of personnel and additional library patronage and will result in a cost increase of \$29,456.90 but funding will come from existing budget. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval to eliminate two (2) Library Manager positions (range 30), and create the position of Senior Library Manager, and authorize a 5% increase for the current Librarian III due to increased duties and will result in a savings of \$78,120.61. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Shirley moved to adjourn the Library District meeting, seconded by Mr. Simshauser. Vote was unanimous.

Chairman Shepherd called for the Flood Control Distinct items.

Ferrin Crosby, County Engineer, on behalf of the Flood Control District, requested approval of a Contract Addendum and change order with Creative Mulimedia Inc., for parcel maps, signs, rural addressing and county flood control projects as needed. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, on behalf of the Flood Control District, requested approval to extend the Joint Funding Agreement for precipitation gauges in the affected Wallow Fire Watersheds. Mr. Crosby stated this is an agreement that the County has had in the past and recommended extending the agreement. Mr. Crosby stated the anticipated County share in the agreement is \$12,400 for FY 2019 and \$12,400 for FY 2020. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Simshauser moved to adjourn the Flood Control District meeting, seconded by Mr. Shirley. Vote was unanimous.

Chairman Shepherd called for the regular agenda items.

David Lamm, Interim Finance Director, requested approval of the 2018-2019 Tax Levy Rates for all County jurisdictions. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Treasurer Marleita Begay asked for clarification on the rates, since there were several drafts sent out. Mr. Patterson stated there were some slight changes submitted by some of the county jurisdictions on Friday and early this morning and the draft presented today is correct. Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-H and recommended approval. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** County Manager/Clerk of the Board:

A. Request approval of demands as distributed to the Apache County Board of Supervisors between July 3, 2018 to August 6, 2018. Payee Amount BRADCO 5,033.14 COVEY, JOSHUA T 2,141.26 CURTIS, ROGER STUART 1,191.80 EM HALE LAW 1,093.95 HP2 INC 1,241.18 KATHLEEN M MCGUIRE PSY D LLC 1,990.00 MOORE , ALANE M 1,800.00 NATIONAL BUSINESS FURNITURE 3,928.05 QUILL CORP 1,747.00 RIGG LAW FIRM PLLC 1,276.00 TRINITY SERVICES GROUP INC 14,462.30 VALLEY AUTO PARTS 2,144.34 WOODLAND BUILDING CENTER 1,404.72 YOUNG, JOSEPH 1,748.65 APACHE COUNTY FAIR 25,000.00 ONEIL PRINTING INC 9,200.00 SAUL'S CREEK ENGINEERING INC 7,920.00 SYSTEM EXCHANGE CORPORATION 5,800.00 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS 3,671.33 NATIONAL BANK OF ARIZONA 0127 1,142.93 NATIONAL BANK OF ARIZONA 0186 4,927.70 NATIONAL BANK OF ARIZONA 0202 1,485.52 DIRECTV LLC 1,859.88 HD SUPPLY CONTRUCTION AND INDUSTRIAL WHITE CAP 3,648.95 TOWN OF EAGAR 2,000.00 APACHE COUNTY HSA 3,408.33 APACHE COUNTY MEDICAL 169,124.22 APACHE COUNTY TAX WITHHOLDING 154,214.15 ASRS LEGACY EORP 1,365.69 AZ STATE RETIREMENT SYSTEM 103,924.61 COLONIAL LIFE AND ACCIDENT INS 1,230.54 CORRECTIONS OFFICER RET PLAN 10,164.26 CORRECTIONS OFFICER RETIREMENT PLAN 520 6,008.64 NATIONWIDE 1,130.00 PUBLIC SAFETY PERSONNEL 401 16,021.19 PUBLIC SAFETY SHERIFF RET 47,638.04 SECURITY BENEFIT GROUP 1,485.00 SUPPORT PAYMENT CLEARINGHOUSE 1,606.39 ARIZONA POLICE PSYCHOLOGY PLLC 1,200.00 BURNHAM MORTUARY 1,000.00 COCONINO COUNTY 3,720.00 COURTESY CHEVROLET 36,834.26 FRONTIER 1,923.80 GMCO CORPORATION 8,403.12 HILLYARD/FLAGSTAFF 1,369.10 HUGHES SUPPLY INC (LAKESIDE) 1,113.47 NATIONAL BUSINESS FURNITURE 1,866.15 NAVAJO COUNTY FAMILY ADVOCACY CENTER 2,250.00 NAVOPACHE ELECTRIC COOPERATIVE 1,813.48 QUILL CORP 8,433.97 SCHIFF, LAURENCE 1,800.00 SCHINDLER ELEVATOR CORPORATION 4,266.28 SPRINGVILLE AUTOMOTIVE SERVICE 1,011.14 ST JOHNS EMERGENCY SERVICES 1,674.32 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,148.75 WRIGHT EXPRESS FSC 4,088.97 ARCHER MANUFACTURING 2,280.00 AZ ASSN OF COUNTIES 2,500.00 AZ COUNTIES INSURANCE POOL 495,805.86 BREWER LAW OFFICE PLLC 8,500.00 CENGAGE LEARNING INC 2,765.47 COUNTY SUPERVISORS ASSOCIATION OF ARIZONA 65,123.00 DH PACE COMPANY INC 1,885.16 EBSCO SUBSCRIPTION SERVICES 2,558.47 HAMBLIN LAW OFFICE PLC 8,500.00 HILLYARD/FLAGSTAFF 1,740.13 HYATT REGENCY SAVANNAH 2,211.36 LAW OFFICE OF DIRK LEGATE PLLC 8,500.00 NAVOPACHE ELECTRIC COOPERATIVE 6,759.33 OCLC INC 2,549.37 PITNEY BOWES RESERVE ACCOUNT 5,000.00 SANDSTONE PUBLIC RELATIONS 1,050.00 SECURUS TECHNOLOGIES INC 1,192.08 AZ STATE UNIVERSITY 1,950.00 AZ COUNTIES WORKERS COMPENSATION PLAN 76,023.83 AZ DEPT OF ECONOMIC SECURITY 2,571.13 AZ DEPT OF HEALTH SERVICES 1,185.00 AZ DEPT OF REVENUE 4,543.63 BILLS DISCOUNT AUTO PARTS (NAPA) 1,670.53 BRADCO 38,735.55 CELLEBRITE USA INC 3,907.20 CORONADO LAW FIRM PLLC 5,566.00 EMPIRE MACHINERY 5,454.75 GOLIGHTLY TIRE 1,626.13 HUGHES SUPPLY INC (LAKESIDE) 3,365.89 LESUEUR ADVANCE AUTOMOTIVE LLC 1,186.39 MOORE LAW FIRM PLLC 1,432.50 NAVAJO TRIBAL UTILITY AUTHORITY 1,454.67 NAVOPACHE ELECTRIC COOPERATIVE 12,347.46 PIMA COUNTY MEDICAL 13,800.00 PINAL COUNTY

ARIZONA 6,300.00 QUILL CORP 5,187.44 REDW LLC 7,795.00 SCHINDLER ELEVATOR
 CORPORATION 3,715.78 ST JOHNS CITY 2,963.10 THOMSON REUTERS WEST
 1,561.43 TOWN OF EAGAR 1,145.78 VERIZON WIRELESS 1,450.47 WAL-MART
 COMMUNITY 1,430.76 ADHS AZ HEALTH CARE COST 22,400.00 AMIGOS
 LIBRARY SERVICES 2,000.00 AVAYA COMMUNICATIONS 1,603.62
 AZLGEBT 330,982.86 BENALLY, JULIA 1,639.13 BENDER, JUDITH A 1,590.00
 BLUE HILLS ENVIRONMENTAL 1,868.31 COURTESY CHEVROLET 31,231.73
 ELECTION SYSTEMS AND SOFTWARE 7,449.96 EMPIRE MACHINERY 2,310.00
 FRONTIER 1,270.88 HP2 INC 2,784.51 INFOGROUP LIBRARY DIVISION 1,362.87
 LEADSONLINE LLC 1,188.00 NAVAJO TRIBAL UTILITY AUTHORITY 3,060.75
 PATTERSON, DANA BRYCE 8,500.00 VALLEY AUTO PARTS 2,882.68 A-1 GLASS AND
 MIRROR INC 3,962.38 AZ STATE UNIVERSITY 2,600.00 AZ SUPREME COURT
 5,598.69 BAUMAN HOME AND AUTO INC 2,326.73 BLUE HILLS ENVIRONMENTAL
 26,676.76 BOB BARKER COMPANY INC 1,745.60 BRIDES AUTO CENTER 1,030.39
 CORONADO LAW FIRM PLLC 7,386.50 CRESCENT ELECTRIC SUPPLY CO
 1,580.96 DIAMOND DRUGS INC 4,580.49 EMPIRE MACHINERY 7,199.08
 HAMBLIN & ASSOCIATES LLC 3,050.00 NATIONAL BUSINESS FURNITURE
 3,174.24 NAVOPACHE ELECTRIC COOPERATIVE 3,984.91 NUTRIOSO COMMUNITY
 ASSOCIATION 4,014.08 QUILL CORP 1,186.33 SHELL OIL 2,404.45 SOUTHWEST ROCK
 PRODUCTS LLC 11,085.47 VECTOR RESOURCES INC 6,950.40 ALLEGRA 2,982.84
 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,821.54 ASHTONS REPAIR INC
 1,056.80 BEGAY, BRYCESON B 7,900.39 BIA, BERNITA TSO 3,465.61 CHEVRON USA
 INC 1,024.02 DELL COMPUTER CORPORATION 1,232.16 FRONTIER 4,519.54
 FRONTIER 1,542.00 INFINITY COMMUNICAITONS & CONSULTING INC 4,500.00
 INGRAM LIBRARY SERVICES 2,112.63 JURY SYSTEMS INCORPORATED 1,500.00
 MASS TRANSCRIPTIONS 3,326.40 NATIONAL FIRE FIGHTER 4,380.00
 NEWMAN SIGNS INC 2,874.42 NEXTRAQ 17,371.20 PRO PETROLEUM 19,185.84
 PROQUEST LLC 1,516.97 QUILL CORP 2,557.35 SW ECOLOGY LLC 2,160.00
 THE CONTAINER GUY 4,075.00 THOMSON REUTERS WEST 1,060.47 TOM, CAROLYN
 K 2,468.71 VERIZON WIRELESS 1,682.26 WRIGHT EXPRESS FSC 1,109.83 APACHE
 COUNTY HAS 3,358.33 APACHE COUNTY MEDICAL 169,810.75 APACHE COUNTY
 TAX WITHHOLDING 141,796.25 ASRS LEGACY EORP 10,117.09 AZ STATE
 RETIREMENT SYSTEM 104,461.09 COLONIAL LIFE AND ACCIDENT INS
 1,230.54 CORRECTIONS OFFICER RET PLAN 10,104.20 CORRECTIONS OFFICER
 RETIREMENT PLAN 520 5,555.54 EORP LEGACY 4,588.72 NATIONWIDE 1,130.00
 PUBLIC SAFETY PERSONNEL 401 16,348.05 PUBLIC SAFETY SHERIFF RET
 44,248.07 SECURITY BENEFIT GROUP 1,435.00 SUPPORT PAYMENT
 CLEARINGHOUSE 1,746.71 GICON PUMPS & EQUIP INC 3,448.74 RDO EQUIPMENT
 CO 24,474.75 JACKSSONS TRAILERS INC 14,968.90 COCONINO COUNTY 3,600.00
 CREATIVE MULTIMEDIA INC (CMI) 17,472.50 GMCO CORPORATION 8,403.12
 GUST ROSENFELD PLC 3,308.45 NAVAJO TRIBAL UTILITY AUTHORITY
 1,108.52 NAVAJO TRIBAL UTILITY AUTHORITY 1,051.48 ROADS SAFE TRAFFIC
 SYSTEMS INC 4,300.56 SW ECOLOGY LLC 1,678.11 WHITE MOUNTAIN PUBLISHING
 CO 2,055.25 YAVAPAI COUNTY GOVERNMENT 7,500.00 ALLEGRA 3,097.95
 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,481.63 AZ DEPT OF ECONOMIC
 SECURITY 2,571.13 AZ STATE GOVERNMENT 126,000.00 AZLGEBT 337,110.71

BUFFALO FENCE & BARN CO 1,299.12 CDW GOVERNMENT LLC 9,395.23
 CREATIVE MULTIMEDIA INC (CMI) 13,086.25 CURTIS, ROGER STUART 1,013.06
 DELL COMPUTER CORPORATION 1,310.00 ELECTION SYSTEMS AND SOFTWARE
 5,034.38 ELECTRONIC CENTER INC 1,715.05 GALL'S INC 2,072.49 GILA COUNTY
 20,355.00 GOSERCO, INC. 5,255.06 HILLYARD/FLAGSTAFF 1,448.74 HORNE AUTO
 CENTER INC 3,615.00 KATHLEEN M MCGUIRE PSY D LLC 2,070.00 MOUNTAIN
 COMFORT HEATING AND COOLING 2,015.00 NIELSEN WELLDRILLING 10,017.56
 ONEIL PRINTING INC 5,800.00 PALMER, STORMY L 1,426.61 QUILL CORP 3,063.84
 SHERWIN-WILLIAMS 1,624.92 SW ECOLOGY LLC 1,038.69 US POSTMASTER
 3,734.77 VALLEY AUTO PARTS 1,180.17 DUGDALE, BEN 1,139.32 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. Approval of the minutes dated July 3, 2018. C.
 Request approval of a Fireworks Permit for the Concho Fire Department on September 3, 2018.
 The location of the display will be at Cinder Mountain east of the Concho school, Concho,
 Arizona. D. Request approval of a Resolution proclaiming August as Child Support Awareness
 Month. E. Request approval of a \$50,000 "pass through" disbursement from the State of
 Arizona to the Eastern Arizona Counties Organization for use with environmental programs and
 projects. F. Request approval of the tax exemption for the American Legion for parcel 203-38-
 005 pursuant to ARS 42-11153. The exemption was filed late due to an administrative change
 within the organization. Superior Court: Request authorization to cancel bid for Bid #201804;
 there were no bids received. Community Development: H. Request approval of a Conditional
 Use Permit allowing Tim Towers DBA Tower Ranch Assisted Living Center to operate a 12-bed
 assisted living center in an existing home. The property is located in Concho APN 201-46-298A.
 Planning & Zoning Commission recommended approval on July 12, 2018 with the following
 conditions. This approval does not affect or impact the CC&R's. 2. There will be no on-street
 parking permitted. 3. The facility shall not be expanded past 12 beds without re-hearing by the
 County. Vote was unanimous.

Chief Deputy Sheriff Brannan Eagar requested approval of a resolution lifting the fire
 restrictions previously imposed under Resolution 2018-06. Chief Eagar stated under the
 ordinance, the emergency management has the authority to lift the restrictions and those
 restrictions were lifted a couple weeks ago and this action is to make it official through the Board
 of Supervisors. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was
 unanimous.

RESOLUTION NUMBER: 2018-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, LIFTING EMERGENCY FIRE RESTRICTIONS PREVIOUSLY IMPOSED BY THE BOARD IN RESOLUTION #2018-6

WHEREAS, the Apache County Board of Supervisors previously imposed emergency fire
 restrictions by Resolution #2018-06 adopted April 19, 2018; and

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

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

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

That the fire restrictions imposed by Resolution #2018-06 approved on April 19, 2018, and any other restrictions are hereby lifted as of July 16, 2018 and such resolution and accompanying restrictions shall have no effect in Apache County.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 6th day of August 2018.

/s/ Alton Joe Shepherd, Chairman of the Board

ATTEST:

/s/ Ryan Patterson, Clerk of the Board

Brannan Eagar, Chief Deputy Sheriff, requested approval of Agreement DC-19-001 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 \$216,257.00. Chief Eagar stated the grant requires a 25% match that will be paid utilizing RICO Funds. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Brannan Eagar, Chief Deputy Sherriff, requested approval to allow the payment of overtime at 100% of normal salary for FLSA exempt Sheriff's Office employees, subject to availability of appropriated funds, when the overtime work is performed subject to a current existing grant to reimburse the County for such wages, and payment of documented hours worked within the last six months pursuant to such grant. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson presented and recommended approval of the request for approval of a contract with Veritus Research Consulting and its agent, Doyel Shamley. **Mr. Simshauser moved approval.** Chairman Shepherd called for a second to the motion. Hearing none, motion died for lack of a second.

Mr. Patterson presented the item for approval of an agreement between District II and Navajo Sanitation Inc., for trash disposal. Mr. Shepherd stated he would like to hold off on any action and remove the item from the agenda since he found a more feasible way to dispose of trash. No action was taken.

Mr. Patterson requested approval of a of a Liquor License Application recommendation for Trisha Haley, DBA Haley's Groceries, LLC., located at the Jiffy Store, 36 Commercial Drive,

Concho Arizona. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson requested approval of an amendment to the Intergovernmental Agreement regarding the Coalition of Arizona/New Mexico Counties. Mr. Patterson stated this amendment will cause an increase in annual membership dues to \$3,100 to cover liability insurance for the coalition. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson requested approval to create and fill an Administrative Coordinator (Range 42) position in the County Manager's Office with a current employee at their present salary of \$37,081.62. Mr. Patterson stated this person will manage the switchboard and the mailroom. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

David Lamm, Interim Finance Director, requested approval of professional services agreement with REDW, LLC to prepare the government-wide and fund financial statements for the County along with related footnotes, required supplementary information (RSI) and supplementary information other than RSI for the years ended June 30, 2018 and 2019. Mr. Lamm stated the estimated fee for each fiscal year will not exceed \$30,000. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

District III Manager, Malena Bazarro requested approval of grant agreement between Apache County and United States Department of Agriculture, Rural Business Development Grant 10.351. Ms. Bazarro stated this grant award is for \$40,000 with \$32,663 in matching funds. Apache County will provide in-kind administrative support in the amount of \$5,000. The remaining match will be administrative support from White Mountain Regional Medical Center and the Town of Springerville staff. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

District III Manager, Malena Bazarro requested approval of professional services contract for Yelton and Associates to carry out the scope of work for a feasibility study at the White Mountain Regional Medical Center in Springerville. Mr. Bazarro stated the contractor will be paid \$40,000 in grant funds from the grant that was just previously approved. **Mr. Simshauser move approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to enter into a Cooperative Forest Road Agreement with the United States Department of Agriculture, Forest Service Apache-Sitgreaves National Forest and Apache County. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to abandon all public easements existing prior to development within the Show Low East Unit One subdivision previous to the state created and approved on June 20, 2006 and the easement was originally part of Lot 10, 11, east ½ of Lot 12 in record of survey, TM. Book 6, Page 2, Apache County records but never built. Mr. Crosby stated all procedures have been followed and was reviewed by the County Attorney. Mr. Crosby stated all of the local residents were mailed certified letters and he received no

dissenting votes, and he recommended approval of the abandonment. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Michael Whiting, County Attorney, Requested approval of an Agreement between Apache County Attorney's Office and Axon Enterprises, Inc., and there are no costs associated with this agreement. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Michael Whiting, County Attorney, presented the item following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(3), possible discussion and/or action regarding the PILT appropriation lawsuit. **Mr. Shirley stated he didn't see a need for an executive session and moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Chairman Shepherd opened the floor for call to the public.

Art Modica addressed the Board addressed the Board regarding County Road 5270 and the need to clear out the culverts and all the work that is needing to be done on the road. Chairman Shepherd asked County Engineer Ferrin Crosby to look into the matter.

There was no one else wanting to address the Board. **Mr. Simshauser moved to adjourn, seconded by Mr. Shirley.** Vote was unanimous.

Approved this 5th Day of September 2018.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: _____

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

Human Resources: Request the appointment of the Human Resources Manager as the Chairman of the Public Safety and Correction Officer Retirement Boards.

BOS Meeting Date Requested September 5, 2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

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 _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Probation Services

Date/Signature:

Adac

8/23/18

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

Probation Services appoints David Lamm, Interim Director of Finance, as the Chief Fiscal Officer for both the Adult and Juvenile divisions in accordance with A.R.S. 12-268A and the AZ Code of Judicial Administration, Part 6, Sections 6-206 & 6-301.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

X

Signature:

Finance Review:

Signature:

David Lamm

Human Resources Review:

X

Signature:

Other Review:

X

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

ARIZONA CODE OF JUDICIAL ADMINISTRATION
Part 6: Probation
Chapter 2: Adult Services
Section 6-206: Adult Probation Services Fund, Probation Fees Account

A. Definitions. In this section the following definitions apply:

“Administrative director” means both the administrative director of the Administrative Office of the Courts and the director’s designee.

“AOC” means Arizona Supreme Court, Administrative Office of the Courts.

“Court” means the superior court.

B. Applicability. Article VI, Section 3 of the Arizona Constitution and A.R.S. § 12-267 authorize the supreme court to establish guidelines for the use of state monies in the adult probation services fund.

C. Purpose. The probation fees account within the adult probation services fund is to be used to pay probation employee salaries and employee related benefits and to otherwise improve, maintain, or expand adult probation services within the county.

D. General Administration. A.R.S. § 12-267 provides:

A. The board of supervisors shall designate a chief fiscal officer who shall establish and administer an adult probation services fund consisting of:

1. County general fund appropriations for adult probation.

2. State appropriations for adult probation including:

(a) Monies for adult probation officers authorized by article 6 of this chapter.

(b) Monies for state aid for adult probation services authorized by this article.

(c) Monies for adult community punishment programs established pursuant to article 11 of this chapter.

(d) Monies for adult intensive probation pursuant to title 13, chapter 9.

...

3. Probation fees collected pursuant to section 13-901 and section 13-902, subsection G.

4. Federal monies provided for adult probation.

5. Adult probation monies from any other source.

B. The chief fiscal officer shall establish and maintain separate accounts in the fund showing receipts and expenditures of monies from each source listed in

subsection A of this section. The presiding judge of the superior court shall annually present to the board of supervisors for approval a detailed expenditure plan for the adult probation services fund accounts. Any modifications to the expenditure plan affecting state appropriations shall be made in accordance with the rules and procedures established by the supreme court. Any modifications to the expenditure plan affecting county appropriated funds shall be made in accordance with the policies established by the county. The chief fiscal officer shall disburse monies from the fund accounts only at the direction of the presiding judge of the superior court. The chief fiscal officer of each county, on or before August 31 of each year for the preceding fiscal year, shall submit an annual report to the supreme court showing the total amount of receipts and expenditures in each account of the adult probation services fund.

C. The state monies in the adult probation services fund, and probation fees collected pursuant to section 13-901 and section 13-902, subsection G, shall be used in accordance with guidelines established by the supreme court or the granting authority.

...

E. Reporting Requirements.

1. A.R.S. § 12-267(B) provides: “...the chief fiscal officer of each county shall, on or before August 31 of each year for the preceding year, submit an annual report to the supreme court showing the total amount of receipts and expenditures in each account of the adult probation services fund.” The administrative director shall provide the chief fiscal officer with the form to be used for submission.
2. A.R.S. § 12-267(B) provides: “...The presiding judge of the court in each county shall annually present to the board of supervisors for approval a detailed expenditure plan for the adult probation services fund accounts.” At the time the plan is submitted to the board of supervisors, the presiding judge shall provide a copy of the expenditure plan for the probation fees account to the administrative director. If the expenditure plan for the probation fees account is modified by the presiding judge, the modified plan shall be submitted to the administrative director.

F. Expenditure Guidelines.

1. At least 60% of the expenditures from the probation fees account during the fiscal year, excluding amounts provided in (F)(7) and (F)(8), shall be used to pay probation employee salaries and employee related benefits.

2. The presiding judge may request an expenditure less than 60% and shall submit to the administrative director a written request for authority to waive the expenditure guidelines. The written request shall include an explanation of the circumstances surrounding the need to waive the expenditure guidelines and the current balance of the probation fees account. If granted, the authority to waive the expenditure guidelines is valid for one fiscal year.
3. The chief fiscal officer of the county shall not use the probation fees account for any indirect costs that may be incurred by the county for administering the probation fees account. Indirect costs include, but are not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use incurred by the county to administer these monies.
4. A.R.S. § 12-267(D) provides: "State monies expended from the adult probation services fund shall be used to supplement, not supplant, county appropriations for the superior court adult probation department."
5. A.R.S. § 12-267(E) provides: "Monies in the adult probation services fund shall be used to pay the annual assessment on member states of the interstate compact for the supervision of adult offenders established in section 31-467, article X, subsection B."
6. A.R.S. § 12-267(F) provides: "County monies in the adult probation services fund shall be used in accordance with the fiscal policies and procedures established by the board of supervisors."
7. A.R.S. § 12-267(G) provides:

The administrative office of the courts shall periodically charge each local probation fees account an amount established annually by the supreme court to cover a proportional share of the cost of monitoring devices required pursuant to section 13-902, subsection G consistent with guidelines established to implement section 13-902, subsection G.
8. A.R.S. § 12-267(H) provides:

The administrative office of the courts shall charge annually the local probation fees account of each county an amount that is established annually by the administrative office of the courts to reflect each county's portion of the superior court risk management premium that is allocated to the judiciary.

G. Assessment Guidelines.

1. The probation department shall have a written policy addressing requirements of probation officers and their duty to:

- a. Recommend the imposition of probation service fees, pursuant to A.R.S. § 13-901. A recommended start date for payment shall be included.
 - b. Monitor the payment of probation services fees, including responsibilities in addressing arrearages and submitting petitions to the court recommending suspension of probation service fees when:
 - (1) A probationer has absconded, a warrant and petition to revoke has been issued, and the probation term has been tolled,
 - (2) A probationer is incarcerated for more than 30 days
2. Probation service fees shall only be assessed for each month a probationer is on probation for one or more days. The probation department shall ensure the terms and conditions of probation identify a monthly probation service fee amount with a specified date for when payment is to commence. If the monthly fee is not specified, the assigned probation officer shall submit a petition to modify to the court recommending an appropriate monthly fee, pursuant to A.R.S. § 13-901(A).

Adopted by Administrative Order 2000-81, effective November 9, 2000. Amended by Administrative Order 2004-74, effective September 3, 2004. Amended by Administrative Order 2009-55, effective June 10, 2009. Amended by Administrative Order 2011-120, effective November 28, 2011

ARIZONA CODE OF JUDICIAL ADMINISTRATION

Part 6: Probation

Chapter 3: Juvenile Services

Section 6-306: Juvenile Probation Services Fees

A. Definitions. In this section the following definitions apply:

“Administrative Director” means both the administrative director of the Administrative Office of the Courts (AOC) and the director’s designee.

“Court” means the superior court.

B. Applicability. Article VI, section 3 of the Arizona constitution and A.R.S. § 12-268(C) authorize the supreme court to establish guidelines for the use of state monies in the juvenile probation services fund.

C. Purpose.

1. The probation fees account within the juvenile probation services fund is to be used to pay juvenile probation employee salaries and employee related benefits and to otherwise improve, maintain, or expand juvenile probation services within the county.
2. The diversion fees account within the juvenile probation fees fund is to be used to pay diversion employee salaries and employee related benefits and to otherwise improve, maintain, or expand juvenile diversion services within the county.

D. General Administration.

1. A.R.S. § 12-268 (A)(4)(5) provides a chief fiscal officer shall “...establish and administer a juvenile probation fund consisting of:”
 - a. “Probation fees collected pursuant to section 8-321, subsection N for community based alternative programs or diversion programs administered by the juvenile court.”
 - b. “Probation fees collected pursuant to section 8-341.” [*editor’s note: Effective July 1, 1998, § 8-341 was renumbered from § 8-241*] and as provided by A.R.S. § 8-241 (Fees on Disposition).
2. Pursuant to A.R.S. § 12-268 (B), “The chief fiscal officer shall establish and maintain separate accounts...showing receipts and expenditures of monies from each source...”
3. The chief fiscal officer shall deposit diversion fees collected pursuant to A.R.S. § 8-321(N)

into a separate account, referred to as the diversion fees account, within the juvenile probation services fund.

4. The chief fiscal officer shall deposit probation fees collected as provided by A.R.S. § 8-341 into a separate account, referred to as the probation fees account, within the juvenile probation services fund.

E. Reporting Requirements.

1. A.R.S. § 12-268(B) provides: "...the chief fiscal officer, on or before August 31 of each year for the preceding fiscal year, shall submit an annual report to the supreme court showing the total amount of receipts and expenditures in each account..." on a form provided by the administrative director.
2. The presiding judge of each court shall annually provide an expenditure plan for the probation fees account to the administrative director.
3. The presiding judge of each court shall submit any modification to the expenditure plan to the administrative director as provided by A.R.S. § 12-268(B).
4. The county treasurer shall submit, on or before January 31 of each year, an annual report to the administrative director showing the total amount of money contained in the Juvenile Probation Fees Fund account on December 31.

F. Expenditure Guidelines.

1. Monies in the probation fees and the diversion fees accounts, as provided by A.R.S. § 12-268(C); "shall be used in accordance with guidelines established by the supreme court..."
2. A.R.S. § 12-268 (D) provides: "State monies expended from the juvenile probation services fund shall be used to supplement, not supplant, county appropriations for the superior court juvenile probation department."
3. Pursuant to A.R.S. § 12-268 (B); "The chief fiscal officer shall disburse monies from the fund accounts only at the direction of the presiding juvenile judge..."
4. Probation Fees.
 - a. At least 60% of the expenditures from the probation fees account during the fiscal year shall be used to pay probation employee salaries and employee related benefits.
 - b. No more than 40% of the expenditures shall be used to cover the operation expenses

associated with juvenile probation.

- c. The presiding judge may request a waiver to expend funds in a manner not within the stated guidelines or approved program plan.
 - (1) If requesting a waiver, the presiding judge shall submit to the administrative director a written request for authority to waive the expenditure guidelines.
 - (2) The written request shall include an explanation of the circumstances surrounding the need to waive the expenditure guidelines and the current balance of the probation fees account.
 - (3) The waiver, if granted, shall be valid only for the budget year for which the waiver is granted.
- d. Monies in the probation fees account shall be used solely to support the programs, services and operations of juvenile probation.

5. Diversion Fees.

- a. Diversion fees expenditures shall primarily be used for diversion employee salaries, employee related benefits or in accordance with approved program plans.
- b. The presiding judge may request a waiver to expend funds in a manner not within the stated guidelines.
 - (1) If requesting a waiver, the presiding judge shall submit to the administrative director a written request for authority to waive the expenditure guidelines.
 - (2) The written request shall include an explanation of the circumstances surrounding the need to waive the expenditure guidelines and the current balance of the diversion fees account.
 - (3) The waiver, if granted, shall be valid only for the budget year for which the waiver is granted.
- c. Monies in the diversion fees account shall be used solely to support the services and operations of juvenile diversion programs.

Adopted by Administrative Order 2002-72 effective June 26, 2002.

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

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature: _____

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

Request approval for the FY18 Fill the Gap Grant Application in the amount of \$134,052.48. These funds are generated from court fines and fees and set aside for necessary court operations within Apache County. The State regulates these funds and requires this application submission each fiscal year, as well as a final accounting at the end of that fiscal year. The requested amount is within the Court's budget.

BOS Meeting Date Requested 09/05/2018

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 _____

FILL THE GAP (FTG) APPLICATION

A. APPLICANT INFORMATION

1. COURT NAME: APACHE COUNTY SUPERIOR COURT		
2. CONTACT PERSON: SUEANNE CZARNYSZKA	3. TITLE: SUPERIOR COURT – PROGRAM COORDINATOR	
4. ADDRESS (STREET, CITY, STATE, ZIP): PO BOX 667, 70 W. 3 RD STREET SOUTH, ST. JOHNS, ARIZONA 85936		
5. PHONE: (928) 337-7677	6. FAX: (928) 337-7586	7. E-MAIL ADDRESS: SCZARNYSZKA@COURTS.AZ.GOV

B. BUDGET INFORMATION

8. PROJECT TITLE: AUTOMATION & STAFFING SUPPORT		
9. BEGIN DATE: 7-1-2018		END DATE: 6-30-2019
10. AMOUNT STATE FTG REQUESTED: \$15,328.00	AMOUNT LOCAL FTG REQUESTED: \$134,052.48	LOCAL BALANCE (COURT PORTION): \$ 207,598.00 AS OF: 6-30-2018 (CERTIFIED BY LOCAL FINANCE)
11. OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE \$ AMOUNT): N/A		
12. ☐ NEW REQUEST	☒ CONTINUE PROJECT – TIME & \$ ☐ CONTINUE PROJECT – ADDITIONAL STAFF GPT #1201FTG001	☐ EXTEND PROJECT MORE TIME NO ADDITIONAL FUNDS GPT #

C. PROJECT INFORMATION

13. DESCRIPTION OF PROJECT PLAN.
FTG MONIES WILL BE USED TO CONTINUE TO PROVIDE AUTOMATION AND STAFFING SUPPORT. APPROXIMATELY 75% OF APACHE COUNTY'S ACAP DEVICE FEES WILL BE PAID WITH FTG FUNDS. STAFF POSITIONS TO BE FUNDED, IN PART, BY FTG FUNDS INCLUDE A JUDGE PRO TEM.

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

Apache County Courts continue to operate within the pre-FY09 funding levels.

Fill the Gap funding will enable Apache County courts to retain current staffing levels and to provide staff with the necessary tools and training to effectively perform their duties. Judicial staff has absorbed additional responsibilities due to a substantial increase in criminal case filings over the past several years. FTG monies will fund a portion of the salary and ERE of a part-time Judge Pro Tem. The Pro Tem position is essential to timely case processing. This position holder has taken on a greater role in case assignments.

A portion of the requested funding will be used for ~~non~~ non-employee costs that include ACAP device fees for most court personnel.

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

- REDUCTION IN TIME FROM CASE FILING TO CASE DISPOSITION FROM FY18 TO FY19;
- DEVELOPING AND IMPLEMENTING A TRAINING MANUAL FOR THE LIMITED JURISDICTION COURTS TO ASSIST IN A MORE UNIFORM WORKFLOW PROCESS;
- GREATER USE OF TECHNOLOGY IN BOTH THE GENERAL AND LIMITED JURISDICTION COURTS, INCLUDING UTILIZING VIDEO CONFERENCING FOR INITIAL APPEARANCES AND THE ONBASE/AJACS ROLLOUT IN THE LIMITED JURISDICTION COURTS; AND
- CONTINUED DATA CLEAN-UP IN ALL APACHE COUNTY COURTS.

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE).

PERSONNEL	\$	88,880.48
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	3,000.00
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	
COMPUTER EQUIPMENT (ACAP DEVICE FEE)	\$	57,500.00
TOTAL	\$	149,380.48

PLEASE ENTER THE PORTION FROM THE ABOVE WHICH YOU ARE USING TO SUPPLANT COSTS THAT WERE PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS IN THE PRIOR YEAR. (SESSION LAW IN CURRENT YEAR SUSPENDING SUPPLANT CLAUSE IN A.R.S. 12-102.02 AND 12-102.03). IF NOT APPLICABLE, PLEASE PUT N/A.

\$ N/A

E. BUDGET (CLERK OF THE COURT)

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT/FURNITURE	\$	
COMPUTER EQUIPMENT	\$	
TOTAL	\$	.00

PLEASE ENTER THE PORTION FROM THE ABOVE WHICH YOU ARE USING TO SUPPLANT COSTS THAT WERE PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS IN THE PRIOR YEAR. (SESSION LAW IN CURRENT YEAR SUSPENDING SUPPLANT CLAUSE IN A.R.S. 12-102.02 AND 12-102.03). IF NOT APPLICABLE, PLEASE PUT N/A.

\$ N/A

F. BUDGET (JUSTICE COURT)

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	
COMPUTER EQUIPMENT	\$	
TOTAL	\$	

PLEASE ENTER THE PORTION FROM THE ABOVE WHICH YOU ARE USING TO SUPPLANT COSTS THAT WERE PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS IN THE PRIOR YEAR. (SESSION LAW IN CURRENT YEAR SUSPENDING SUPPLANT CLAUSE IN A.R.S. 12-102.02 AND 12-102.03). IF NOT APPLICABLE, PLEASE PUT N/A.

\$ N/A

G. PERSONNEL EXPENDITURE DETAIL**SUPERIOR COURT**

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
0.88 FTE	Judge Pro Tem [S-\$67190.80; ERE-\$21,689.68]	\$ 88,880.48
		\$
		\$
		\$
		\$
Total		\$ 88,880.48

CLERK OF THE COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
	N/A	\$
		\$
		\$
		\$
		\$
Total		\$.00

JUSTICE COURTS

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
	N/A	\$
		\$
		\$
		\$
		\$
Total		\$.00

H. EQUIPMENT EXPENDITURE DETAIL/OTHER OPERATING**SUPERIOR COURT**

Type of Equipment/Other Operating	Amount
Travel - Judge Pro Tem - \$3,000.00	\$ 3,000.00
ACAP Device Fees	\$57,500.00
	\$
	\$
	\$
Total	\$ 60,500.00

CLERK OF THE COURT

Type of Equipment/Furniture/Other Operating	Amount
	\$
	\$
	\$
	\$
	\$
Total	\$.00

JUSTICE COURT

Type of Equipment	Amount
	\$
	\$
	\$
	\$
	\$
Total	\$.00

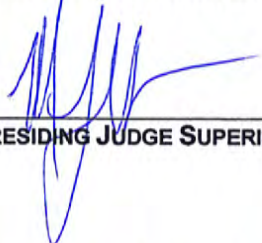
I. SIGNATURES OF SUBMITTING PARTIES

☒ AGREE

☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE

☐ DISAGREE (ATTACH EXPLANATION)



PRESIDING JUDGE SUPERIOR COURT

8/14/18

DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Michael Latham

PLEASE PRINT NAME

PLEASE PRINT NAME

☐ AGREE

☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE

☐ DISAGREE (ATTACH EXPLANATION)

CLERK OF THE SUPERIOR COURT

DATE

PRESIDING JUSTICE OF THE PEACE

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

☐ AGREE

☐ DISAGREE (ATTACH EXPLANATION)

AN ELECTED JUSTICE OF THE PEACE

DATE

PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:

csdgrants@courts.az.gov

OR

ADMINISTRATIVE OFFICE OF THE COURTS

THEA WALSH, GRANT SPECIALIST

COURT SERVICES DIVISION

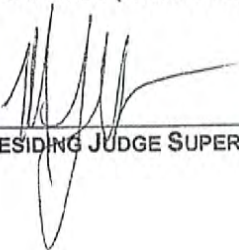
1501 W. WASHINGTON, SUITE 410

PHOENIX, AZ 85007

I. SIGNATURES OF SUBMITTING PARTIES

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)



 PRESIDING JUDGE SUPERIOR COURT

8/14/18

 DATE

CHAIRMAN, BOARD OF SUPERVISORS _____

 DATE

 PLEASE PRINT NAME

 PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

Annell R. Hounshell 8/23/18

 CLERK OF THE SUPERIOR COURT DATE

 PRESIDING JUSTICE OF THE PEACE _____

 DATE

Annell R. Hounshell

 PLEASE PRINT NAME

 PLEASE PRINT NAME

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

AN ELECTED JUSTICE OF THE PEACE _____

 DATE

 PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:

csdgrants@courts.az.gov

OR

ADMINISTRATIVE OFFICE OF THE COURTS
 THEA WALSH, GRANT SPECIALIST
 COURT SERVICES DIVISION
 1501 W. WASHINGTON, SUITE 410
 PHOENIX, AZ 85007

I. SIGNATURES OF SUBMITTING PARTIES

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

[Signature]
 PRESIDING JUDGE SUPERIOR COURT

5/14/18
 DATE

PLEASE PRINT NAME

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CHAIRMAN, BOARD OF SUPERVISORS

DATE

PLEASE PRINT NAME

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CLERK OF THE SUPERIOR COURT

DATE

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

[Signature]
 PRESIDING JUSTICE OF THE PEACE

8/21/18
 DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

AN ELECTED JUSTICE OF THE PEACE

DATE

PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:

csdgrants@courts.az.gov

OR

ADMINISTRATIVE OFFICE OF THE COURTS
 THEA WALSH, GRANT SPECIALIST
 COURT SERVICES DIVISION
 1501 W. WASHINGTON, SUITE 410
 PHOENIX, AZ 85007

RECEIVED

AUG 21 2018

PIERCE JUSTICE COURT
 SANDERS, ARIZONA 86512

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

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature: _____

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

Request approval for Legal Holiday Designation for Apache County Superior Court. The Apache County Superior Court would like to transact business on the second Monday in October (Columbus Day), and to remain closed on the Fourth Friday in November, which would be designated a legal holiday for Apache County Superior Court. This is pursuant to ARS 12-127 (C) (D)

BOS Meeting Date Requested 9/5/2018

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 _____

12-127. Days for transaction of business; exceptions

A. The superior court shall at all times be open for transaction of business except on nonjudicial days. The superior court shall not transact business on a legal holiday except:

1. To give, on its request, instructions to a jury deliberating on its verdict.
2. To receive a verdict or discharge a jury.
3. For the exercise of the powers of a magistrate in a criminal action or in a proceeding of a criminal nature.

B. Writs of injunction, attachment, garnishment, replevin and prohibition may be issued and served on any day.

C. With the approval of the presiding judge of the county, business shall be transacted in the division of the superior court of that county on the second Monday in October if the board of supervisors designates the Friday after the fourth Thursday in November a legal holiday in place of the second Monday in October.

D. A division of the superior court shall not be open for the transaction of business on the Friday after the fourth Thursday in November if the division of the superior court of that county is open for the transaction of business on the second Monday in October pursuant to subsection C of this section.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

8/21/18 *ASW*

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 increase the amount within the contract agreement with Bruce Greco, Natural Resources Liaison for an additional \$15,000.

BOS Meeting Date Requested

9/5/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

INDEPENDENT CONTRACTOR AGREEMENT
(Apache County Natural Resource Liaison and Intergovernmental Relations)

This Agreement for independent contractor services is entered into between Apache County acting by and through the Board of Supervisors ("County") and SW Ecology L.L.C., and its agent, Bruce Greco ("Contractor") as follows:

RECITALS:

1. The County desires to contract with an outside professional provider to represent its citizens in negotiations with the U.S. Forest Service, Bureau of Land Management, Legislative Bodies and other parties.
2. The Contractor is competent to provide these services on behalf of the County

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

SERVICES

- Assistance in the coordination of natural resource planning, issues analyses and decision support to County;
- Coordination of National Environmental Policy Act (NEPA) projects and roles and responsibilities of the County as a Coordinating Agency under NEPA;
- Management of environmental reviews related to federal actions which require County social, cultural and economic impact analyses and reporting;
- Review areas for policies and/or ordinance development, where directed. Develop ordinance proposals where appropriate;
- Assist in intergovernmental relations with federal and state agencies when appropriate.
- Coordinate Apache-Sitgreaves National Forest ("ASNF") planning, including wildfires proposal;
- Add forest health specific component to the County Land Plan for United States Forest Service consistency reviews in the ASNF and plan revisions;
- Other such resource planning, management and analysis of projects involving natural and socioeconomic resources as directed by the County Board of Supervisors.

FINANCIAL

As full and complete compensation for the services to be provided by Contractor, the County shall pay to the Contractor a fixed rate fee of forty dollars (\$40.00) per hour, not to exceed a total annual amount of \$40,000.00 per year, an amount agreed upon by all parties. This Agreement shall remain in full force and effect for the period of two years, with an automatic renewal for a third year unless earlier terminated by the parties.

Contractor will be compensated by the County for all reasonable and necessary costs incurred in the performance of his services; however, the sum of Contractor's compensation described above and all reasonable costs described herein shall not exceed a total combined amount of \$40,000.00. Allowable costs include, but are not limited to, travel expenses, out-of-state travel, lodging, conference and seminar registrations, hiring of experts, supplies for the performance of duties, and cost of media correspondence and presentations.

On Monday of each week, the Contractor will submit to the County an invoice for services provided the previous week, along with digital scans of any receipts to which the contractor is seeking reimbursement. The County will submit a demand to Apache County Finance. Payment will be made directly to the 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. The Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.
2. Disputes
 - a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
 - b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.

- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

3. Termination of Contract

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

- a. The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.
 - 1. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.
 - 2. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract.
- b. Contractor may terminate this contract at any time with thirty (30) days notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.
- d. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

4. Default

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

d. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

5. Independent Contractor

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits 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 the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

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

7. Record Retention

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

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Insurance and Indemnification

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by County;
- b. If required by law, workers' compensation coverage including employees' liability coverage.

Contractor shall provide County with current certificates of insurance. Contractor shall provide to the County written guarantee of thirty (30) days written notice to the County of cancellation, non-renewal or material change.

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

9. Agency

Contractor shall have authority to act as an agent for County in negotiations with the US Forest Service and any other agencies as required in the performance of its services, excepting that Contractor may not financially obligate the County without prior written consent of the County Board of Supervisors.

10. Travel

Contractor will be reimbursed for travel as a cost pursuant to the Financial section of this Agreement.

11. Cancellation for Conflict of Interest

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

12. Assignment

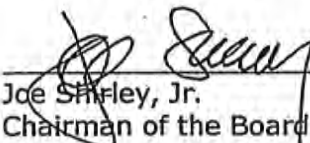
The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's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

Effective Date: March 21, 2017

Expiration Date: December 31, 2018

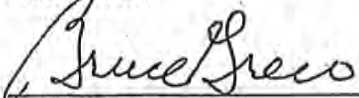
In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the County:


Joe Shirley, Jr.
Chairman of the Board of Supervisors

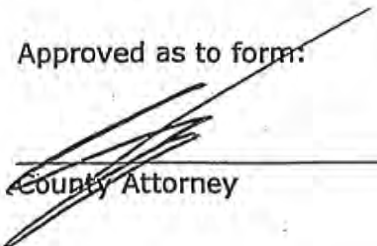
Date 3-21-17

Contractor:


Bruce Greco

Date 3-21-2017

Approved as to form:


County Attorney

Date 3-21-17

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

date/time stamp

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

Judith A. Bender, Chief Deputy Assessor

Date/Signature: 08-15-2018

Judith A. Bender

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

Request approval to hire Ms. Barbara Gomez to fill vacant Certified Chief Appraiser position, with a starting salary of \$58,000. The requested salary to be funded with existing budgeted funds. Filling this position will not affect the budget nor cost the County or Assessor additional funds.

BOS Meeting Date Requested September 5, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature

J. McCarthy

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

APACHE COUNTY ASSESSOR

Rodger Dahony



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

Vacant Certified Chief Appraiser

BACKGROUND: At the April 3, 2018 board meeting, the Board of Supervisors previously approved hiring Mr. Darren Rasmussen to fill the vacant Certified Chief Appraiser position at a salary of \$58,000. Mr. Rasmussen ended up not accepting the position. After an exhaustive search to fill the position, the Assessor found Ms. Barbara Gomez. Ms. Gomez brings a wealth of experience encompassing all disciplines of mass appraisal and supervisory experience having worked in both Yuma and Coconino counties. Ms. Gomez has a Bachelor of Science degree from Northern Arizona University and is IAAO Level I and Level II certified. Ms. Gomez is a veteran of the United States Air Force.

PRO: It is critical that this position be filled with a well-rounded experienced mass appraiser with supervisory, project management and training experience. The candidate before you is a motivated, team oriented individual with over 20 year of valuation experience working in mid-size jurisdictions.

PRO: The candidate selected for this position will perform work of considerable difficulty in overseeing/supervising the locally assessed appraisal function, including meeting productivity goals and performance standards and maintaining department policies and procedures. The candidate will provide continuous education and coaching, advise the Assessor and Chief Deputy Assessor in setting office policy and procedures as well as represent the Assessor at community outreach functions. The candidate before you possesses the required skills, abilities and years of experience to perform the duties of this position.

PRO: The candidate in question will be immediately productive and able to perform the duties of this position with little or no training. In addition, this candidate offers a solution for succession planning in the event upper management positions are vacated through attrition.

PRO: This candidate directly supports the Mission and Vision of the Assessor's office.

CON: Without the addition of this candidate to the Assessor's office, the Assessor's appraisal staff will continue to languish while this position remains vacant and another recruitment begins.



CERTIFIED CHIEF APPRAISER
Assessor's Office

Effective Date:	6/01/2018
Range:	48
Minimum:	\$41,492
Midpoint:	\$51,865
Maximum:	\$62,238

NATURE OF WORK:

Under general direction performs work of considerable difficulty in overseeing/supervising the locally assessed appraisal functions, including meeting productivity goals and performance standards. Maintains department policies and procedures. Provides continuous education and coaching. Advise the Assessor and Chief Deputy Assessor in setting office policy and procedures. Performs other related work as assigned.

TYPICAL DUTIES:

- Oversees and directs the work of personal property and real property appraisal sections.
- Assists appraisal staff in resolving issues and complaints.
- Represents the Assessor in the administrative appeal process as well as all tax litigation cases which involves working with tax consultants, attorneys, and property owners.
- Researches and provides testimony as an expert witness before the Arizona Tax Court.
- Provides updates and impacts on pending and final tax litigation cases to the County Manager, Board of Supervisors and other government agencies.
- Develops and maintains written procedures and guidelines for implementation of appraisal policies.
- Consults with developers, architects, investors, tax consultants, attorneys, property owners, and other groups regarding various valuation and property tax questions and issues.
- Performs various appraisal studies and analysis.
- Develops and implements training, policies and procedures, provides guidance to employees in assessment procedures.
- Performs and assists in the appraisal of the most difficult and complex properties, developments and land valuation.
- Prepares and maintains records and reports including sales statistical analysis, defining neighborhoods and applying appropriate market adjustments.
- Participates in the preparation of the department's budget.
- Manages and leads projects of varying scopes.

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of:

- Principles, practices and techniques of all property assessment disciplines affecting all property types including Centrally Valued Property that is valued by the Arizona Department of Revenue.

- Statutes and guidelines affecting property assessment, legal decisions handed down by the courts, guidelines and procedures published by the Arizona Department of Revenue.
- Principles and practices of positive supervision, project management and general business management.

Ability to:

- Coordinate the work flow of others.
- Analyze complex data and suggest appropriate actions.
- Develop and implement policies and procedures.
- Work safely and support the culture of workplace safety.
- Establish and maintain effective working relationships with employees, county departments, other agencies and the public.
- Follow written and verbal instructions.
- Communicate effectively orally and in writing.

Skill In:

- A significant level of trust and diplomacy is required, in addition to normal courtesy and tact. Work involves extensive personal contact with others and/or can be of a personal or sensitive nature. Work may involve motivating or influencing others. Outside contacts become important and fostering sound relationships with other entities (organizations and/or individuals) is necessary.
- Working with Elected Officials, Boards and Regulatory Agencies.

EXPERIENCE AND EDUCATION:

High school diploma or public or business administration bachelor's degree preferred.

Five years of progressively responsible work experience in property assessment including two years of supervisory experience; OR, any combination of education, training and experience which demonstrates the ability to perform the duties of the position.

Must possess Level II certification for property assessment from the Arizona Department of Revenue (or be able to gain licensure within 1 year of hire).

International Association of Assessing Officers (IAAO) or Appraisal Institute designation preferred.

Possession of a valid Arizona driver's license (or ability to obtain one within 3 months).

Apache County



Office of the Assessor

Honorable Rodger Dahozy

Mission Statement

To be responsive to our citizens, delivering accurate and fair property assessments annually, while inspiring confidence in local government.

Our Vision

- To be leaders in property tax valuation and administration.
- To provide superior customer service and transparency in the eyes of our citizens, communities and employees.
- To provide innovative cost-effective solutions.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Superintendent of Schools

Date/Signature: 8-1-18 Jennifer Alvares

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

Agree and sign Intergovernmental Agreement between Apache County Schools Business Consortium and Apache County for the provision of Internet Transport Services.

BOS Meeting Date Requested Sept 2018

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

INTERGOVERNMENTAL AGREEMENT
FOR
PROVISION OF INTERNET TRANSPORT SERVICES

This Agreement is entered into by and between the Apache County Schools Business Consortium (the "Consortium") and Apache County ("Client") pursuant to A.R.S. § 11-952.

I. PURPOSE:

The purpose of this Agreement is to establish the relationship between the Consortium and the Client and outline the duties of each in the Consortium's provision of I.T. services to the Client and employees of Client in the furtherance of Client's duties.

II. DURATION:

This Agreement shall be in effect for five years. Termination of this Agreement may be accomplished at any time with ninety (90) days written notice. The Agreement will automatically terminate in five years from the effective date of this agreement unless mutually extended by the parties, or will terminate as provided below in Section VI, Termination.

III. AUTHORITY:

The Consortium is a service provided by and presided over by the Apache County School Superintendent and is authorized to enter this Agreement pursuant to the authority of the Superintendent pursuant to A.R.S. § 15-365.

Client is authorized to enter this agreement pursuant to A.R.S. § 11-952.

IV. FUNDING/COSTS:

The estimated cost of services will be provided by the Consortium to Client each year following a Consortium annual meeting to be scheduled prior to March 31. In such meeting, each member/client of the Consortium (other than Client) will select desired services from a list of

available services that will be provided by the Consortium, and the Consortium's overall budget shall be set accordingly. Client agrees that the amount it is charged for services under this Agreement shall be based on the total budget of the Consortium divided by each member/client of the Consortium taking into account the amount of services to be provided to each member/client.

The cost to Client of Consortium services under this Agreement shall not exceed \$36,300.00 in any one year period. However, should costs to the Consortium increase beyond the anticipated amount making this number insufficient, the amount may be increased pursuant to mutual consent by a written agreement.

The total annual cost to Client shall be divided by twelve (12) monthly payments and each payment shall be due on the first day of each month.

V. DUTIES OF THE PARTIES:

The Apache County Schools Business Consortium will provide the following services to Client:

- Networking support required in providing Internet and WAN links to Client. Such support shall include cables, wiring and other physical support, along with software and technical support.
- The Consortium will negotiate and work with vendors to provide Internet access to Client at the best possible price and quality.
- Establishment and support of services such as Email Spam filtering.
- Upon request, general monitoring of the network as needed to help in trouble shooting and decision making.

Generally, Client will purchase, and may do so by contract, all equipment, software licenses, and other materials required by Client to perform the functions of its office. The Consortium will assist in installing computer equipment and software purchased by Client. Client agrees to provide legal and physical access to all computer software and hardware, including servers and wiring, that Consortium deems necessary to complete its obligations under this Agreement. Client shall also pay to Consortium the amount described in Section IV above.

VI. TERMINATION:

A. This Agreement shall be in effect upon the date last signed by any party, and shall continue as specified in Section II above unless sooner terminated as provided in this Section.

C. This Agreement may be terminated by any party 90 days after the delivery of written notice to the other party.

D. This Agreement may be terminated by any party 15 days after the delivery of written notice to the other of that party's intent to terminate where the terminating party alleges a breach of any material term of this Agreement or the inadequacy of available funds to proceed further.

E. Notice of termination shall be in writing delivered either in person or by certified mail, and shall be directed to the signatories or their successors in office.

F. Upon termination all computer equipment, including monitors, hard drives, software and software licenses purchased by Client prior to the execution by either Client or by the Consortium with funds provided by Client and performed under this Agreement shall remain property of Client. Any equipment previously purchased or maintained by the Consortium prior to the execution of this Agreement shall remain property of the Consortium.

VII. INDEMNIFY AND HOLD HARMLESS:

Each party (as Indemnitor) agrees to indemnify, defend, and hold harmless the other party (as Indemnatee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys 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 or derivative liability to the Indemnatee are caused by the act,

omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. CONFIDENTIALITY:

As used within this Section, the "Confidential Information" of Client shall mean any and all information disclosed by Client to Consortium, or any and all information learned by Consortium or any of Consortium's employees in the course of his or her duties with Client.

Consortium agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by County, and will use the Confidential Information for no purpose other than in performing the obligations of Consortium pursuant to this Agreement or as otherwise permitted by Client by written consent.

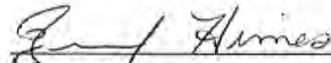
Notwithstanding the above, Consortium may disclose certain Confidential Information of Client without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Consortium provides Client with reasonable effort prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Client in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

Upon termination or expiration of this Agreement or upon the end of services provided by Consortium to Client, the Consortium will promptly return to Client or destroy all documents and other tangible materials representing Client's Confidential Information and all copies thereof.

IX. CONFLICT OF INTEREST:

The parties acknowledge notice of ARS section 38-511 which provides for cancellation of contracts entered into or maintained in violation of this section of the Arizona conflict of interest statutes, such statute is incorporated herein by reference.

FOR AND ON BEHALF OF THE
CONSORTIUM



Manager

DATE: 8-1-18

FOR AND ON BEHALF OF CLIENT

Ryan Paterson
COUNTY MANAGER

DATE: _____

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

date/time stamp

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

R. Barry Williams

Date/Signature: 08/27/2018

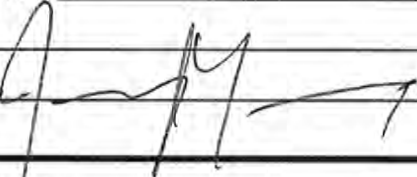
Describe in detail what you want to say to the Board and what action you want the Board to take:

Superintendent of Schools Department: Request approval to cancel the school districts elections and appoint the persons who filed the required paperwork to fill the positions for the following districts: St. Johns Unified School District #1 "three" 4 year terms, Concho Elementary Dist#6 "two" 4 year terms, Alpine Elementary Dist#7 "two" 4 year terms, Vernon Elementary Dist#9 "one" 2 year term and "one" 4 year term, Round Valley Unified School Dist#10 "three" 4 year terms, Chinle Unified School District #24 "two" 4 year terms, Red Mesa Unified School Dist#27 "one" 4 year term, N.A.T.I.V.E. CTED Dist#36 – Chinle "one" 4 year term, and N.A.T.I.V.E. CTED Dist#36 – Red Mesa "one" 4 year term

BOS Meeting Date Requested 09/05/2018

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
Superintendent of Schools
P.O. Box 548, St. Johns, Arizona 85936
Telephone: (928) 337-7539
Fax: (928) 337-2033

R. Barry Williams
Superintendent
Jill Hoover
Chief Deputy

August 27, 2018

The Honorable Board of Supervisors
Apache County
75 West Cleveland
St. Johns, Arizona 85936

Dear Members of the Board

In accordance with A.R.S. 15-424, I respectfully request the Apache County Board of Supervisors cancel the following school district elections and appoint the qualified governing board candidates that appear below.

<u>School District</u>	<u>Seats</u>	<u>Term</u>	<u>Candidates</u>
St. Johns USD #1	3	4 Year	David Eisley
		4 Year	Brent Overson
		4 Year	Eve Patterson
Concho ESD #6	2	4 Year	Kristina Barber
		4 Year	Roger Brown
Alpine ESD #7	2	4 Year	Bob Nelson
		4 Year	Linda Sonive
Vernon ESD #9	1	2 Year	Irene M. Humphrey
	1	4 Year	John Wilhelm
Round Valley USD #10	3	4 Year	Terry Oldham
		4 Year	Terry Shove
		4 Year	Jeff Soderquist
Chinle USD #24	2	4 Year	Paul Guy Jr.
		4 Year	Wayne Claw
Red Mesa USD #27	1	4 Year	Martha Saggboy
N.A.T.I.V.E. CTED #36	1 (Chinle District)	4 Year	Anderson Jones
N.A.T.I.V.E. CTED #36	1 (Red Mesa District)	4 Year	Lee J. Zhonnie

Sincerely,

R. Barry Williams
Apache County School Superintendent

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: 8/16/18 [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 Intergovernmental Agreement (IGA) between Apache County and Arizona Department of Transportation ADOT IGA/JPA 15-0005714-I Amendment No. One: 18-007037-I Project Location Stanford Dr., US 60, to Besa Ranch Road Estimated County Cost \$44,015.00

BOS Meeting Date Requested 9/4/18

PRE-AGENDA ITEM REVIEW

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

Legal Review:

emailed 8/14/18 OK per email 8/22/18

Signature:

Finance Review:

emailed 8/14/18 OK per email 8/21/18

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Tamie Herrick

From: Joe Young
Sent: Wednesday, August 22, 2018 2:23 PM
To: Tamie Herrick; Michael Whiting; David Lamm
Subject: RE: approval needed on this IGA for BOS in September

The amendment is fairly limited, I have no legal issues with the document.

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

From: Tamie Herrick [mailto:therrick@co.apache.az.us]
Sent: Monday, August 20, 2018 9:54 AM
To: Michael B. Whiting; Joe Young; David Lamm
Subject: approval needed on this IGA for BOS in September

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

20180820100621844

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

Tamie Herrick

From: David Lamm
Sent: Tuesday, August 21, 2018 8:11 AM
To: Tamie Herrick
Subject: RE: 15-0005714-Amend 1-Dist NE-Apache County-T004401C-

Tamie,

This looks ok. ^,

Thanks,

David Lamm

Interim Finance Director - Apache County

75 W. Cleveland St.

St. Johns, AZ 85936

(928) 337-7634

dlamm@co.apache.az.us

From: Tamie Herrick
Sent: Tuesday, August 14, 2018 9:54 AM
To: Michael Whiting <mwhiting@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Subject: 15-0005714-Amend 1-Dist NE-Apache County-T004401C-

Needing to put on the Agenda for the BOS on September 4th, 2018. Please review item and sign off on this. Thank you,
Tamie Herrick, Apache County Engineering

ADOT File No.: IGA.: 15-0005714-I
Amendment No. One: 18-0007037-I
AG Contract No.: P001 2016 000446X
Project Location/Name: Stanford Dr.; US
60 to Resa Ranch Road
Type of Work: Pavement Preservation
Federal-aid No.: AAP-0(205)T
ADOT Project No.: T0044 01D-01C
TIP/STIP No.: AAP18-005D & AAP 21-
004C
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: n/a

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
APACHE COUNTY

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the APACHE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "COUNTY"). The County and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 15-0005714-I, A.G. Contract No. P001 2016 000446, was executed on March 7, 2016, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the County is empowered by A.R.S § 11-251 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the construction funding. The Parties desire to amend the Original Agreement as follows:

I. RECITALS

Section I, Paragraph 7. is revised, as follows:

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0044 01D (scoping/design):

Federal-aid funds @ 94.3%*	\$ 193,260.00
County's match @ 5.7%	<u>\$ 11,682.00</u>
Subtotal – Scoping/Design	\$ 204,942.00

T0044 01C (construction):

Federal-aid funds @ 94.3%	\$ 728,185.00
County's match @ 5.7%	<u>\$ 44,015.00</u>
Subtotal – Construction**	\$ 772,200.00
TOTAL Estimated Project Cost	\$ 977,142.00
Total Estimated County's Funds	\$ 55,697.00
Total Federal Funds	\$ 921,445.00

* (Includes ADOT Project Development Administration (PDA) formerly referred to as Project Management & Design Review (PMDR) Cost)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

Section II, Paragraph 1.e. is revised, as follows:

1. The State will:

- e. After completion of design and prior to bid advertisement, invoice the County for the County's share of the Project construction costs, estimated at \$44,015.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the Construction phase of the Project.

Section II, Paragraph 2.d. is revised, as follows:

- 2. The County will:
 - d. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the County's Project construction costs, estimated at \$44,015.00. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 18. and 19. are added, as follows:

- 18. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
- 19. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

APACHE COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
ALTON JOE SHEPHERD
Board Supervisors - Chairman

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
RYAN PATTERSON
Clerk of the Board

ATTORNEY APPROVAL FORM FOR APACHE COUNTY

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and APACHE COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to Apache County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2018.

MICHAEL B. WHITING

County Attorney

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

FileToForm (11/01)

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

Date/Signature: _____

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

Human Resources: Discussion and possible approval to extend the temporary employment of Genesis Briceno for 180 days.

BOS Meeting Date Requested September 5, 2018

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: 

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 _____

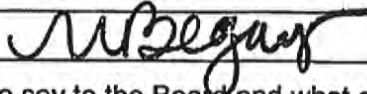
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

12/29/2015

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

Apache County Treasurer

Date/Signature: 8/14/2019



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

Treasurer office requests discussion and possible approval to extend temporary employee Nathalia Scarbrough for an additional 180 days.

BOS Meeting Date Requested: September 5, 2018

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**

12/28/2015

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

Apache County Treasurer

Date/Signature: 8/14/2019 MBegay

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total tax to be abated: 15,856.30, Total Interest to be abated: 10,980.40; Total fees to be abated: 0. For a total of 26,836.70. For a list of parcels included in the abatement, see the attached backup.

BOS Meeting Date Requested September 5, 2018

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 _____

Approved by the BOS Oct. 20, 2015



Apache County Treasurer
Certificate of Removal and Abatement

5.2.3. Total of Personal Property

Total

**Dr. Joe Sharkey is
Board Chairman**

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number M9900249

Parcel 10629016

Legal Description

Situs Address

SERIAL: 04766145U YEAR: 1976 MAKE: BUDDY SKYLINE SIZE: 12 X 48, SERIAL:
04766145X YEAR: 1976 MAKE: BUDDY SKYLINE SIZE: 12 X 48

Account: M9900249
STANFORD BILLY JO
C/O:STANFORD JAMES
PO BOX 713
VERNON, AZ 85940

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2017	\$85.92	(\$85.92)	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$72.94	(\$72.94)	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$52.94	(\$52.94)	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$47.58	\$0.00	\$29.18	\$0.00	\$0.00	\$76.76
2013	\$27.68	\$0.00	\$21.41	\$0.00	\$0.00	\$49.09
2012	\$34.06	\$0.00	\$31.79	\$0.00	\$0.00	\$65.85
2011	\$42.30	\$0.00	\$46.25	\$0.00	\$0.00	\$88.55
2010	\$53.52	\$0.00	\$0.71	\$0.00	(\$54.23)	\$0.00
2009	\$51.99	\$0.00	\$7.62	\$0.00	(\$59.61)	\$0.00
2008	\$60.23	\$0.00	\$5.62	\$0.00	(\$65.85)	\$0.00
Total Tax Charge						\$280.25
Grand Total Due as of 08/14/2018						\$280.25

Make payment to:

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

To pay online go to www.co.apache.az.us/treasurer

To pay by phone with a live operator call 1-888-891-6064

Interest the 1st of every month

VERNON FIRE DISTRICT ENCOUNTER FORM

Date: 11-22-10

Call # 10-249

In District V Out District _____ Mutual Aid _____ State Land _____

Fire V EMS _____ MVA _____ HazMat _____ Assist _____ Other _____

Time of Call: 0906 Responding: 0907 First Apparatus O/S: 0907

ALS O/S: _____ Ambulance O/S: 0920 Unit#: SLEMS

Fire Control: _____ Units AOR: 1219 In Quarters: 1219 In Service: 1630

Call Received From: Chief ^{Borrego} Call Back#: _____

Call Location: 8 - ACR N3115

Unit#: E2561 Personnel: R. Montgomery

Unit#: T2581 Personnel: J. Sherwood

Unit#: C2550 Personnel: J. Borrego

Unit#: PDV Personnel: D. Zitar, J. Covert, R. Pettit, H. Zitar

Water Used: _____ Gals.

Water filled: Yes

Diesel: _____ Gals. Gasoline: _____ Gals.

Supplies Used: _____

L2563 - T. Jacobs, S. Westbrook

Narrative: Smoke spotted by Chief, notified this writer. Instructed to bring Engine. Initial attack by Chief, this writer engineered, J. Sherwood ran to Sta. 1, returned with T2581. O/A additional personnel, defensive/internal attacks from A-C sides. Assist from CFD Tender IFF. After fire under control/extinguished, salvage/overhaul performed, Cleared scene, Returned apparatus to in-service status.

R. Montgomery

11-22-10

CAD INCIDENT REPORT

101122008

11/22/2010

Location NEAR STATION #1				Cross Streets			City VERNON		
Incident Type FIRE - FIRE CALL				Call Taker JAMES, KIMRI			Dispatcher JAMES, KIMRI		
Date 11/22/2010	Priority 1	Primary Unit 1420	Bent	Fire Zone	Area VFD	Map	Source TELEPHONE CALL		
Caller Name VERNON FIRE				Caller Address				Caller Phone	
Dispositions CLEARED, CLEARED, CLEARED				Weapon		Alarm Level		Case Number	
Vehicles				Associated Incidents					
Incident Times		Special Circumstances							
Received 09:05:58		Persons							
Created 09:06:32									
Dispatched 09:06:50									
En Route 09:06:50									
On Scene 09:23:26									
Closed									
Rcvd-Closed N/A									
Unit Times	Officer	Dispatched	Enroute	On Scene	Clear	Disp-On Scene	On Scene-Clear	Disp-Clear	
1420		09:06:50	09:06:50	09:30:23		23:33	N/A	N/A	
1400		09:07:04	09:07:04	09:30:21		23:17	N/A	N/A	
2563		09:11:32	09:11:32	09:23:26	12:19:38	11:54	2:56:12	3:08:06	
2571		09:12:56	09:12:56		12:19:31	N/A	N/A	3:06:35	
A11	McCall, Mnc	10:16:12	10:16:12	10:44:39	11:47:20	28:27	1:02:41	1:31:08	
Incident Comments									
Structure fire, requesting tender support from Concho Fire.									
Property owner is Billy Stanfield.***F3711									
TIME	#	EVENT							
09:06:32	1	Incident initiated at near Station #1, Vernon							
09:06:32	2	Unverified location: near Station #1, VERNON							
09:06:50	3	1420 ENRT. near Station #1, Vernon							
09:07:04	4	1400 ENRT. near Station #1, Vernon							
09:11:32	5	2563 ENRT. near Station #1, Vernon							
09:12:56	6	2571 ENRT. near Station #1, Vernon							
09:15:26	7	Show Low EMS on 582							
09:23:26	8	2563 ONSCEN.							
09:30:21	9	1400 ONSCEN.							
09:30:23	10	1420 ONSCEN.							
09:51:02	11	1400 BUSY.							
09:51:04	12	2563 BUSY.							
09:51:06	13	1420 BUSY.							
10:16:12	14	A11 ENRT. near Station #1, Vernon							
10:16:22	15	2571 BUSY.							
10:44:39	16	A11 ONSCEN.							
11:02:22	17	Incident comments changed							
11:12:51	18	Incident comments changed							
11:22:08	19	Released CFD per Vernon.							
11:47:20	20	A11 10-8.							
12:19:31	21	2571 10-8.							
12:19:38	22	2563 10-8.							



8232 20101213 (a) 000000 000000

(No. 1500)

851

8232 20101213 (a) 000000 000000

(No. 2000)

890



8730 2P101213 (a) curve 09657

(No. 189)

882

8730 2P101713 (a) curve 09657

(No. 177)

883



8230 20101213 (61)areens 00657

<No. 1263>

887

8230 20101213 (61)areens 00657

<No. 1263>

888



9239 20101713 Walgreens P0650

(No. 119)

889

P239 20101213 Walgreens P0650

(No. 1219)

890



80230 20101213 16100000 00050

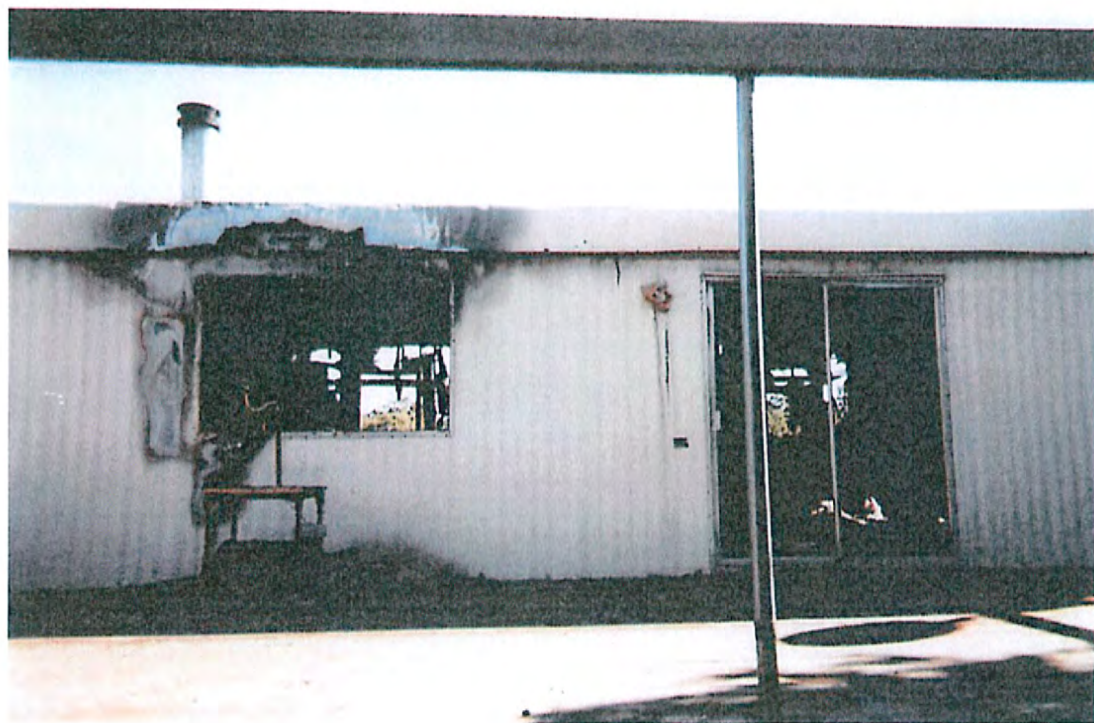
160

(1000 000)

(No. 1 000)

886

80230 20101213 16100000 00050



8238 20101213 66149000 89652

(No. 411)

896

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Angela Romero/Election Department

Date/Signature: 6/21/18 Angela C. Romero

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

1. Discussion and possible approval of the Canvass of the August 28, 2018 Primary Election.

(We will work with Beth on a date to canvass)

BOS Meeting Date Requested 9/5/18 or 9/6/18 or 9/7/18

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: Submitted to Doyle Shamley

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 8/27/18 Angela C. Romero

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

Election Department: Request approval to cancel the special district elections and appoint the persons who filed the required paperwork to fill the positions for the following districts: Alpine Fire District, Concho Fire District, ~~Ganado Fire District (Names to be drawn to determine terms for each candidate)~~, Greer Fire District, Nutrioso Fire District, Vernon Fire District, Alpine Domestic Water Improvement District, Ojo Bonito Water District, Alpine Sanitary District, Little Colorado Sanitary District, Northern Apache County Special Health Care District and White Mountain Communities Special Health Care District.

BOS Meeting Date Requested 09/05/18

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

2018 SPECIAL DISTRICT ELECTIONS

Cancellation of election and appointment of persons(s) who filed nomination papers
with the Apache County Elections Department

District	Seats Open	Candidate Name
Alpine Fire District #2	3	5 Member Board
	4 YR Term	Mike Cox
	4 YR Term	Linda Fite
	4 YR Term	LaVon Martin
Concho Fire District #9	2	5 Member Board
	4 YR Term	John Bedway
	4 YR Term	VACANT - No filing received
Greer Fire District #25	2	5 Member Board
	4 YR Term	Ronald Marshall
	4 YR Term	VACANT - No filing received
Nutrioso Fire District #45	3	5 Member Board
	4 YR Term	Angela DeWitt
	4 YR Term	David Jones
	4YR Term	Mary Widner-Anderson
Vernon Fire District #82	3	5 Member Board
	4 YR Term	Michael Maher
	4 YR Term	John Vehar
Alpine Domestic Water Improv. #2	3	5 Member Board
	4 YR Term	Oscar Miranda
	4 YR Term	Bob Nelson
	4 YR Term	VACANT - No filing received

2018 SPECIAL DISTRICT ELECTIONS

Ojo Bonito Water District #83	2	5 Member Board
	4 YR Term	Paul Bird
	4 YR Term	Sam Massey
Alpine Sanitary District # 2	3	5 Member Board
	4 YR Term	Bobby Fite
	4 YR Term	James Hoopes
	4 YR Term	Oscar Miranda
Little Colorado Sanitary District #25	3	5 Member Board
	4 YR Term	James (Jimmy) Emerson
	4 YR Term	Bruce Gabby
	4 YR Term	Robert Shupak
Northern Apache County Sp Health Care District	3	5 Member Board HD6
	2 YR Term	Cindi Burkewitz
	2 YR Term	VACANT - No filing received
	2 YR Term	VACANT - No filing received
White Mtn Communities Special Health Care District	5	5 Member Board HD6
(HD01)	4 YR Term	Derek Kidwell
(HD02)	4 YR Term	Sondra Crabtree
(HD03)	4 YR Term	Jerry Campeau
(HD04)	4 YR Term	Marilyn Slaughter
(HD05)	4 YR Term	Linda Martin

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
APACHE COUNTY, ARIZONA, CANCELLING
PURSUANT TO A.R.S. § 16-410, THE DISTRICT
DIRECTOR ELECTION CALLED BY WHITE
MOUNTAIN COMMUNITIES SPECIAL HEALTH CARE
DISTRICT FOR NOVEMBER 6, 2018 FOR THE PURPOSE
OF ELECTING FIVE DIRECTORS FOR THE DISTRICT
AND APPOINTING THE FIVE PERSONS FOR WHOM
NOMINATION PETITIONS AND PAPERS HAVE BEEN
FILED AS DIRECTORS OF THE DISTRICT**

WHEREAS, the Board of Directors of White Mountain Communities Special Health Care District (the "District") called an election to be held on November 6, 2018, for the purpose of electing five persons, one from each sub-district of the District, to serve as Directors of the District; and

WHEREAS, August 8, 2018 was the last date for persons to file nomination papers and petitions for the election to be held on November 6, 2018 and August 22, 2018, 76 days before the election, was the last date for persons to file to become write-in candidates for the election to be held on November 6, 2018; and

WHEREAS, on or prior to August 8, 2018, the following named persons declared as candidates for election as Directors of the District and timely submitted and filed the necessary nominating papers and petitions:

<u>Names</u>	<u>Sub-Districts</u>
Derek Kidwell	District 1
Sondra Crabtree	District 2
Jerry Campeau	District 3
Marilyn Slaughter	District 4
Linda Martin	District 5

; and

WHEREAS, as of August 22, 2018, no persons declared or filed to become write-in candidates for the District election to be held on November 6, 2018; and

WHEREAS, under and pursuant to the provisions of A.R.S. § 16-410, if the total number of persons who file nominating petitions to be candidates for election as District Directors and the number of persons who file to be write-in candidates for election as District Directors is less

than or equal to the number of positions to be filled at the election called for November 6, 2018, the Board of Supervisors of Apache County may, no more than 76 before the election, cancel the election and appoint the persons who filed nominating petitions or nominating papers to be a write-in candidate to the positions of Directors of the District; and

WHEREAS, as of 76 days prior to the November 6, 2018 election date, the number of persons standing for election, either through the filing of nominating petitions or filing to be a write-in candidate equals the number of positions to be filled by election; and

WHEREAS, under the circumstances, the cancelling of the District Director election called for November 6, 2018 and appointing persons to serve as District Directors will eliminate the need of the District to have an election for Director and will thereby result in a cost savings to both the District and Apache County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County, that since there are less than 76 days until the District Director election called for November 6, 2018 and within the time periods provided by law, only five persons, one from each sub-district of the District, filed nominating petitions and no persons filed to be a write-in candidate for the position as a Director of the District, the District Director election called for November 6, 2018 is hereby, pursuant to the provisions of A.R.S. § 16-410 cancelled, and the following named persons, each of whom filed nominating petitions, are hereby appointed as Directors of the District, for the sub-districts indicated, for four (4) year terms commencing November 26, 2018:

<u>Names</u>	<u>Sub-Districts</u>
Derek Kidwell	District 1
Sondra Crabtree	District 2
Jerry Campeau	District 3
Marilyn Slaughter	District 4
Linda Martin	District 5

Passed and Adopted this ____ day of _____, 2018.

Chairman, Board of Supervisors
Apache County, Arizona

ATTEST:

Clerk Board of Supervisors
Apache County, Arizona

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Created Separate Item

Date/Signature: 8/27/18 Angela C. Romero

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

Election Department: Request approval to cancel the special district elections and appoint the persons who filed the required paperwork to fill the positions for the following districts: ~~Alpine Fire District, Concho Fire District, Ganado Fire District~~ (Names to be drawn to determine terms for each candidate), ~~Greer Fire District, Nutrioso Fire District, Vernon Fire District, Alpine Domestic Water Improvement District, Ojo Bonito Water District, Alpine Sanitary District, Little Colorado Sanitary District, Northern Apache County Special Health Care District and White Mountain Communities Special Health Care District.~~

_____ BOS Meeting Date Requested 09/05/18

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 _____

2018 SPECIAL DISTRICT ELECTIONS

Cancellation of election and appointment of persons(s) who filed nomination papers with the Apache County Elections Department

District	Seats Open	Candidate Name
Ganado Fire District #20	5	5 Member Board
The Board of Supervisors may determine the process to determine terms for each candidate. Three 4 Year Terms Two 2 YR Terms		Margaret Etcitty
		Althea James
		LaVerne Joe
		Steven Kee
		Larry Noble

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Emergency Management

Date/Signature: Dean Egan 8-13-18

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 contract between Apache County Emergency Management and Access Professional Interpreting to be in compliance with Senate Bill 1296 which amends ARS Title 9, Title 11, and Title 41 stating that government communications and messaging will reach the entire community, including the Deaf and hard of hearing.

BOS Meeting Date Requested Wednesday, September 5, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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



P.O. Box 10988 · Tempe, AZ 85284
602-865-9800 · www.apinterpreting.com
requests@apinterpreting.com

This is a Service Agreement between: Access Professional Interpreting, hereafter referred to as “Access” and _____, a Customer, hereafter referred to as the “Customer”.

Terms and Conditions:

Access will provide state licensed interpreters qualified in ASL/English Interpreting services as requested by the Customer and confirmed by Access. The Customer is responsible for providing Access with complete and accurate information for each service request.

Travel time and mileage reimbursement may be charged for assignment locations outside of metropolitan areas or more than 35 miles away from the interpreter’s originating location. Parking may be charged for certain service locations when parking fees are incurred. Those occasions when travel time, mileage and/or parking will be additional charges shall be specified and agreed upon by the Customer and Access prior to services being performed. Mileage will be billed at the current IRS rate.

Upon confirmation of any assignment by Access, services shall be provided as contracted, barring extenuating circumstances. If circumstances prevent an interpreter from fulfilling a contractual obligation to the Customer, Access will notify the Customer immediately and attempt to secure a qualified substitute.

Due to the nature, length or complexity of a request - two interpreters may be required for an assignment. This need will be determined by Access and based on industry standards and information from the Customer prior to confirmation of requested interpreter services.

Confidentiality:

Interpreters shall adhere to the Registry of Interpreters for the Deaf (RID) Code of Professional Conduct as applicable. Interpreters agree that they will keep strictly confidential any information gained upon provision of service. Interpreters shall present themselves as officers of Access and are therefore prohibited from sharing their personal contact information.

Cancellation and Billing:

The Customer may cancel an assignment at no cost if the Customer notifies Access more than forty-eight (48) business hours prior to the start of the assignment. Assignments canceled with *less* than forty-eight (48) business hours notice shall be invoiced for the full amount of the scheduled assignment. Estimated travel time (calculated from Google maps) will also be charged for requests with travel arranged that is canceled with less than 48 business hours notice. Mileage will not be billed. Access requests notification of cancellation via telephone and email. If an assignment ends early, starts late, or includes breaks, the full amount of the initially scheduled time will be invoiced. Assignments are invoiced at a set up fee equivalent to two (2) hours and are billed in half hour increments thereafter.

If one or more of the Customer's parties fails to appear for a scheduled assignment, the customer will be invoiced for the originally scheduled time. The Interpreter(s) will remain at the location fifteen (15) minutes for the first scheduled hour and five (5) minutes per additional scheduled hour, unless released by authorized personnel prior to the aforementioned waiting period.

Payment by the customer is due upon receipt of the invoice from Access. If payment is not received within 30-days of receipt of the invoice, Customer will be assessed a late charge equal to 3 percent of the unpaid amount or \$35 (greater amount prevails) per month.

This agreement may be terminated by either party by providing ten (10) business days written notice to the other party.

Rates:

Please see accompanying rate sheet. Note that rates are subject to change. By signing, you agree to these Terms.

Customer (Name of company)

Authorized signature

Name of Authorized Signer and Title

Name of Party/Department to bill

Billing Physical Address

City, State, Zip code

Billing Email Address

Access Professional Interpreting, Authorized signature

Billing phone number



P.O. Box 10988 · Tempe, AZ 85284
602-865-9800 · www.apinterpreting.com
requests@apinterpreting.com

AMERICAN SIGN LANGUAGE INTERPRETING RATES

effective July 1st, 2018

Description	Rate
General Interpreter (base rate)	\$70/hour
Evening hours (5:00PM-7:00AM), Weekends & Holidays	+ \$8/hour
Legal Interpreter	+ \$15/hour
Trilingual Interpreter	+ \$35/hour
Real Time Captioning (project up)	\$125/hour
Real Time Captioning (tablet)	\$115/hour
Travel Time	\$70/hour
Video Remote Interpreting (VRI)	\$2.99/minute*

Per the Access Professional Interpreting agreement:

- All rates listed are per interpreter for in-person services. Rates are subject to change.
- A minimum charge of two (2) billable hours per interpreter will be applied to any on-site request. After two hours, billing will be in 15-minute increments.
- VRI has an initial fee of \$75.00 which includes 15 minutes of interpreting. After 15 minutes, VRI is billed per minute.
- Requests canceled less than 48 business hours in advance will be billed for the entire time slot requested. Payment is required even if the person for whom the service is being provided fails to appear for the appointment.
- For occupational safety and accuracy of the interpreted message, requests one hour or longer may require 2 or more interpreters. The number of interpreters assigned depends on the nature of the request and will be determined by the Access coordinating staff. Access will notify requester prior to the assignment in the event the number of interpreters needed differs from what was requested.
- Travel time is charged for assignment locations more than 35 miles away from the interpreter's originating location and is equivalent to the billed hourly rate (i.e. legal requests will incur travel time billed at the legal rate). Notification of travel charges will be sent prior to service provision. The majority requests in the metro area do not incur travel charges.
- Captioning work may be provided on-site or remotely through Wi-Fi or a telephone line.



Access Professional Interpreting

P.O. Box 10988 · Tempe, AZ 85284
602-865-9800 · www.apinterpreting.com

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information			
Card Type: ☐ MasterCard ☐ VISA ☐ Discover ☐ AMEX ☐ Other _____			
Cardholder Name (as shown on card): _____			CVV: _____
Card Number: _____			
Expiration Date (mm/yy): _____			
Cardholder billing address: _____			
street address		city	state zip code

I, _____, authorize Access Professional Interpreting, LLC to charge my credit card above for confirmed interpreting services. I understand that my information will be saved to file for future transactions on my account. A pre-authorized amount may be charged to confirm the credit card is valid or sufficient funds are available.

Customer Signature

Date

Arizona Broadcasting Accessibility Guidelines

Deaf populations have historically struggled to gain access to information in their daily lives, a struggle which is exacerbated during disasters and emergencies. Approximately 25,000 Arizona residents are culturally Deaf and their primary language is American Sign Language (ASL). Arizona has taken steps to ensure that these individuals receive critical information in an accessible and timely manner.

Accessible communication legislation

Effective August 3, 2018, government entities at the municipal, county and state level are required, per A.R.S. § 9-500.41, A.R.S. § 11-269.20, and A.R.S. § 41-5202, to ensure that communications with persons with disabilities, including online communications and emergency communications, are *equally as effective* as communications with persons without disabilities pursuant to the Americans with Disabilities Act (ADA).

What to expect

There will be times, particularly in urgent/emergency situations, when the Governor, Emergency Managers, the local Sheriff's office or other similar officials will make public announcements with the presence of an American Sign Language interpreter. The following accessibility specifications are strongly recommended for public broadcasts. Following these recommendations is essential to ensure that Deaf residents receive urgent/emergency information in American Sign Language. Failure to deliver this information in an accessible manner can lead to loss of life or property.

Accessibility recommendations:

- Include the Official and the interpreter in the camera frame at all times. The interpreter must be visible on-camera during live broadcasts next to the Official.
- If there is a height difference, the camera level should be in the middle of both the Official's and the interpreter's eye levels to ensure that the audience can focus on both individuals.
- The camera frame should include at least a foot of space beyond the interpreter's outside shoulder. This will ensure that the interpreter's hand movements are fully visible and no portion of any sign is performed off-camera.
- The presentation of the interpreter on the intended display screen should be of sufficient size and resolution to show all movements of the full upper trunk together with arms, hands and fingers, shoulder, neck and all relevant facial movements and expressions.
- The people behind the camera must continually check the frame to ensure all the vital aspects are included and clear for the viewers: the Official and the interpreter should be in the middle of the frame with space available in the lower section of the frame for captioning.
- If any visual aids are utilized (maps, b-roll, etc), they must be shown simultaneously with the Official, the interpreter and captioning.

The above recommendations have been adapted from an official policy issued by the Governor of the State of Maryland. The original policy can be found at

https://odhh.maryland.gov/wp-content/uploads/sites/13/2016/01/Broadcasting_Memo_ODHH.pdf

From: [Vicki Bond](#)
To: [Haley Nicoll](#)
Cc: [Brannon Fagar](#); [Judy Kioski](#)
Subject: Re: ERIC Protocol
Date: Thursday, July 5, 2018 4:52:46 PM

Hello Haley,

Thank you for reaching out! We do not have any ERIC qualified interpreters in Apache County and to the best of my knowledge there are no ASL interpreters living nearby that we would be able to get qualified. I just did some research to see if there might be interpreters in New Mexico that are closer that we could get trained, but there don't seem to be any nearby on that side of the border either.

The closest ERIC interpreter we have to you is in Flagstaff. The easiest way to secure an interpreter quickly would be to establish a contract/MOU with Access Professional Interpreting, as they already contract with all of our ERIC interpreters. You could certainly choose a different agency; you would simply have to emphasize the need for the ERIC credential when they work on filling your requests. The Arizona Commission for the Deaf and the Hard of Hearing provides a list of all interpreting agencies doing business in the State of Arizona; that list can be found [here](#).

When it comes time to request services, you would then have the option of contacting the agency directly or contacting myself or the DEMA ordering desk. That decision would be based largely on how urgent the situation is and whether it's during business hours. For a request being made during business hours and in advance of the actual need, I would recommend contacting the agency directly. For after hours and/or urgent requests, I would recommend contacting me or the DEMA order desk (if you contact the DEMA ordering desk, they will loop me in) and we will help you secure resources that would later be billed via your contract with the agency you've chosen.

My apologies if any of this is confusing. I'd be happy to chat with you over the phone and/or answer any additional questions you may have.

Thank you!

On Thu, Jul 5, 2018 at 2:56 PM, Haley Nicoll <hnicoll@co.apache.az.us> wrote:

Hello Vicki,

I have been looking over the sample protocol that was just sent for the ASL and ERIC Interpreters. Could you help me to identify whether or not there are any interpreters in my area? We are quite a ways away from large cities, so I am just trying to explore the options for Apache County when deciding on contracts. Also, if there are no interpreters who are local, what are our options when it comes to getting those contracts in place?

Thanks in advance

Best regards,

Haley Nicoll

Apache County Emergency Management

Work 928.337.7630

Fax 928.337.3778

--

Vicki Bond, Community Outreach Coordinator
Public Information Office
Arizona Department of Emergency & Military Affairs
5636 E. McDowell Road, Phoenix, AZ 85008

(c) 520-488-9200
vicki.bond@azdema.gov

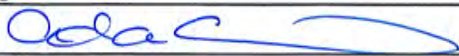
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Probation Services

Date/Signature:



8/23/18

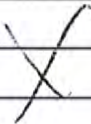
Describe in detail what you want to say to the Board and what action you want the Board to take:

Probation requests two vacant Detention Officer I positions be changed to Surveillance Officer II, salary range 34 (\$29,365 minimum pay) effective July 1, 2018. This will not affect the county budget.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review:



Signature _____

Check if item does not require review _____

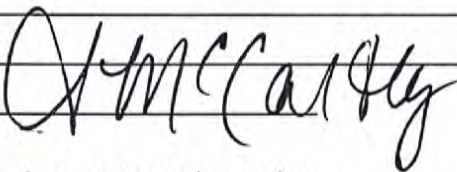
Finance Review:



Signature _____

Check if item does not require review _____

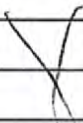
Human Resources Review:



Signature _____

Check if item does not require review _____

Other Review:



Signature _____

Check if item does not require review _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

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

: Discussion and possible approval of a new Liquor License Application recommendation for Gregory Harvey, Snowy Mountain Lodge, LLC, DBA Omnivores Eatery located at 38721 State Route 373, Greer, Arizona.

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



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: 8.7.18 Date of Posting Removal: 8.27.18

Applicant's Name: Harvey Gregory
Last First Middle

Business Address: 38721 State Rte Green, AZ 85927
Street City Zip

License #: New Series 12 - Job # 26366

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

Dale Hansen 8.27.18
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.

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

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

TRAVIS SIMSHAUSER
MEMBER 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



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

August 1, 2018

Gregory Harvey
38721 State Route 373
Greer, Arizona, 85927

Dear Mr. Harvey:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Wednesday, September 5, 2018 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", is written over a horizontal line.

Beth Bond
Assistant Clerk of the Board



18 JUL 25 147, Lic. AM1019

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

DLLC USE ONLY

License #	Job # 26366
Date Accepted:	7-24-18
CSR:	C.A.

**THIS COPY
NOT REDACTED**

Application for Liquor License
Type or Print with Black Ink

NOT FOR PUBLIC DISSEMINATION

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- ☐ Interim Permit
- ☐ New License
- ☐ Person Transfer (series 6, 7 and 9)
- ☐ Location Transfer (series 6, 7 and 9)
- ☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
- ☐ Seasonal

SECTION 2 Type of Ownership

- ☐ J.T.W.R.O.S.
- ☐ Individual
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Co
- ☐ Club
- ☐ Government
- ☐ Trust
- ☐ Tribe
- ☐ Other (Explain) _____

- SECTION 3 Type of Privilege**
- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01 (G), (H), (I) & (L)
 - ☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207(A) & (B)

1. Type of License (Series of license): _____

2. LICENSE # Job # 26366

SECTION 4 Applicants

1. Agent's Name: Harvey Gregory Neal
Last First Middle

2. Individual/Owner Name: _____
(Ownership name for type of ownership checked in section 2)

3. Business Name (Doing Business As-DBA): Omnivores Eatery

4. Business Location Address: _____
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: _____
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: _____ Daytime Contact Phone: _____

7. Email Address: _____

8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Apache County

9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Department Use Only				
Fees:	Application	Interim Permit	Site Inspection	Finger Prints
				\$ Total of All Fees



18 JUL 24 Lir. Lic. AM 1:55

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

DLIC USE ONLY

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☐ Seasonal

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☐ Government
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☐ Tribe
☐ Other (Explain) _____

- SECTION 3 Type of Privilege ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01 (G), (H), (I) & (L)
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207 (A) & (B)

1. Type of License (Series of license): _____

2. LICENSE # Job # 26366

SECTION 4 Applicants

1. Agent's Name: Harvey Gregory Neil
Last First Middle

2. Individual/Owner Name: Snowy Mountain Lodge, LLC.

(Ownership name for type of ownership checked in section 2)

3. Business Name (Doing Business As-DBA): Omnivores Eatery

4. Business Location Address: _____
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: _____
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: _____ Daytime Contact Phone: _____

7. Email Address: _____

8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☐ No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____

9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Fees: <u>100</u>	<u>0</u>	Department Use Only	<u>\$ 44.00</u>	<u>\$ 194.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees



18 JUN 1 11:42 AM '18 MAY 10 11:42 AM '18

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

DLIC USE ONLY

License #	Job # 76366
Date Accepted:	7-24-18
CSR:	C.A.

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- ☐ Interim Permit
☒ New License
☐ Person Transfer (series 6, 7 and 9)
☐ Location Transfer (series 6, 7 and 9)
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
☐ Seasonal

SECTION 2 Type of Ownership

- ☐ J.T.W.R.O.S.
☐ Individual
☐ Partnership
☐ Corporation
☒ Limited Liability Co
☐ Club
☐ Government
☐ Trust
☐ Tribe
☐ Other (Explain)

SECTION 3 Type of Privilege

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01 (G), (H), (I) & (L)
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207(A) & (B)

1. Type of License (Series of license): NEW SERIES 12

2. LICENSE # Job # 76366

SECTION 4 Applicants

1. Agent's Name: HARVEY GREGORY NEIL
Last First Middle
2. Individual Owner Name: GREGORY NEIL HARVEY
(Ownership name for type of ownership checked in section 2)
3. Business Name (Doing Business As-DBA): Omnivores Eatery (DBA) SNOWY MOUNTAIN LODGE, LLC.
4. Business Location Address: 38721 State Route 373 Greer AZ 85927 Apache
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 38721 State Route 373 Greer AZ 85927
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 928-735-7977 Daytime Contact Phone: 928-735-7977
7. Email Address: gkharvey@cox.net
8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located?
9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$

Fees: \$100.00
Application

0
Interim Permit

Department Use Only
\$50.00
Site Inspection

\$40.00
Finger Prints

\$190.00
Total of All Fees

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

date/time stamp

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

District 3

Date/Signature: 8/7/2018

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

Review and possible adoption of resolution declaring recognition of fallen firefighters and emergency services personnel and observing the first Saturday in October to honor patriotic service.

//BOS Meeting Date Requested September 4, 2018

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

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

TRAVIS SIMSHAUSER
MEMBER 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



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

**A RESOLUTION DECLARING RECOGNITION OF FALLEN FIREFIGHTERS AND
EMERGENCY SERVICES PERSONNEL
No. 2018-__**

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and

WHEREAS, an average of 80 firefighters courageously make the ultimate sacrifice in the line of duty each year, including nineteen firefighters who lost their lives during the Yarnell Hill Fire in Arizona on June 30, 2013; and

WHEREAS, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards, and sacrifices faced by fire and emergency services personnel on a daily basis; and

WHEREAS, the Rodeo-Chediski, Wallow, Cedar Creek and Rattlesnake Fires brought awareness of the local sacrifices, hazards, duties, responsibilities that we as a community face and those faced by emergency responders; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Memorial Service marks the beginning of the annual Fire Prevention Week observance; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, Arizona, now calls upon all citizens of Apache County and upon all patriotic, civic, and educational organizations in Apache County to observe the first Saturday in October, October 6, 2018, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-

staff. The Board encourages appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, further calls upon citizens of Apache County to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes.

Adopted this 5th day of September 2018.

Alton Joe Shepard
Chairman of the Board

ATTEST:

Ryan N. Patterson
Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name:

DISTRICT II

Alton Joe Shepherd

Date:

Signature:

Supervisor

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

District 2: Reclassification - From an Executive Assistant position to a Administrative Coordinator position at \$35,778.00.

Date & Time Needed: Wednesday, September 5, 2018

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

COMMUNICATIONS Department

Date/Signature: *[Signature]* 27 AUG 18

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

DISCUSSION AND APPROVAL TO ENTER INTO A PHONE SYSTEM MAINTENANCE CONTRACT WITH CONTINUANT. THIS WILL SAVE THE COUNTY \$7,061.04 A YEAR.

BOS Meeting Date Requested 5 Sep 18

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature *[Signature]*

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



R. A. MacKenzie
Communications Manager
Apache County
Voice: 928.333.4149
Fax: 928.333.4709
E-mail: ramack@co.apache.az.us
KE7EDN



August 8, 2018

To: Ryan Patterson
Manager; Apache County

To: Joe Young
Chief Deputy Attorney; Apache County

Ref: Continuant Maintenance Advantage Plan

Subj: Avaya maintenance contract

Sirs,

Attached you will find a maintenance contract for our Annex and Courthouse phone systems plus the associated voicemail system. Our current existing contract with Avaya tech support is running at \$1,603.62/monthly while switching to Continuant @ \$1015.20/monthly will save the county \$588.82/monthly or \$7,061.04/yearly.

Continuant will not only provide 24/7 onsite support but keep critical spare parts at the Annex and Courthouse. Avaya signaled end-of-life for the system(s) and will no longer support what we have but Continuant has "a warehouse full" of what we need.

The Avaya contract will run its course November 1st, 2018, so we have time to discuss if need be.

-

I initially you sent a Continuant quote for reference back in March 2018 and everything looked good. This one is the real deal and I'd like to get it on the September board meeting. If approved it would take effect October 1st, 2018.

-

"A maintenance contract is like health insurance, you pay for it and hope you never need it"

- Some old phone guy

R. A. MacKenzie
Communication Mgr; Apache County

Remember: http://wiki.apache.county/doku.php?id=phone_tips

Maintenance Advantage Plan



Apache County (AZ) ("CUSTOMER")

75 W. Cleveland St.
St. Johns, Arizona 85936
(928) 337-4364

Agreement number: [08072018-KD]

Continuant, Inc ("SUPPLIER")

5050 20th Street East
Fife, Washington 98424
(800) 652-9920

Statement of Work

Maintenance Advantage Plan

Base Plan Includes	
Hardware Replacement	
Incident Management	
Real-time Fault Management (Essential)	
Single Point of Contact	
Technical Support	
MyContinuant Customer Portal	
Optional Services	Selected
24/7 Onsite Incident Management	YES
Telephones & Attendant Console Coverage	NO
Carrier Services Management	NO
Onsite Critical Spare Equipment	YES
Remote SSRs	NO
Term: 12 Months*	\$ 1,015.20/mo.
* Pricing valid until: 11/01/2018	

Commencement Date: 10/01/2018

I agree to the terms and
conditions of this
Agreement.

Customer Signature

Date

Customer Print Signature

Title

Included in Maintenance Advantage Plan – Base Plan

Hardware Replacement

Continuant will provide hardware replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where a covered application resides. Telephone sets, power systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier traffic are not included in this agreement unless specifically noted. Replacement equipment will be delivered next business day if the request was received before 3:00pm Pacific Standard Time (PST).

Incident Management

Incident management, both onsite and remote, ensures that normal service operation is restored as quickly as possible and the business impact is minimized through dispatch of local technicians. Continuant is responsible for managing the life cycle of all incidents. Incident Management activities may include dispatch of local technicians for diagnostics, troubleshooting, and parts replacement. (Parts not included unless they are covered under Hardware Replacement Services). Remote Incident Management is provided 24/7 for all covered sites. Onsite Incident Management is provided Monday through Friday 8:00am – 5:00pm (local time at the affected location) for all covered sites. Coverage does not include services for outages related to Telco or in an event of a natural disaster, power surge, electrical storm or unauthorized intrusion from the customer or third party.

Real-time Fault Management (Essential)

Continuant provides 24/7 event monitoring and fault management that includes TDM monitoring, SNMP monitoring and alarms, dial-up security and alarms and email notification to the customer when a new event occurs.

Single Point of Contact

Customer will be assigned a Continuant Named Account Manager (NAM) to closely partner with to ensure that customer's needs are always met, resulting in a long-term successful relationship. Customer will also have access to a designated Service Desk located in Continuant's Customer Service Center. Customer will always have access to a live customer support specialist when calling Continuant's customer service hotline.

Technical Support

Continuant makes available to customers a designated team of engineers with OEM certifications to provide across-the-board UC Technical Support. Continuant Engineers possess significant expertise and industry experience and continue to further their education to keep up with new technology.

MyContinuant Customer Portal

Continuant provides portal access for visibility into service resolution in action. The My Continuant portal allows the customers to look directly into the services provided for each location, including system alarms.

Continuant Remote Access and Monitoring Platform

The Continuant-owned Secure Access Server (SAS) will allow remote access and monitoring for all managed systems supported by Continuant. The SAS is a suite of management applications that consists of all management software and hardware required for the delivery of services. The SAS is securely deployed on the Customer's network in a single configuration instance or multiple instance configurations depending on the number, type, and location of the managed components. During the coverage term, Customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the SAS supplied by Continuant. Customer must return any and all associated SAS materials and connectivity devices to Continuant immediately upon expiration or termination of the CMS agreement. Any delay by the Customer with supporting these Remote Access requirements may result in time and material charges for maintenance services. The Continuant SAS security compliance documentation is available upon request.

Optional Managed Services*

**Only applies to Optional Services listed on page 1 of this Statement of Work with YES in the Selected column*

24/7 Onsite Incident Management

Incident management, both onsite and remote, ensures that normal service operation is restored as quickly as possible and the business impact is minimized through dispatch of local technicians. Continuant is responsible for managing the life cycle of all incidents. Incident Management activities may include dispatch of local technicians for diagnostics, troubleshooting, and parts replacement. (Parts not included unless they are covered under Hardware Replacement Services). Remote Incident Management is provided 24/7 for all covered sites. Onsite Incident Management is provided Monday through Friday 8:00am – 5:00pm (local time at the affected location) for all covered sites. Coverage does not include services for outages related to Telco or in an event of a natural disaster, power surge, electrical storm or unauthorized intrusion from the customer or third party.

Telephones & Attendant Console Coverage

Continuant will provide hardware replacement for covered telephones and attendant consoles. Conditions are equal to those listed under Hardware Replacement in the Base Plan.

Carrier Services Management

Continuant will provide centralized coordination and communication for carrier services resolution. This includes opening, managing and escalating trouble tickets to a US based Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) on behalf of

the Customer. Activities include:

- Receive outage notifications for circuits on covered equipment
- Perform initial diagnostics to identify routing procedures
- Initiate troubleshooting procedures with the appropriate Carrier
- Provide communication updates to Customer of ticket resolution status

All activities listed are subject to Customer entitlements and an established Letter of Authorization (LOA) between Customer and Continuant.

Onsite Critical Spare Equipment

Continuant will place Critical Spare Parts (Kits) at the coverage site. Continuant will recommend placement of core components of the Covered Equipment. Customer may request additional parts be included in Kits, which may require an additional fee. These Kits remain the sole and exclusive property of Continuant.

Remote SSRs

Continuant will provide technical resources to perform Remote Simple Service Requests (SSRs) on managed applications or equipment. The Customer must allow Continuant to remotely access the application or equipment to perform Remote SSRs. The requested feature must be currently supported by the firmware present on the device and known to be working correctly.

- Continuant will perform SSRs remotely; update SSR tickets with task update and close upon completion.
- SSR requests are applicable during business hours of 8:00am – 5:00pm of the requested location.
- SSR requests will be completed according to Time to Change service level definitions.
- Expedited SSRs are defined as requests that the Customer requires to be completed within eight hours after receipt by Continuant during business hours of 8:00am – 5:00pm of the requested location. Expedited SSRs will be subject to an expedite fee of \$50.00 per expedited SSR.
- SSRs will be billed at \$25.00 per request.
- The chart below provides a break-down of the available categories for Service Requests and Projects.

Category	Size	Definition
Type 1	Remote Simple	A Remote SSR is defined as remote system administration work performed within an application that affects a single user. Examples include: • User administration • Station modification • Coverage paths • Pickup groups • Class of Service • Access codes
Type 2	Remote Complex	A Remote Complex Service Request is defined as remote system administration work performed within an application that affects multiple users. Examples include: • SSRs for multiple users • Vectoring or hunt groups • Announcement or holiday programming
Type 3	Project	A Project will require a separate SOW to account for design, resources, and schedule.

Other Information

Service Level Management

Continuant's Service Level Management (SLM) offering tracks performance against negotiated service level targets called Service Level Agreements. SLM is also responsible for ensuring that all operational service level agreements and underpinning contracts are appropriate. Continuant will monitor and report on service levels where applicable and provide reports according to an agreed upon schedule. Service Level Agreements (SLAs) apply only to components that are managed exclusively by Continuant within the service. Continuant adheres to the SLAs during the Service Delivery phase. Within the Service Activation Kit (SAK), the Customer and Continuant must document their agreement to formally acknowledge the completion of the Service Transition process. The Service Delivery phase commences upon mutual agreement between Continuant and the Customer that the Service Transition phase is complete and that the Service Delivery phase has been reached.

The following metrics are tracked as Service Level Agreements:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Complete (TTC)

Time to Notify (TTN)

Customers may have specific notification requirements for which the Service will offer a Time to Notify (also known as "Respond") objective. Continuant will respond to incidents and requests raised through the management platform by electronically notifying a specified

Customer contact(s) within the TTN timeframe. Continuant SLAs are as follows:

- Electronic notifications may be generated automatically and sent to customer contacts as specified during Service Transition.

Continuant estimated time to notify to designated Customer contact	Incident Level
15 Minutes from ticket creation	All priority incidents and service requests (Remote SSRs only)

Time to Restore (TTR)

Incidents go through many stages, with restoration being a primary objective. Time to Restore tickets includes all remote incident management activities (alarm or call receipt through restore, excluding maintenance or carrier cycle time). TTR refers to the time elapsed between the failure which caused the incident and when Continuant restores the managed component to an acceptable operational state. Continuant SLAs for meeting this objective are as follows:

Continuant estimated time to restore an incident ticket	Incident Level
4 Hours	P1 Incidents
12 Hours	P2 Incidents
72 Hours	P3 Incidents
120 Hours	P4 Incidents

SLO measurements exclude the following:

- Delays caused by Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLOs defined obligations.
- SLOs will be paused for hardware replacement delivery to the customer location, either from a manufacturer maintenance agreement or hardware replacement services from Continuant.
- Delays or faults caused by third party equipment, services or vendors, such as Carriers, in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Managed Component due to software defects or bugs.

Incident Prioritization

Continuant classifies and prioritizes incidents according to Impact and Urgency.

Activities

Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

Impact Definitions

An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident).

Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to degradation of a Service. Continuant will work with Customer to specify Impact for each Managed Component during Service Transition. There are four Impact levels:

- Widespread – Entire Network is affected (more than three quarters of individuals, sites or devices)
- Large – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices)
- Localized – Single site, room and/or multiple users are affected (between one-quarter and one-half of individuals, sites or devices)
- Individualized – A single user is affected (less than one-quarter of individuals, sites or devices)

Urgency Definition

Urgency defines the criticality of the Incident to the Customer's business. Continuant will work with the Customer to understand and set the proper Urgency level. There are four Urgency levels:

- Critical – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to the Customer's business. The Customer determines the issue as critical.
- High – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to the Customer's business. The Customer perceives the issue as high.
- Medium – Non-critical business function is stopped or severely degraded. There is a possible financial impact to the Customer's business. The Customer perceives the issue as medium.
- Low – Non-critical business function is degraded. There is little or no financial impact. The Customer perceives the issue as low.

Priority Definitions

Priority defines the level of effort that will be expended by Continuant and the Customer to resolve the Incident. Continuant Incident Management priorities are defined as follows:

- P1 – Continuant and the Customer will commit any necessary resources 24/7 to resolve the situation.
- P2 – Continuant and the Customer will commit full-time resources during Standard Business Hours to resolve the situation.
- P3 – Continuant and the Customer will commit resources during Standard Business Hours to restore service to satisfactory levels.
- P4 – Continuant and the Customer will commit resources during Standard Business Hours to provide information or assistance.

Urgency	Impact				
		Widespread	Large	Localized	Individualized
Critical		P1	P1	P2	P2
High		P1	P2	P2	P3
Medium		P2	P3	P3	P3
Low		P4	P4	P4	P4

Continuant will downgrade the ticket priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Ticket will be closed by Continuant or Customer upon validation of the issue remediation and the systems returning to operational stability. Ticket detail resides in a Knowledge Base which is used to support Incident Management processes.

Time to Change (TTC)

Continuant has categorized changes into Types based on level of complexity and the amount of time required to complete the change. All Elective Changes are scheduled events and are dependent on coordination with Customer's schedule. A change request must be fully qualified and scheduled with Customer before the Time to Change metric starts. All custom scope Elective Change requests are scheduled events and follow Change Management procedures.

The chart below provides a breakdown of the available categories and durations for three types of change requests.

Category	Size
Type 1	Remote Simple
Type 2	Remote Complex
Type 3	Project

Continuant SLOs for completing an approved Change request are as follows:

Change Type	Time to completion from receipt of fully qualified and scheduled change request
Type 1 - A Simple service request is defined as remote system administration work performed within an application that affects a single user.	2 business days
Type 2 – A Complex service request is defined as remote system administration work performed within an application that affects multiple users.	Within 5 business days
Type 3 – A Project will require a separate SOW to account for design, resources, and schedule.	No SLOs, scheduled

SLO time commences when all necessary detail to execute the change is available.

Business days are Monday through Friday, excluding Continuant-observed holidays.

SLO measurements exclude the following:

- Delays caused by Customer in executing the requested change (for example, waiting for response on change window).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLOs defined obligations.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Ticket closure time may be different than change completion time. For example: a ticket may be kept open for review after the change has been executed.

Any Customer-requested changes that are considered by the Customer as "emergency" or "urgent" changes will be treated on a commercially reasonable effort by the Continuant Service Desk and will depend on Continuant engineer availability at the time of submittal. Additional charges may apply.

Customer Responsibilities

The Customer is responsible for completing a Service Activation Kit (SAK), which provides Continuant the key information critical to success for commencement of CMS Service Operation. Items in the SAK include:

- Provide service-level management access to all covered devices.
- Allow service-level access to all covered devices through all appropriate management interfaces. To include:
 - Graphical User Interface (e.g., Web Browser, Client Software, etc.)
 - Command Line Interface (e.g., all OS shells, etc.)
 - Direct Connection to Console, Services, and/or Serial Interface
- Allow Continuant service-level access to all covered devices via all respective device management ports and protocols.
- Provide Continuant with all designated service-level accounts and credentials to all covered devices. To include:
 - Administrator accounts
 - Root-level accounts
 - Super-User accounts--Dedicated to Continuant access
 - Any additional identified accounts necessary to service and management of covered devices
- Customer representative contact name
- Location of the site(s) to be managed
- Location of management applications
- Network connectivity approval and placement detail for the SAS

- Device location and naming scheme
- Management IP addresses and system detail, SNMP community strings
- Telnet and password access
- Management system User names and contact detail
- Installation of the SAS and network connectivity per Continuant-supplied guidelines.
- Communications facilities and services including internet and network configuration. The communication facilities and services must be maintained for the duration of the service term.
- Resource to support the installation activities of the SAS, which may include:
 - Racking
 - Connection to Network
 - Power connection to UPS or other facility with continuous uninterrupted power
 - Provide suitable commercial power, and an uninterruptible power system (UPS) or other acceptable power back-up facilities providing a minimum of 1kVA dedicated for the SAS.

Customer will complete tasks defined in the SAK to enable management access to Covered Equipment which may include setting up SNMP traps, and system logs. These activities are both critical and beneficial to the Customer and Continuant as these activities establish a managed connection required for Continuant to resolve incidents and service requests quickly.

Location & Covered Equipment

Location Name	Services & Equipment	Paid Monthly	Paid Annually
Apache County Court House • Commencement Date: 10/01/2018	Avaya PBX Base Plan • Avaya Prologis – 134 user(s) 24/7 Onsite Incident Management • Avaya Audix – 134 user(s) Avaya VM Base Plan • Avaya Audix – 134 user(s) 24/7 Onsite Incident Management • Avaya Prologis – 134 user(s) Onsite Critical Spare Equipment • Avaya Prologis – 134 user(s)	\$ 496.49	\$ 5,957.88
County Annex Building • Commencement Date: 10/01/2018	Avaya PBX Base Plan • Avaya Definity – 140 user(s) 24/7 Onsite Incident Management • Avaya Audix – 140 user(s) Avaya VM Base Plan • Avaya Audix – 140 user(s) 24/7 Onsite Incident Management • Avaya Definity – 140 user(s) Onsite Critical Spare Equipment • Avaya Definity – 140 user(s)	\$ 518.71	\$ 6,224.52

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

/District 3/

Date/Signature: 8/7/2018

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

Review and possible approval of grant agreement number WBB1 17-601 between Apache County and Arizona Department of Forestry and Fire Management for bark beetle management in the Chapache Subdivision of Alpine.

//BOS Meeting Date Requested September 4, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature

Finance Review: __

Signature

Human Resources Review: __

Signature

Other Review: __

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Beth Bond

From: Malena Bazurto
Sent: Tuesday, August 21, 2018 8:35 AM
To: Beth Bond
Subject: FW: WBBi 17-601 Grant Agreement

From: David Lamm
Sent: Tuesday, August 21, 2018 8:07 AM
To: Malena Bazurto <mbazurto@co.apache.az.us>
Subject: RE: WBBi 17-601 Grant Agreement

Malena,

This one should be ok.

Thanks,

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

From: Malena Bazurto
Sent: Tuesday, August 7, 2018 6:13 AM
To: Joe Young <jyoung@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Subject: FW: WBBi 17-601 Grant Agreement

Good Morning,
Please review the attached item for the next BOS meeting.
Thank you,
Malena

From: John Richardson [<mailto:jrichardson@dffm.az.gov>]
Sent: Monday, August 6, 2018 10:25 AM
To: Malena Bazurto <mbazurto@co.apache.az.us>
Cc: Stephen McKelvey <smckelvey@dffm.az.gov>
Subject: WBBi 17-601 Grant Agreement

Malena,

Attached you will find the Grant Agreement for WBBi 17-601. Please review this agreement and complete the following:

1. Signature is needed on **page 6** (right side of the page)
2. Complete the form **AD-1048**

3. Complete the **Lobbying Certification** form

Once the document has been signed, please scan and email back to me. After the State Forester signs the document the grant will be active. I will email you back a signed grant agreement for your own records. **Please remember, any expenses/match prior to the State Foresters signature on the grant agreement will not be eligible for reimbursement.**

If you have any questions please don't hesitate to ask. I'm glad your project is almost underway and I look forward to working with you again!

Thanks again,

--

John C. Richardson

Program Manager - UCF | FH

Arizona Department of Forestry and Fire Management

1110 West Washington, Suite 100, Phoenix, AZ 85007

(Office) 602-771-1420 (Cell) 602-531-4613



Beth Bond

From: Malena Bazarto
Sent: Tuesday, August 21, 2018 8:08 AM
To: Beth Bond
Subject: FW: WBBi 17-601 Grant Agreement

From: Joe Young
Sent: Tuesday, August 14, 2018 1:22 PM
To: Malena Bazarto <mbazarto@co.apache.az.us>; David Lamm <dlamm@co.apache.az.us>
Subject: RE: WBBi 17-601 Grant Agreement

This is a legal agreement

From: Malena Bazarto [<mailto:mbazarto@co.apache.az.us>]
Sent: Tuesday, August 07, 2018 6:13 AM
To: Joe Young; David Lamm
Subject: FW: WBBi 17-601 Grant Agreement

Good Morning,
Please review the attached item for the next BOS meeting.
Thank you,
Malena

From: John Richardson [<mailto:jrichardson@dffm.az.gov>]
Sent: Monday, August 6, 2018 10:25 AM
To: Malena Bazarto <mbazarto@co.apache.az.us>
Cc: Stephen McKelvey <smckelvey@dffm.az.gov>
Subject: WBBi 17-601 Grant Agreement

Malena,

Attached you will find the Grant Agreement for WBBi 17-601. Please review this agreement and complete the following:

1. Signature is needed on **page 6** (right side of the page)
2. Complete the form **AD-1048**
3. Complete the **Lobbying Certification** form

Once the document has been signed, please scan and email back to me. After the State Forester signs the document the grant will be active. I will email you back a signed grant agreement for your own records. **Please remember, any expenses/match prior to the State Foresters signature on the grant agreement will not be eligible for reimbursement.**

If you have any questions please don't hesitate to ask. I'm glad your project is almost underway and I look forward to working with you again!

Thanks again,

Arizona Department of Forestry and Fire Management
Grant Agreement No. WBB1 17-601
Western Bark Beetle Initiative Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), **Apache County (DUNS #82897786)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **17DG-11031600-073**, dated **09/08/2017**

The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **September 30, 2019** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **50%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 50%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$24,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F . Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry.

Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Fiscal Contact:

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

Principal Sub-grantee Programmatic Contact:

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

Principal Arizona State Forestry Contact:

Steve McKelvey, Forest Health Specialist
1110 West Washington, Suite 100
Phoenix, AZ 85007
602-771-1415
smckelvey@dffm.az.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
John Richardson Program Manager – UCF FH Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007 jrichardson@dffm.az.gov	Malena Bazarro Administrative/Grants Coordinator Apache County PO Box 428 Saint Johns, AZ 85936 mbazarro@co.apache.az.us

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY

Arizona Department of Forestry
and Fire Management.
1110 West Washington, Suite 100
Phoenix, AZ 85007

ACCEPTED BY SUB-GRANTEE

Apache County
PO Box 428
Saint Johns, AZ 85936

Signature

Arizona State Forester

Date: _____

Signature

Print or Type Name

Date: _____

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

Western Bark Beetle Initiative
2017 Grant Application-DFFM

FOR OFFICIAL USE ONLY	
Dollar Amount Requested:	\$24,000
Matching Share:	\$24,000
Percent (%) Matching	50%

1	Applicant Information	
	Applicant:	Apache County
	Contact Person:	Malena Bazurto
	Address:	PO Box 428
	City/Zip Code:	Saint Johns, AZ 85936
	Phone (Work/Cell):	928-551-1769
	Email:	mbazurto@co.apache.az.us
	Fax:	-

2	Project Information			
	Name of Project:	Chapache Beetle Treatment Project		
	Community Name:	Alpine, AZ		
	County:	Apache	Congressional District:	1
	Latitude (decimal degrees):	33.852073	Longitude (decimal degrees):	-109.166061

3	Grant Contributors (Matching Share)							
	(Federal dollars DO NOT qualify)							
	Please specify each match contributor and the dollar amount of each contribution.							
	Please DO NOT show grant requested funds in this table. This is for matching share only.							
	Contributors: (Please specify)	Apache County	Landowner Match	Probation Services				TOTAL
	Dollars (Hard Match):	\$0	\$7,500	\$0	\$0	\$0	\$0	\$7,500
In-Kind (Soft Match):	\$4,000	\$0	\$12500	\$0	\$0	\$0	\$16,500	
	TOTAL:	\$4,000	\$7,500	\$12,500	\$ 0	\$ 0	\$ 0	\$24,000

4	Total Project Expense (break down matching share totals from block three)				
		Grant Share (\$ Amount Requested)	Match (from block three)		TOTAL
			Dollars	In-Kind	
	Personnel / Labor:	\$1,500	0	\$7,500	\$9,000
	Operating:	\$0	\$0	\$3,000	\$3,000
	Travel:	\$0	\$0	\$1000	\$1,000
	Contractual Services:	\$22,500	\$7,500	\$0	\$30,000
	Equipment:	\$0	0	\$5,000	\$5,000
	Indirect Costs:	\$0	\$0	\$0	\$ 0
		TOTAL:	\$24,000	\$7,500	\$16,500

Project Summary (check all that apply and answer related questions in appropriate box)			
Is this a new project? ☒ Yes ☐ No			
Can this project be completed by September 30, 2019? (Priority) ☒ Yes ☐ No			
What is the duration of this project? (24 month maximum) 12 months			
5	Number of acres to be treated:	20	Estimated cost per acre: \$1,500.00
Are the acres to be treated contiguous (adjacent to each other)? ☒ Yes ☐ No			
If no, please describe their layout in block six (6).			
Does this project have a current forest management or stewardship plan? ☐ Yes ☒ No			
If yes, please attach the plan to this application.			
Is this project managed by a professional land manager? ☒ Yes ☐ No			
Please provide qualifications in block six (6).			
Number of communities directly affected by this project:			4
Number of citizens to be reached:		500	
Number of residences affected:		100	

Project Area Description	
All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.	
6	Provide a brief overview of the project and the project area. 2500 characters The Chapache Subdivision is located at the northern most end of the Alpine community. The subdivision totals about 100 acres of ponderosa pine, small oak, and aspen. Of those acres 55 have been treated with past fuels mitigation grants. A handful of properties have been treated by the residents themselves. This area is a priority project for fuels treatment and Bark Beetle mitigation as Chapache abuts National Forest on its southern and western boundaries and private grazing pastures on the north and east. Beyond those pastures are a mix of Federal and State lands. The subdivision was relatively unscathed during the Wallow Fire, however it is dealing with the post fire effects of bark beetle infestation. Apache County worked in Chapache in 2015, 2016, and 2017. Each year bark beetle tree mortality has been documented as increasing. A particular property was marked for fuels treatment and within one month's time, the recommendation for tree removal was doubled due to beetle disturbance. The residents are continuing to see trees dying off as a result of beetle activity. The Homeowners Association came to the County in 2017 asking for help in removing beetle trees. The County was able to remove those diseased and dying trees within its Right of Ways. In the meantime, the Association has been working closely with the County and Arizona Department of Forestry and Fire Management to apply for this funding and work toward a FIREWISE Community designation. Apache County contracts a Natural Resources Coordinator, employs a Grants Manager, and a Fuels Mitigation Specialist. These three individuals have combined knowledge and skill in land management and stewardship practices, FIREWISE assessor training, chainsaw certifications, and established relationships working with various Local, State, and Federal entities through programs that foster land management and restoration. Briefly describe the qualifications of the person(s) managing this project. 500 characters Malena Bazaruto, Grants Manager and Economic Development Director for Apache County, has managed over \$1 million in hazardous fuels mitigation funds from Federal and State sources including 2 WBBF projects. Projects have been completed in Greer, Vernon, Eagar, Alpine, and Nutrioso since 2010. Malena will act as the main point of contact on this project. Two other County employees have been trained to facilitate work on the ground and communicate with the property owners.

7	Project Goals and Objectives All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.
	Provide a brief description of how this project meets the grant objectives and goals. 1500 characters The primary objective of this project is to mitigate the effects of bark beetle attack and minimize tree mortality in ponderosa pine as the primary host. As a secondary goal, the project seeks to reduce the threat of wildfire by reducing stands of trees thus encouraging the growth of healthy ones. These goals will be achieved through educating the landowners with the information they need to make the decision to impelent prevention and restoration efforts. Local contractors are a big piece of achieving these goals. The contractors on the County's approved list have some kind of forestry background and have been working in the timber industry for many years. They have special expertise in tree falling but more importantly are forest stewards. Apache County has long standing relationships with the reccomended cotnractors and has seen firsthand their ability to protect healthy, high value trees while removing unhealthy ones and manage sites to restore healthy ecosystems. Their knoweledge coupled with partner resources give property owners a welath of information to make the best decisions for proper treatment and maintain forest health.

8	Scope of Work / Project Timeline All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.
	Provide a brief scope of work which clearly describes how grant funds will be spent: Types of treatments proposed, primary bark beetle(s) & host of concern & any information & education activities. (This should be more specific than the project description) 1500 characters Treatment includes cutting and removal of all bark beetle infested trees in ponderosa pine stands. Slash from this cutting will be chipped and hauled to the green waste site. Thinning on each property will be done in accordance with FIREWISE reccomendations. Private property owners are responsible for hiring a contractor from the County's approved list, paying the contractor for work completed and then submitting their paid invoices to the County for 75% reimbursement of costs at \$1500/acre. The County will request \$1,500 for Personnell which covers the Grants Mangers's time on the project. Apache County will schedule landowner site assessments and give them the necessary documents to start treatment, ie. Landowner Agreemeent, contractor list, etc. The Grants Manager will collect data for reporting purposes as well as compile those reports and request payments. Apache County District 3 will provide an in-kind equipment contribution of a chipper and dump truck with an operator at a cost of \$5,000. The County will also provide in-kind for Right of Way treatment at an estimated cost of \$5,000. The Probation Department will be responsible for hauling away material suitable for firewood and distributing that firewood at an in-kind estimate of \$5,500 in Personnell and Operating expenses. Another \$1,000 in match will come from Apache County for travel to the site. Apache County will reach out to Alpine Fire Department, Alpine Ranger District, and AZDFFM for public education.
	Provide a timeline for the project. 1000 characters One month of project award, site assessments will be conducted. Property owners will be put on a 'treatment' list. 3-6 months, 50-60% of project complete. 6-9 months, 75% - 90% of project complete. FIRWISE certification work. 9-12 months, 100% of project complete. FIRWISE designation complete. Quarterly reports will be completed and sent in January, April, July, and October of each contract year.

9	Collaborative Elements and Partners All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.
	Specify the private, local, tribal, county, state, federal and/or non-governmental 501(c) 3 organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.). 2000 characters Partners on this project include: Apache County District 3, Apache County Probation, Alpine Fire Department, Arizona Department of Fire and Forestry Management, and Northern Arizona University. Probation will be instrumental in removing slash properly and timely to prevent reinfestation. Apache County District 3 will assist property owners during the grant with site assessments, but will conduct assessments post treatment and be available for technical assistance after the grant project has ended. Apache County will also assist in removing trees threatening the Right of Way and help with the distribution of useable firewood donated from property owners after treatment. Probation services estimates an in-kind contribution of manpower and equipment. Alpine Fire, AZDFFM, and NAU will help in educating property owners of the effects of bark beetle and maintaining defensible space. All information will be distributed through the local homeowners group led by Mr. Jim Pinter. Property owners will also contribute 25% of the total thinning costs to the project and commit to holding annual neighborhood cleanup events to maintain treatment.
10	Project Longevity / Maintenance All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.
	Clearly demonstrate how this project will remain effective over time. 2000 characters Once this project is complete, the Chapache Subdivision will be 100% treated for bark beetle mitigation and defensible space. Bi-annual checks of the site will be important to make sure that further bark beetle tree mortality is minimized. The homeowners group will seek FIREWISE designation during the project phase and once the designation is obtained it will give the property owners more incentive to maintain the treatment in a critical WUI area. Apache County and Alpine Fire will be available to assist in the FIREWISE process and with any technical assistance moving forward necessary to sustain the project.

ATTACHMENT B
(Cover Sheet)

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

Arizona State Forestry – Project Budget Worksheet

Project: Chapche WBI

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$1,500	\$0	\$3,000	\$4,500
Project Labor:	\$0	\$0	\$5,500	\$5,500
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$300	\$ 300
Equipment:	\$0	\$0	\$3,000	\$3,000
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$22,500	\$7,500	\$5,000	\$35,000
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$24,000	\$7,500	\$16,800	\$48,300

Budget Narrative	
Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed). Administrative labor will be billed at \$32/hour for the Grants Manager's time on the project. An estimated 45 hours will be spent on the project. Apache County District 3 will provide the Hazardous Fuels Specialist's time on the project as administrative in-kind at an estimated \$3,000. District 3 will also provide a chipper and dump truck with an operator at a cost of \$200 per day for 15 days. Treatment costs are estimated at \$1,500 per acre for 20 acres of treatment. Property owners will pay 25% of those total costs. The landowner contribution will be billed as project match totalling \$7,500. The County will also provide in-kind for Right of Way treatment at an estimated cost of \$5,000. An additional match will be from the Probation Department, who will be responsible for hauling away material suitable for firewood and distributing that firewood. That contribution is estimated to be \$5,500 project labor. Another \$300 in match will come from Apache County for travel to the site. This is calculated for 5 round trips at the current federal rate for 120 miles round trip.	

Budget Narrative - Continued	
	Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

Chapache WBBi Scope of Work 6/4/2018

The Chapache Subdivision is located at the northern most end of the Alpine community. The subdivision totals nearly 100 acres of ponderosa pine, small oak, and aspen amongst homes and other buildings. Of those 100 acres, 55 have been treated with past fuels mitigation grants. A handful of properties have been treated by the residents themselves. This area is a priority project for fuels treatment and Bark Beetle mitigation as Chapache abuts National Forest on its southern and western boundaries and private grazing pastures on the north and east. Beyond those pastures are a mix of Federal and State lands. The subdivision was relatively unscathed during the Wallow Fire, however it is dealing with the post fire effects of bark beetle infestation. Apache County worked in Chapache in 2015, 2016, and 2017. Each year bark beetle tree mortality has increased. A particular property was marked for fuels treatment and within one month's time, the recommendation for tree removal was doubled due to beetle disturbance.

The proposed treatment includes cutting removal of all bark beetle infested trees in ponderosa pine stands on 20 acres in the Chapache Subdivision. Slash generated from this cutting would be chipped and hauled to the green waste site. In addition to removing diseased trees, thinning would be done in accordance with FIREWISE recommendations. Property owners have been contacted of the grant award. Once a contract is in place, site assessments will be scheduled. At least four days will be spent doing initial site assessments. Those assessments will be performed by the County's Hazardous Fuels Specialist. The private property owners will be responsible for hiring a contractor from the County's approved list after the assessment. Owners must pay the contractor for work once completed and then submit their paid invoices to the County for 75% reimbursement of costs incurred. No payments will be made until a follow-up site assessment is done. This second assessment ensures that the work performed meets beetle mitigation and FIREwise standards. Apache County Grants Manager will collect the assessment data and pictures for reporting purposes as well as compile those reports and request grant payments.

Apache County will reach out to Alpine Fire Department, Alpine Ranger District, Northern Arizona University, and Arizona Department of Forestry and Fire Management to help with public information. The goal of this project is to have Chapache become a FIREwise community.

ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants

Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
 - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) Use forced labor in the performance of the award or subawards under the award.
2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -
 - (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantees sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	Total Project Goal	Previously Reported	+	Current Quarter	=	Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.
(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made **THIS QUARTER** in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the **OVERALL** measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: _____

Organization Name: _____

Total Grant Amount: _____ Total Match Required: _____

Grant Expiration/End Date: _____ (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	_____	_____	_____
Personnel	_____	_____	_____
Contracted Services	_____	_____	_____
Supplies	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Volunteer time	N/A	_____	_____
In-Kind Contributions	N/A	_____	_____
Total:	_____	_____	_____

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

* As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature _____

Title _____

Date _____

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

Arizona Dept. of Forestry and Fire Mgt.

Reimbursement Request - Printable / Rev. 09 2017



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE

APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED (MM-DD-YYYY)



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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

(Rev. 10/15/15)

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

District 3

Date/Signature: 8/21/2018 /

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

Review and possible approval of grant agreement number WFHF 14-211 between Apache County and Arizona Department of Forestry and Fire for fuels treatment in Vernon.

//BOS Meeting Date Requested September 4, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature _____

Finance Review: _____

Signature _____ /

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Beth Bond

From: Joe Young
Sent: Wednesday, August 22, 2018 3:16 PM
To: Malena Bazaruto; Beth Bond
Cc: David Lamm
Subject: RE: Agenda Item

I am ok with this.

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

From: Malena Bazaruto [mailto:mbazaruto@co.apache.az.us]
Sent: Tuesday, August 21, 2018 8:04 AM
To: Beth Bond
Cc: Joe Young; David Lamm
Subject: Agenda Item

Beth,
Please include this item on the next agenda. I have sent the agreement to Joe already, but have not gotten a response. It looks as though I will be out of communication after today for a while.
Thanks,
Malena

Malena Bazaruto
Apache County Supervisor's Office, District 3 District Manager PO Box 428 Saint Johns, AZ 85936
928-551-1769

Beth Bond

From: Malena Bazurto
Sent: Tuesday, August 21, 2018 8:35 AM
To: Beth Bond
Subject: FW: WFHF 14-211 Apache County Master Agreement (Unsigned)

From: David Lamm
Sent: Tuesday, August 21, 2018 8:08 AM
To: Malena Bazurto <mbazurto@co.apache.az.us>
Subject: RE: WFHF 14-211 Apache County Master Agreement (Unsigned)

Malena,

This one is ok as well.

Thanks,

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

From: Malena Bazurto
Sent: Thursday, August 16, 2018 11:54 AM
To: Joe Young <jyoung@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Subject: FW: WFHF 14-211 Apache County Master Agreement (Unsigned)

Please review for the next BOS meeting.

Thank you,
Malena

From: Aaron Casem [<mailto:acasem@dffm.az.gov>]
Sent: Thursday, August 16, 2018 9:29 AM
To: Malena Bazurto <mbazurto@co.apache.az.us>
Subject: WFHF 14-211 Apache County Master Agreement (Unsigned)

Malena-

Attached is the new Grant Agreement # **WFHF 14-211** that needs to be printed and signed. Please review the entire document to ensure that all the information is correct.

- The main document that requires a signature and date is located on Page 6.
- Please sign the **two** Forest Service Certifications located at the end of the Agreement Package. Each document requires separate signatures, one regarding **debarment** and the other regarding **lobbying**.

- Complete the Project Mapping document. (Also Attached) Please mail with the signed agreement.

We require at least one full copy signed and returned. Please print one sided. (If you require an original copy of the Agreement, please plan to print, sign and send two full copies.)

As soon as we receive the Agreement, Grant Staff will give it one final review and obtain the State Forester's signature. After signed by all parties, the agreement will be valid to incur costs.

Please do not incur any grant related costs until you have received notice from State Forestry that the agreement is complete.

Thank you for your patience throughout this process. As always, if you have any questions or concerns, please feel free to email or give me a call.

Aaron Casem

Grants Program Specialist

1110 W. Washington Suite 100 Phoenix, AZ 85007

Office: 602-771-1403

Mobile: 602-499-4271

email: acasem@dfm.az.gov



Arizona Department of Forestry and Fire Management
Grant Agreement No. WFHF 14-211
Cooperative Forestry Hazardous Fuels Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), **Apache County (DUNS #08-289-7786)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **14DG-11031600-075**, dated **07/24/2014**

The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **May 31, 2019** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$75,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry.

Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-Grantee Fiscal Contact:

Malena Bazurto
Program Manager
Apache County
P.O. Box 428
St. Johns, AZ 85936-0428
(928) 551-1769
mbazurto@co.apache.az.us

Principal Arizona State Forestry Contact:

Aaron Casem
Grant Specialist
1110 W. Washington Suite 100
Phoenix, AZ 85007
(602) 771-1403
acasem@dfm.az.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<u>Glen Buettner</u> Grants and Planning Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007 gbuettner@dfm.az.gov	<u>Malena Bazurto</u> Program Manager Apache County P.O. Box 428 St. Johns, AZ 85936-0428 (928) 551-1769 mbazurto@co.apache.az.us

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A.** N/A
- B.** Detailed Project Plan
- C.** General Provisions
- D.** Documentation of Expenses
- E.** Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<u>STATE FORESTRY</u> Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 100 Phoenix, AZ 85007	<u>ACCEPTED BY SUB-GRANTEE</u> Apache County P.O. Box 428 St. Johns, AZ 85936-0428
--	--

Signature

Arizona State Forester

Date: _____

Signature

Print or Type Name

Date: _____

Date: _____

ATTACHMENT B
(Cover Sheet)

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

Vernon Mitigation Scope of Work and Project Narrative

This proposal seeks to address 68 acres of private property fuels treatment in the community of Vernon, Arizona. Forty-five residents with a total of 550 acres are ready for fuels treatment and some had begun stewardship plans in 2016. Apache County's Fuels Mitigation Specialist will work in tandem with the Vernon Fire Chief to contact those individuals already interested in mitigation on their property. The next step is to have them complete a 'Landowner Agreement' which outlines the roles and responsibilities of the property owners and the County. That agreement allows for a full FIREwise site assessment to be conducted. The landowner is counseled on what type of treatment should take place and any other things they can do to reduce the threat of wildfire. Property assessments will also determine the type of treatment that should be prescribed. Each assessment looks at buildings and infrastructure on the site. The Firewise and defensible space guidelines are utilized to determine how much vegetation should be removed near structures. Smaller lots make it pertinent to involve neighbors for seamless and effective treatment. Pictures are taken of the property, with several points documented for pictures to be taken after treatment is complete. A written assessment is compiled with pictures and sent to the property owner and the County for the parcel file. With the assessment and landowner agreement on hand, funding is set aside for treatment. Apache District 3 Manager will manage the grant program. The County's Field Operations Manager will be the main point of contact for property owners. Vernon Fire will help to conduct site assessments and perform fuels treatments. Apache County Probation Services will partner in chipping and hauling off debris as well as hauling and distributing firewood throughout the County. Sites have already been identified for firewood distribution. Those sites include local churches, Navajo Nation Chapter Houses, and local Senior Centers. These sites will make sure that the firewood goes to those citizens who otherwise can't afford heating fuels. Arizona State Forestry's Northeast District will help with outreach to citizens and utilize their conservation crews on sites that require more technical work.

The information from the the Landowner Agreement will be sent to the District 3 Manager, who is charged with maintaining property files, financial documents, and reimbursements. Once the assessment and paperwork are in order, actual mitigation work will be coordinated by the Apache County District 3 Field Operations Manager and Hazardous Fuels Specialist along with the Vernon Fire Department. They will collaborate to complete the projects. Property owners will be required to match 10% of total treatment costs, which will be counted toward program match. Fuels treatments for 68 acres is calculated at \$73,440 in grant funds and \$8,333 in match from property owners. An additional \$1,560 will go toward administration, supplies, and travel. Apache County Probation services will work with the County and Vernon Fire to chip debris and haul useable firewood away from the sites. This firewood will be distributed around the County for heating fuel. Probation's time and equipment will be reported as program match. Payments can be processed once an 'after' assessment is complete. This documentation will be placed in the parcel file and sent to the State in quarterly progress reports.

Arizona State Forestry – Project Budget Worksheet

Project: WFHF 14 Apache County

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$1,000	\$0	\$0	\$1,000
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$300	\$0	\$0	\$ 300
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$260	\$0	\$0	\$ 260
Contractual:	\$73,440	\$8,333	\$0	\$81,773
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$75,000	\$8,333	\$ 0	\$83,333

Budget Narrative	
Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed). Property owners will be required to match 10% of total treatment costs, which will be counted toward program match. Fuels treatments for 68 acres is calculated at \$73,440 in grant funds and \$8,333 in match from property owners. Contractual: Grant Share: \$73,440 Homeowner Match: \$8,333 (10% of the entire grant- including match) Other Grant Share Costs: \$1,560 Administrative Labor: \$1,000 Travel: \$300 Supplies: \$260	

Budget Narrative - Continued	
	Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

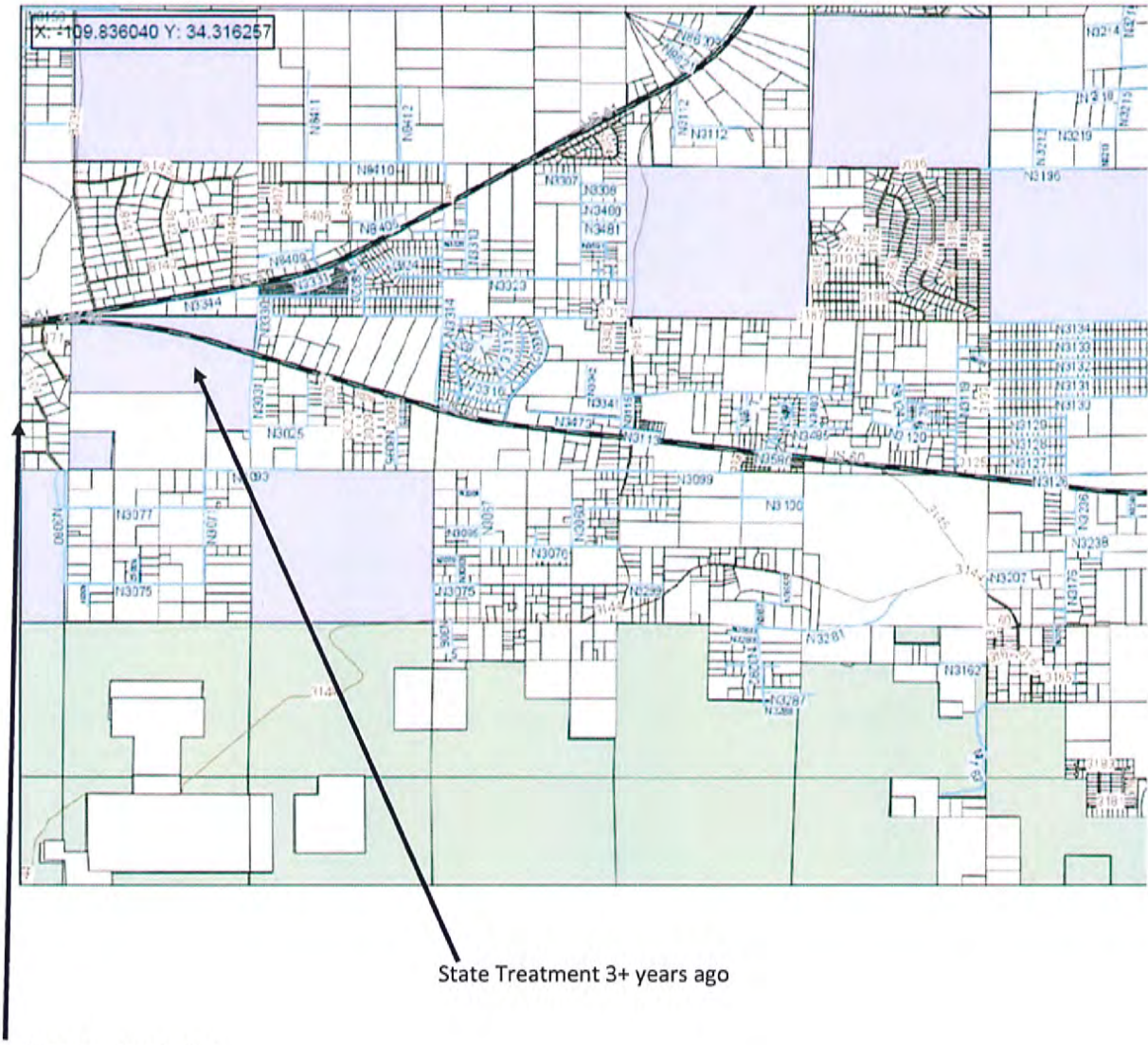
Vernon Mitigation Project Timeline												
<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>	<u>Jan-19</u>	<u>Feb-19</u>	<u>Mar-19</u>	<u>Apr-19</u>	<u>May-19</u>	<u>Jun-19</u>	<u>Jul-19</u>
Contract in place			Quarterly Report			Quarterly Report			Quarterly Report			Quarterly Report
Property owners notified	Thinning treatments		possible winter weather shutdown									
Site Assessments												
			40 acres complete						60 acres complete			90 acres complete

Included are here two satellite pictures: one is recent as of this year, (2014 map above), the other was taken in 1998 (below). The difference one can see in the 16 years is profound.

(Provided by Vernon Fire District)



This map details parcels within the targeted project area. The purple is State land, the green is Forest Service, and the white is private property.



State Treatment 3+ years ago

Navajo/Apache County line

parcel number	County Road	Acreage
106-76-039	3087	0.63
106-70-063	3120	
106-70-061	3120	0.9
106-68-001c	3124	2.58
106-37-271	3129	1.07
106-37-040	3133	1.17
106-69-012g	3138	8.2
106-38-002q	3140	4.7
106-05-003b	3140	221.48-10
106-56-004b	3140	2.5
106-69-018b	3140	9.74
106-56-003f	3140	4.7
106-71-019k	3140	1.75
106-56-007g	3140	5.19
106-52-015w	3144	4.69
106-52-015x	3144	1.35
106-22-015	3144	5.18
106-44-025	3147	1.37
106-64-124	3151	2.05
106-61-038	3158	5.53
106-61-035	3158	4.8
106-64-033	3158	2.07
106-64-050	3159	3.09
106-41-020o	3161	1.1
106-63-014	3168	5.18
106-64-104	3175	2.28
107-62-009	3205	1
106-41-044b	3205	5
106-39-002u	3241	7.07
106-39-002t	3241	7.02
106-30-002n	3284	2.83
106-54-016i	3323	3.8
106-36-047a	3398	18.58
106-36-024p	3398	30.18
106-36-024l	3398	10.9
106-72-035	8143	3.9
106-72-041	8143	3.95
106-10-001	FR 61	115
106-39-007b	n3236/3238	21
106-36-024g		
106-58-017		
106-31-003g		6.27
106-72-023		4.79
106-75-087		5.58
103-20-071		1.04
		551.21

38.5

12

10

ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants

Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
 - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) Use forced labor in the performance of the award or subawards under the award.
2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -
 - (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantees sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL		
Project Objectives	Total Project Goal	Previously Reported	+ Current Quarter	= Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.

(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made **THIS QUARTER** in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the **OVERALL** measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: _____

Organization Name: _____

Total Grant Amount: _____

Total Match Required: _____

Grant Expiration/End Date: _____

(Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	_____	_____	_____
Personnel	_____	_____	_____
Contracted Services	_____	_____	_____
Supplies	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Volunteer time	N/A	_____	_____
In-Kind Contributions	N/A	_____	_____
Total:	_____	_____	_____

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

* As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature _____

Title _____

Date _____

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

Arizona Dept. of Forestry and Fire Mgt.

Reimbursement Request - Printable / Rev. 09 2017

**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED (MM-DD-YYYY)



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

PROJECT MAPPING – Map Data is required for all grant projects.

In an ongoing effort to map forestry, fire mitigation, invasive plants, and other projects, all grantees are required to provide mapping information for grant related activities. It is understood that organizations vary in their resources and levels of expertise, and this form is designed to identify points of contact, expected mapping capabilities, and possible needs for assistance.

Please complete the information below and return it to our office via fax or USPS prior to initiation of grant funded activities.

Organization Name:	_____	Date:	_____
Address:	_____		
City:	_____	State:	_____ Zip: _____
Primary Grant Contact:	_____		
Phone:	_____	E-Mail:	_____
Mapping Contact Name (if different):	_____		
Phone:	_____	E-Mail:	_____

PROJECT INFO:

Project Name:	_____	Project ID:	_____
Activity (Type of work to be completed – thinning, prescribed burn, invasive plant treatment, etc):			

Expected Acres:	_____	Expected Start Date:	_____ Expected Completion Date: _____
Implementer (Who will be doing on-the-ground work – your organization, volunteers, contractor, etc.):			

County:	_____	Property Ownership:	_____
Is any type of formal Environmental Assessment being conducted or required for this project? _____			
If so, please explain: _____			
Other comments: _____			

MAPPING: Map data is required for all grant projects.

- What type of mapping data will your organization be able to provide?

(See page 2 for more information on mapping options)	Comments:
☐ 1. GIS Data (Preferred)	
☐ 2. Paper Map	
☐ 3. Location Coordinates only	
Special Circumstances	
☐ We may need assistance in mapping or determining best methods.	

- Does any mapping information already exist that identifies the planned project area?

(If so, please include a copy with this form or information on how the Office of the State Forester can obtain the information)

Please return this completed form to:
(or contact us with questions)

GIS/Mapping
Office of the State Forester
1110 West Washington, Suite 100
Phoenix, AZ 85007
FAX: (602) 771-1421

Grant Mapping Requirements

All final project reports must include geospatial information (map data) in addition to the information required by the grant administrator. There are a few options available for grant recipients to provide these data.

The options are outlined as follows:

Option #1 – GIS Data (Preferred):

Data files (Shapefile or personal Geodatabase) created using a GIS application such as ESRI ArcGIS, may be submitted by E-Mail, FTP, CD, or other method and should include pertinent treatment attributes.

Option #2 – Paper Map

If GIS capabilities are not available, a sketched perimeter of the treatment or activity is acceptable on a standard 7.5-minute USGS quad map or other standard base map.

Option #3 – Location Coordinates

If no mapping capabilities are available, the geographic coordinates (LATITUDE and LONGITUDE) of the project should be provided. It can either be a single point or a series of points (track file) from a GPS unit. These coordinates should be included in either written or electronic format along with the other attribute information.

Special Circumstances

If you need assistance in mapping, determining best methods of mapping, or have a special situation that may not be conducive to mapping, please contact the GIS Section at the Arizona State Forestry Division at (602) 771-1400.

Questions and Assistance

For additional information on reporting fuels treatments and grant activity mapping please call (602) 771-1400.

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

date/time stamp

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

Malena Bazurto, District 3

Date/Signature: 7/27/18

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

Review and possible approval of a crew use agreement between Arizona Department of Forestry and Fire and Apache County for work planned in the Vernon area. A Hazardous Fuels Mitigation grant has been awarded to the County and this agreement would allow work under that contract.

//BOS Meeting Date Requested August 6, 2018

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

Malena Bazurto

From: Joe Young
Sent: Thursday, July 26, 2018 2:32 PM
To: Malena Bazurto
Subject: RE: Agenda Item

The agreement is legal and a valid contract.

From: Malena Bazurto [mailto:mbazurto@co.apache.az.us]
Sent: Monday, July 23, 2018 7:39 AM
To: Joe Young
Subject: Agenda Item

Joe,
Can you please review this agreement for the next BOS meeting.
Thank you.
Malena

From: Joseph Roznovak [mailto:jroznovak@dffm.az.gov]
Sent: Monday, July 23, 2018 7:17 AM
To: Malena Bazurto <mbazurto@co.apache.az.us>
Cc: Darrell Craig <dcraig@dffm.az.gov>
Subject: Vernon WFHF CUA

Here is the Crew Use Agreement for the 2014 WFHF funds for the Vernon area. Please sign and have back to me. Thank you.

--
Joe Roznovak
Escudilla Crew Captain
Arizona Department of Forestry and Fire Management
602-329-6083





Douglas A. Ducey
Governor

Office of the State Forester

Arizona Department of Forestry and Fire Management



Jeffery C. Whitney
State Forester

Kurt Schnieder
Northeast District Manager
928-358-6019

Crew Use Agreement

Vernon WFHF 18

Agreement entered into this 24th day of July, 2018 between Apache County, herein called the "party or parties" and Arizona State Department of Forestry and Fire Management, 1110 West Washington, Suite 100, Phoenix, Arizona 85007, herein called the "DFFM".

This Agreement shall be completed under the terms and conditions specified, are an estimated project cost of \$1,500 per day per crew as long as needed. This will cover work completed from the date this agreement is authorized by both the Parties and DFFM, through the 31th day of December, 2019. (Agreement extensions can be negotiated given timely notification)

Scope of Agreement:

- DFFM will:
 - Provide a Department of Corrections (DOC) supervised State Forestry Crew, herein called the "Crew"
 - Provide a DFFM Crew Captain, herein after called the "Crew Manager"
 - Provide Crew vehicles
 - Provide DFFM equipment
- The Crew will complete the following tasks:
 - Cut and Thin area to prescription
 - Chip and Haul Slash from felled trees
 - Pile slashed material for burning
 - Burn piled slash
- Project cost that will be billed to the Parties include:
 - DFFM Crew and Crew vehicles
 - A DFFM Crew Manager,
 - DFFM equipment
 - Miscellaneous and/or specialized equipment needed to accomplish project described in scope of agreement or used upon request of the parties. Use of this equipment, the associated costs, and expectations will be included in this agreement and listed on the Project Work Summary
 - Additional cost could be incurred if the Crew is needed outside of regular daily or weekly work schedules; these costs could include DOC Officer overtime
- Due to the nature of the Crew (inmates), there are possible unplanned work delays or stoppages in which the parties will be properly notified as soon as possible
- The DFFM Crew can also be pulled off of the project in the event they are needed to respond to a wildfire in which the parties will be notified as soon as possible

Duty ♦ Respect ♦ Integrity



Douglas A. Ducey
Governor

Office of the State Forester

Arizona Department of Forestry and Fire Management



Jeffery C. Whitney
State Forester

Kurt Schnieder
Northeast District Manager
928-358-6019

DFFM Resources and/or Parties Responsibilities

DFFM responsibilities include:

- Provide the Crew to accomplish the project described in the scope of agreement
- Provide all standard tools and personal protective equipment (i.e. chainsaws, axes, gloves, hardhats, etc...) to accomplish the project described in the scope of agreement in a safe and efficient manner
- Provide transportation for the Crew to and from the project site
- Ensuring that a Crew Manager oversees the work being accomplished and that he/she communicates on a regular basis with the parties concerning the work and or any issues that may arise from the project
- Should DFFM decide to cancel this Crew Use Agreement, they must do so by giving a minimum of thirty (30) day notice, in writing and the parties will be responsible for any work completed up to the cancellation date

Parties' responsibilities include:

- Ensuring communication on a regular basis with the Crew Manager concerning the projects
- Ensures that the project is well marked and the property boundaries are accurately defined
- Obtains written authorization of third party private property owners, if applicable in project described in scope of agreement
- Provides any specialized materials, tools or personal protective equipment beyond the standard equipment provided by the Crew; unless stipulated in the Scope of Agreement.
- Should the parties decide to cancel this Crew Use Agreement, they must do so by giving a minimum of thirty (30) day notice, in writing and will be responsible for any work completed up to the cancellation date

Location and/or map

Vernon township area, multiple private properties

Reporting/Recording Requirements:

The Crew Manager will complete a weekly or bi-weekly work summary that will be reviewed by DFFM and used to create an invoice for payment by the parties. The work summary is available to the parties by request. The work summary includes current rates charged for the crew hours, vehicles, equipment, crew manager, DOC overtime, etc. In certain circumstances, more than one project number can be assigned with one agreement and completed work will be delineated by location and project number on the Work Summary completed by the Crew Manager.

Pre-work Consultations:

After the agreement is authorized by both DFFM and the parties, but before work shall begin, the crew manager shall meet with the parties to discuss the specific terms, condition, specifications, and expectations of the agreement. The crew manager may request any other pertinent information from the parties; such as surveys and or boundary markers.

Payment:

The parties are responsible for 100% of the accrued cost that will be invoiced after any work has been completed. (Discuss terms of billing cycle for project. Example: Weekly, bi-weekly or upon completion of entire project if project is able to be completed within a short enough time period that follows DFFM policy)

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Douglas A. Ducey
Governor

Office of the State Forester

Arizona Department of Forestry and Fire Management



Jeffery C. Whitney
State Forester

Kurt Schnieder
Northeast District Manager
928-358-6019

Billing Address:

Apache County, Malena Bazaruto, PO Box 428 St. Johns AZ 85936

Audit of Records:

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

Cancellation for Conflict of Interest:

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

Non-Discrimination:

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

The Arizona State Department of Forestry and Fire Management utilizes DOC crews to accomplish work in areas where one or more of the following conditions occur:

- Local resources are not available for the type of work or for the schedule required.
- The specified project is being used as a training activity to maintain necessary skills for forestry, fuels mitigation, and fire response activities - and ongoing readiness for statewide response to wildland fires and other disasters.

The Department of Forestry and Fire Management / Department of Corrections (DOC) Fire and Fuels crews are maintained to provide forestry, fire mitigation, and firefighting resources to the State of Arizona and Arizona communities where local resources are limited or unavailable. The intent is not for state DOC crews to displace local workers or to be a long-term substitute for local employment opportunities.

By entering into this agreement, the customer acknowledges they have evaluated the availability of a local workforce, and that entering into this agreement is in the best interest of the community.

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Douglas A. Ducey
Governor

Office of the State Forester

Arizona Department of Forestry and Fire Management



Jeffery C. Whitney
State Forester

Kurt Schnieder
Northeast District Manager
928-358-6019

Applicable Law:

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

Arbitration:

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

Amendment:

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

Duty ♦ Respect ♦ Integrity

Northeast District Office ♦ 2922 W. White Mountain Blvd. ♦ Lakeside, Arizona 85929 ♦ Main: (928) 537-8081 ♦ Fax: (928) 367-1035



Douglas A. Ducey
Governor

Office of the State Forester

**Arizona Department of Forestry
and Fire Management**



Jeffery C. Whitney
State Forester

Kurt Schnieder
Northeast District Manager
928-358-6019

Signature

Reserved for ASF Representative	Reserved for Parties Representative
Signature _____ Date _____	Signature _____ Date _____
Darrell Craig AFMO	
Typed Name and Title Arizona State Department of Forestry and Fire Management	Typed Name and Title Program Coordinator
Entity Name 1110 W. Washington Suite 100	Entity Name PO Box 428
Address Phoenix, Arizona 85007	Address St. Johns, AZ 85936
City, State Zip	City, State Zip 928-337-7639
Contact Phone Number	Contact Phone Number

ASF Fiscal Staff Only:	Acknowledgement sent: ☐
Project #: _____ PCA: _____	

Duty ♦ Respect ♦ Integrity

Northeast District Office ♦ 2922 W. White Mountain Blvd. ♦ Lakeside, Arizona 85929 ♦ Main: (928) 537-8081 ♦ Fax: (928) 367-1035



Douglas A. Ducey
Governor

Office of the State Forester

**Arizona Department of Forestry
and Fire Management**



Jeffery C. Whitney
State Forester

Kurt Schnieder
Northeast District Manager
928-358-6019

ASFD Equipment Rate Sheet

March 2014

Equipment Type	Daily Rate	Mile/Hr Rate
Inmate Labor (Project)		\$4.50
Inmate Labor (Prescribed Fire)		\$8.00
3/4 Ton Truck	\$ 35.00	\$ 0.44
1/2 Ton Truck	\$ 19.80	\$ 0.36
Crew Buggy	\$ 86.08	\$ 1.04
Chipper Truck	\$ 35.00	\$ 0.44
Chipper 10	\$ 15.70	\$ 10.00
Chipper 14	\$ 19.12	\$ 11.00
Chipper 15	\$ 19.98	\$ 11.25
Chipper 18	\$ 22.54	\$ 24.00
6 Wheel UTV w/ Trailer	\$ 75.00	
Ranger UTV		\$ 10.00
ATV with Trailer	\$ 50.00	
Suburban	\$ 35.00	\$ 0.44
Blazer		\$ 1.35
Type 3 Engine (FEP)		\$ 66.00
Type 5 Engine	\$ 84.54	\$ 0.90
Type 6 Engine (FEP)		\$ 37.00
Type 6 Engine	\$ 19.75	\$ 0.89
5 Ton		\$ 0.93
Skid Steer Tractor	\$ 63.00	\$ 27.00
Skid Steer Truck	\$ 43.00	\$ 0.66

Version 2003

Duty ♦ Respect ♦ Integrity

Northeast District Office ♦ 2922 W. White Mountain Blvd. ♦ Lakeside, Arizona 85929 ♦ Main: (928) 537-8081 ♦ Fax: (928) 367-1035

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, District 3

Date/Signature: 7/27/18



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

Review and possible approval of an agreement between Vernon Fire District and Apache County for work planned in the Vernon area. A Hazardous Fuels Mitigation grant has been awarded to the County for fuels treatment in Vernon and this agreement would allow work under that contract.

//BOS Meeting Date Requested August 6, 2018

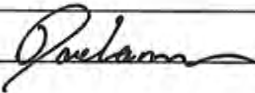
PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature

Finance Review: __

Signature



Human Resources Review: __

Signature

Other Review: __

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials





Vernon Fire District Phone – 928-537-4895
PO Box 400 Fax – 928-537-7543
Vernon AZ 85940 Email – admin@vfdmail.org
Website – vernonfiredistrict.org

CONTRACT

Agreement entered into _____ with Apache County and the Vernon Fire District (VFD) PO Box 400, Vernon AZ 85940.

This agreement will be completed under the terms and conditions specified.

The Vernon Fire District (VFD) agrees to perform assigned “Hazardous Fuels Reduction” work as agreed upon and specified by the Apache County Grants Manager (ACGM).

Scope of Agreement:

- VFD will:
Provide trained personnel and a “Crew Boss” who will perform the scope of work, as specified in this agreement, here in referred to as “Crew”. VFD will also provide Crew vehicles and Equipment necessary to perform the scope of work as specified in this agreement.

VFD will provide a representative to meet with Apache County personnel for the assessment of all properties selected for consideration of the grant.

VFD will, if selected for a specific project, meet with the “Landowner”: for the purpose of providing a specific estimate and agreement for the scope of work provided on private property.

Project Costs

- Each separate assignment will be referred to as the “Project”.
- Project cost estimates for work performed include expenses for payroll, vehicle operating costs, specialized equipment rental, specialized equipment purchases and specialized equipment operating expenses.
- Project costs are estimated to be \$1200.00 per acre of treatment. The rate will fluctuate as per vegetation amounts and specified work as established with agreement between VFD and the “Landowner”.

- Project costs will be billed as per the agreed amounts as agreed and specified by the Apache County Grants Manager.

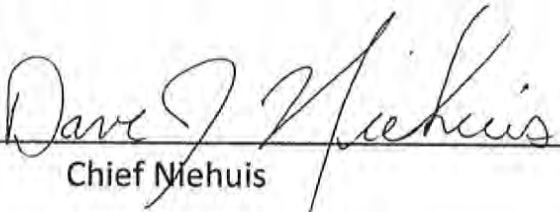
Project Work Outline

- The crew will complete the following tasks:

Clean and clear vegetation on specified project properties as specified in the work agreement, as established by VFD and the Landowner.

Project Duration

- The time determined for each project will be estimated at the time of quote from VFD to the Landowner.
- Project time may be extended to include overtime in situations where the completion of the project places the "Crew" in a work period that places individuals into an overtime situation.
- Project time may also be extended due to inclement weather, hazards or other safety issues.
- VFD functions as an all hazards emergency services organization, there may be times when the "Crew" and equipment will be called away from "Projects" to assist VFD with emergencies thus extending project time.
- The VFD "Crew" can also be called away from "Projects" to respond to Wild fires in and out of the state of Arizona thus extending project time.
- VFD will include in their agreement with "Landowner" language that stipulates the potential for "Crews" to be called away for emergencies and wild fires subsequently causes unspecified delays in "Project" completion.



Chief Niehuis

Date 7-26-18

Apache County Grants Manager

Date _____

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

date/time stamp

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

County Manager

Date/Signature:

8/27/18



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

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

BOS Meeting Date Requested

9/5/18

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