

CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER WALT'S
HARDWARE**

06/06/2014 THRU 06/19/2014

TOTAL

\$1674.02

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R	
6/18/2014											
06142014	1 Inv	SUPPLIES	06/14/2014 06/25/2014	97.17	0 No		.00	001-060-5026		6/14	
06142014	2 Inv	SUPPLIES	06/14/2014 06/25/2014	296.46	0 No		.00	001-031-5059		6/14	
06142014	3 Inv	SUPPLIES	06/14/2014 06/25/2014	204.16	0 No		.00	001-099-5026		6/14	
06142014	4 Inv	SUPPLIES	06/14/2014 06/25/2014	29.82	0 No		.00	002-092-5026		6/14	
06142014	5 Inv	SUPPLIES	06/14/2014 06/25/2014	7.16	0 No		.00	001-084-5026		6/14	
06142014	6 Inv	SUPPLIES	06/14/2014 06/25/2014	61.52	0 No		.00	001-048-5030		6/14	
06142014	7 Inv	SUPPLIES	06/14/2014 06/25/2014	201.48	0 No		.00	001-005-5026		6/14	
06142014	8 Inv	SUPPLIES	06/14/2014 06/25/2014	40.02	0 No		.00	001-050-5026		6/14	
06142014	9 Inv	SUPPLIES	06/14/2014 06/25/2014	372.37	0 No		.00	001-031-5026		6/14	
06142014	10 Inv	SUPPLIES	06/14/2014 06/25/2014	118.61	0 No		.00	007-087-5026		6/14	
06142014	11 Inv	SUPPLIES	06/14/2014 06/25/2014	31.92	0 No		.00	002-091-5026		6/14	
06142014	12 Inv	SUPPLIES	06/14/2014 06/25/2014	42.64	0 No		.00	001-040-5026		6/14	
06142014	13 Inv	SUPPLIES	06/14/2014 06/25/2014	30.17	0 No		.00	001-031-5026		6/14	
06142014	14 Inv	SUPPLIES	06/14/2014 06/25/2014	6.07	0 No		.00	002-091-5026		6/14	
06142014	15 Inv	SUPPLIES	06/14/2014 06/25/2014	98.15	0 No		.00	001-031-5026		6/14	
06142014	16 Inv	SUPPLIES	06/14/2014 06/25/2014	6.26	0 No		.00	001-050-5026		6/14	
06142014	17 Inv	SUPPLIES	06/14/2014 06/25/2014	18.65	0 No		.00	001-084-5022		6/14	
06142014	18 Inv	SUPPLIES	06/14/2014 06/25/2014	11.39	0 No		.00	001-031-5026		6/14	
Total 06142014				1,674.02							
Total 9700				1,674.02							
Total 6/18/2014				1,674.02							

06/18/2014 GL Period Summary

GL Period	Amount
6/14	1,674.02
	<u>1,674.02</u>

Report Criteria:

Invoice Vendor No = 9700

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
6/11/2014											
WALT'S HARDWARE 9700											
05312014	1	Inv	SUPPLIES	05/31/2014	142.13	0		.00			6/14
				06/11/2014		No			001-040-5026		
05312014	2	Inv	SUPPLIES	05/31/2014	337.68	0		.00			6/14
				06/11/2014		No			001-060-5026		
05312014	3	Inv	SUPPLIES	05/31/2014	15.63	0		.00			6/14
				06/11/2014		No			001-048-5030		
05312014	4	Inv	SUPPLIES	05/31/2014	26.29	0		.00			6/14
				06/11/2014		No			002-090-5026		
05312014	5	Inv	SUPPLIES	05/31/2014	44.17	0		.00			6/14
				06/11/2014		No			002-091-5026		
05312014	6	Inv	SUPPLIES	05/31/2014	41.70	0		.00			6/14
				06/11/2014		No			002-092-5026		
05312014	7	Inv	SUPPLIES	05/31/2014	88.05	0		.00			6/14
				06/11/2014		No			007-087-5026		
05312014	8	Inv	SUPPLIES	05/31/2014	63.63	0		.00			6/14
				06/11/2014		No			001-099-5026		
05312014	9	Inv	SUPPLIES	05/31/2014	79.87	0		.00			6/14
				06/11/2014		No			002-091-5026		
05312014	10	Inv	SUPPLIES	05/31/2014	383.85	0		.00			6/14
				06/11/2014		No			001-031-5026		
Total 05312014					1,223.00						
Total 9700					1,223.00						
Total 6/11/2014					1,223.00						

06/11/2014 GL Period Summary

GL Period	Amount
6/14	1,223.00
	1,223.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF HOLBROOK
AND HOLBROOK CHAMBER OF COMMERCE**

This **MEMORANDUM OF UNDERSTANDING (“MOU”)** is made this day, **30th of June, 2014** between the **City of Holbrook and Holbrook Chamber of Commerce** (Chamber)(the parties), for the use of the **Historic Navajo County Courthouse, Annex Wing and Grounds.**

RECITAL:

- A.** The MOU is between these parties and separate from their individual MOU agreements with the Navajo County Historical Society. This MOU shall not conflict with the parties’ MOU with the City of Holbrook, nor the MOU held between the Navajo County Historical Society and Navajo County. Both parties greatly appreciate the physical and/or financial support provided by the two government entities.
- B.** As the parties are both not-for-profit organizations that have specific purposes and obligations to serve the community and public at large, they are organizations whose activities and services are to compliment Holbrook for both Holbrook citizens and business community, as well as for visitors.
- C.** As users of this property, both parties agree to their respective rights and obligations with respect to this property.

Therefore, the parties acknowledge and agree to the following for the period of this MOU, which is to be for one (1) year, July 1, 2014 through June 30, 2015. This MOU is to be reviewed by both parties and amendments proposed if necessary one(1)month before its renewable date.

AGREEMENT:

- 1.** The Holbrook Chamber of Commerce maintains its office and storage space in the Annex wing and the Chamber has its office and storage space on the opposite side of the Annex wing.
- 2.** The City of Holbrook will be responsible for all utilities, including the phone. If a separate phone line is requested the Chamber will be responsible for payment.
- 3.** The City of Holbrook will provide a budget of \$57,000 for the 2014-2015 Fiscal year to be divided evenly over 12 months. Payments will be made on the first business day of each month in the amount of \$4750.00 monthly.

4. Any modifications or improvements to parties' office area, hallways, building, grounds, signage etc. should be discussed first by all parties as outlined in the Courthouse Use Guidelines.

Both parties shall be responsible for maintaining their respective areas in good condition. Neither party will allow equipment, supplies, etc. to be placed in hallways, back storage areas or in any public area.

5. The City of Holbrook will continue to maintain the downtown marquee. The City and Chamber will continue to work in partnership in advertising Chamber members as part of their membership agreement between the business and the Chamber.

6. This MOU is subject to cancellation provisions of A.R.S. 38-511.

7. The City of Holbrook agrees to allow the Holbrook Chamber of Commerce Man and Woman of the year to be the Grand Marshals of the Christmas Parade of Lights.

8. Each party shall indemnify, defend and hold harmless the other party and the other party's officials, employees and agents from and against any and all claims, actions, liabilities, costs or expenses arising out of the indemnifying party's use of occupancy of the Historic Navajo County Courthouse and grounds, including the use by any invitees, visitors, agents or servants. Both parties are to obtain general liability insurance for not less than \$1 million as required by the City of Holbrook.

This MOU shall be effective upon the respective board of directors and authorized signatures by both parties.

A request to rescind this MOU may be submitted with a 60 day notice of intent, by both party and mutual agreement, providing said rescinding does not affect either party's MOU with the City of Holbrook.

CITY OF HOLBROOK

By _____ Title _____ Date _____

HOLBROOK CHAMBER OF COMMERCE

By _____ Title _____ Date _____

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF HOLBROOK & THE NAVAJO COUNTY
HISTORICAL SOCIETY

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this ____ day of June, 2014 between the CITY OF HOLBROOK, ARIZONA, a municipal corporation of the State of Arizona (the “City”) the NAVAJO COUNTY HISTORICAL SOCIETY (“Historical Society”) (collectively referred to as the “Parties”).

RECITALS:

- A. Pursuant to a Lease dated July 1, 2008, (the “Lease”) the City leased from Navajo County the building known as the Old Navajo County Courthouse, located in downtown, Holbrook, Arizona (the “Property”).
- B. Pursuant to the Lease, the County and the City have certain rights and responsibilities which are not altered, amended or abolished by this MOU.
- C. The City, the Historical Society and the Holbrook Chamber of Commerce as users of the Property, which includes an Annex are desirous of setting forth their respective rights and obligations with respect to the Property.

Now Therefore, in consideration of the mutual covenants and considerations hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

- 1. The City shall have the following responsibilities with respect to operation and maintenance of the Property:
 - A. The City will continue to assume the rights and responsibilities set forth in the Lease with Navajo County and nothing herein will be deemed to relieve the City from such rights and responsibilities.
 - B. The City shall provide general liability insurance for the Property pursuant to the terms of the Lease. The City shall pay for all water, sewer and trash service. The City shall also pay for all utility charges, and shall maintain the building pursuant to the lease.
 - C. The City shall also provide ground maintenance and general janitorial services, including supplies, for cleaning of the Property except for the portion of the property referred to as the “Annex” and for which the County pays for electric and gas pursuant to the Lease.
 - D. The City shall provide a budget for the Historical Society for them to provide an employee. The Historical Society agrees to staff an employee for 7 days a week from 8:00 a.m. to 5:00 p.m., unless otherwise determined, and legal holidays accepted. The agreed upon budget will be \$2,700 to be paid on the first of each month.

- 2. The Historical Society shall have the following responsibilities with respect to the operation and maintenance of the Property:
 - A. The Historical Society currently has office space in the Annex, which office space the City has permitted the Historical Society and the Holbrook Chamber of Commerce to use. The Historical Society also provides for displays on all floors. The Historical Society agrees to continue providing for exhibits and displays.

- B. The Historical Society shall provide for the term of this MOU reception services at the Property, Monday through Sunday from 8:00 a.m. to 5:00 p.m.
3. The Historical Society agrees to be responsible for providing their own furniture and office supplies. Any structural modifications to any portion of the Property must be approved by the City in writing in advance of such modifications. Each Party agrees to keep the portion of the Property that it utilizes to building standards and in good condition during the duration of this MOU.
 4. The term of this MOU is from July 1, 2014 through June 30, 2015. The parties may renew this MOU for additional one year terms provided such agreement is in writing and signed by all parties.
 5. The Parties agree that the exhibits and displays shall be open to the public whenever the visitor center is open, excluding holidays. During this time, the hours of operation are from 8:00 a.m. to 5 p.m., unless determined otherwise by the City. The reception area should be staffed with trained and knowledgeable individuals who can answer questions regarding tourism in the area and services provided. Staff should be pleasant and cordial at all times.
 6. Each party shall indemnify, defend and hold harmless the other party and the other party's officials, employees and agents from and against any and all claims, actions, liabilities, costs or expenses arising out of the indemnifying party's use or occupancy of the Property, including the use by any invitees, agents or servants. In addition to the forgoing, the Historical Society shall obtain general liability insurance against all risks of liability associated with the party's occupancy of the Property. The City shall be named as an additional insurance and shall have limits of not less than \$1 million per occurrence or as otherwise agreed to in writing by the City.
 7. Each party agrees, during the term of this MOU, to keep and maintain the Property and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of this MOU, reasonable wear and tear and damage by unavoidable casualty only excepted.
 8. This MOU is subject to the cancellation provisions of A.R.S. 38-511.
 9. This MOU shall be effective upon signature by all Parties.

Navajo County Historical Society

By _____ Title _____ Date _____

City of Holbrook

By _____ Title _____ Date _____



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES



**MEMORANDUM OF UNDERSTANDING REGARDING THE
eTRACE INTERNET BASED FIREARM TRACING APPLICATION**

**Memorandum of Understanding
between the
HOLBROOK POLICE DEPARTMENT
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their on-going commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.

Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all

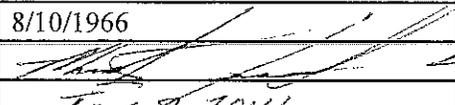
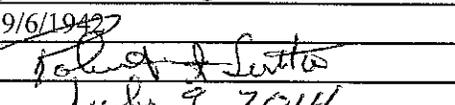
communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: Phoenix Field Division

Address: 201 E. Washington Street
Suite 940
Phoenix, Arizona 85004

	Designated ATF Contact	Alternate ATF Contact
Name:	Daniel Levy	
Title:	Firearms Program Specialist	
Phone #:	(602) 776-5415	

Participating Law Enforcement Agency Name: HOLBROOK POLICE DEPARTMENT
Agency Address: 120 E. BUFFALO STREET
HOLBROOK, AZ 86025

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	MARK JACKSON	ROBERT SUTTON
Title:	CHIEF OF POLICE	EVIDENCE TECHNICIAN
Phone #:	(928) 524-2295	(928) 524-3992
Email Address:	JACKSONHPD@CABLEONE.NET	RSUTTONHPD@CABLEONE.NET
Date of Birth:	8/10/1966	9/6/1942
Signature:		
Date:	June 9, 2014	July 9, 2014

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.

3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should be mailed to the ATF National Tracing Center at the following address:

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133, ext. 1540
eMail: eTraceAdmin@atf.gov

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY". The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.

- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.
- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112-55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency's legal counsel prior to any data-sharing.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime".
- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies

