Joe Shirley, Jr.	Alton Joe Shepherd	Travis Simshauser
Chairman, District I	Supervisor, District II	Vice Chairman, District III

NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY FLOOD CONTROL DISRICT
February 5, 2019
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
February 5, 2019

1. Discussion and possible approval of the service agreement with Banner Health (DBA ENTECH effective January 1, 2019 through December 31, 2021 for maintenance and repair service for equipment used in the Health District. This was budgeted for in FY19.

2. Discussion and possible approval to eliminate a vacant Program Coordinator I position (range 29) and a vacant Secretary Receptionist position (range 24) and create a new full-time Administrative Coordinator position.

NOTICE OF PUBLIC MEETING AND AGENDA OF THE APACHE COUNTY FLOOD CONTROL DISTRICT HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
February 5, 2019

1. Engineering Department: Discussion and possible approval of an agreement and resolution authorizing the construction of flood control measures in the Salado community (FEMA Grant PDMC-PJ-09-AZ-2016-007) and appointing designated Applicant Agent Ferrin Crosby and Designated Project Manager Rob Toy.

NOTICE OF PUBLIC MEETING AND AGENDA OF THE APACHE COUNTY BOARD OF SUPERVISORS
February 5, 2019

1. Engineering Department: Presentation and update on the status of the Stanford (CR 8235) Road project assessment.

2. 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 January 2, 2019 and February 5, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

*B. Request approval of the minutes dated January 2, 2019 and January 15, 2019.

Superior Court:

*C. Per ARS §12-121 & §12-144, the Superior Court requests the re-appointment of Judge Steve Williams, as part-time Superior Court Judge Pro Tempore – salary is paid from state grant funds; Judge C. Allan Perkins as a full-time Superior Court Judge Pro Tempore – salary is paid from county funds. The appointment shall begin July 1, 2019 and end June 30, 2020.

3. Assessor's Office: Discussion and possible approval of a contract to secure consulting services with Judy Bender effective February 25, 2019 through June 30, 2019. Contract to be paid using existing assessor funds and will not exceed $15,000. The consultant will provide training/coaching to ensure a smooth transition and assimilation of new chief deputy in the Assessor's Office.

4. District III: Discussion and possible approval to submit a proposal to Arizona Commerce Authority's "FY19 Economic Strength Projects Grant" for repairs for Highway 191. The grant cannot exceed $500,000 with a 10% match requirement and submission deadline is March 6, 2019.

5. Engineering Department: Discussion and possible approval to lease/purchase two (2) semi-truck tractors from Rush Peterbilt for District III. Cost is $30,800 per year per unit (total Cost $61,601 per year) for five (5) years under HGACBuy Contract #HT06-18.

6. Engineering Department: Discussion and possible action to extend the limestone contract with Salt River Project through April 30, 2019.

7. County Manager: Discussion and possible approval to renew the ongoing Intergovernmental Agreement with Northland Pioneer College to provide educational programs and services in Apache County.

8. County Manager: Following a possible executive session for legal advice pursuant to A.R.S. §38-431.03 (A)(3), discussion and possible approval to move Emergency Management under the direction of the Board of Supervisors.

9. County Attorney: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) and to discuss settlement negotiations for pending or contemplated litigation pursuant to A.R.S. 38-431.03(A)(4), discussion and possible action related to the Notice of Claim received from Brannon Eagar related to PSPRS Retirement benefits.

10. County Attorney: Pursuant to the "Notice of Claim" received from Jocelyn Baca and her Minor Child, E.B.; against Apache County Sheriff, Joseph Dedman, Jr.; and Destiny Kirk, RN, Apache County Jail Nurse; an executive session is requested for legal advice pursuant to A.R.S. 38-431.03(A)(3) and to discuss settlement matters and legal options, including the county and jail district's financial status, for pending litigation pursuant to A.R.S. 38-431.03(A)(4).

11. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

    - Eastern Arizona Counties Organization meeting on February 20, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

    - The Small Counties Forum meeting on February 20, 2019 at 5:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

    - The County Supervisors Association meeting on February 21, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

12. 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 1/31/19 at 3:50 a.m. p.m. by [illegible].

Ryan N. Patterson
Clerk of the Board

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: ~~12/03/2018~~ 1/23/2019 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 service agreement with ENTEC effective 01/01/19 through 12/31/2021 for maintenance and repair service for equipment used in the Health District. This was budgeted for FY19

BOS Meeting Date Requested Feb. 5, 2019 ~~01/08/19~~

PRE-AGENDA ITEM REVIEW

Legal Review: 90 day cancellation time frame

Signature

Check if item does not require review

Finance Review: Approved. See Attached 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

From: David Lamm
Sent: Monday, December 17, 2018 11:32 AM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: Emailing: Apache County Health Department Renewal Agreement, ENTECH

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: Monday, December 3, 2018 7:37 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: Apache County Health Department Renewal Agreement, ENTECH

Josh and David,

Please review and send your approval to my attention. We would like to place this on the Jan 8, 2019 Agenda.

THx,

Kimberly

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

Apache County Health Department Renewal Agreement ENTECH

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.

Chris Sexton

From: David Lamm
Sent: Tuesday, January 22, 2019 9:59 AM
To: Chris Sexton
Cc: Kimberly Penrod
Subject: RE: Agenda Item ENTECH Agreement

Chris,

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

From: Chris Sexton
Sent: Thursday, January 17, 2019 7:21 AM
To: 'Josh Covey' <JCovey@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>
Cc: Cleta Keller <ckeller@co.apache.az.us>; Keli Sine-Shields <ksine@co.apache.az.us>; Kimberly Penrod <kpenrod@co.apache.az.us>
Subject: Agenda Item ENTECH Agreement

Hi Josh and David,

Attached is a Board agenda item for February 5, 2019. Please review and sign then return it to me.

Thank you for your assistance,
Chris Sexton

ENTECH

SERVICE AGREEMENT

By this SERVICE AGREEMENT ("Agreement"), Banner Health an Arizona Corporation, d/b/a/ ENTECH ("Provider") and the undersigned Customer, **APACHE COUNTY HEALTH DEPARTMENT SERVICES DISTRICT** ("Customer"), including the parties' respective successors and assigns, agree as follows:

1. **RECITALS.**

   1.1 Provider is in the business of providing maintenance and repair service for equipment used in the medical and health service industry;

   1.2 Customer has leased and/or purchased the equipment set forth in Exhibit "B" attached hereto (the "Equipment") and desires to retain Provider to service the Equipment (the "Services") pursuant to this Agreement.

2. **TERM.** The initial term of this Agreement shall be for (3) Three Years, commencing on January 1, 2019 (the "Effective Date") and terminating December 31, 2021. Prior to the expiration of the Term, the Agreement may be extended through a written amendment.

3. **PROVIDER'S OBLIGATIONS.** Provider agrees to provide the services below for the Equipment set forth in Exhibit "B", on the terms and conditions set forth in this Agreement and in Exhibit "A", including but not limited to:

   * Scheduled maintenance service, at the intervals indicated in Exhibit "A";
   * Service work required pursuant to changes in federal, state or local law;
   * Unscheduled Service or Emergency Repair service at the request of authorized Customer personnel (such personnel being set forth in Exhibit "A").

   Notwithstanding the above, Provider shall be under no obligation to furnish services for non-qualified equipment. For the purposes of this Agreement, non-qualified equipment shall be:

   * Any Equipment that has been modified by Customer or any other non-authorized person.
   * Any Equipment maintained under this Agreement in which Customer does not allow Provider to incorporate manufacturer recommended enhancements or improvements.
   * Any Equipment that is outside its manufacturer's specified service life.
   * Any Equipment to which Customer does not provide access to Provider personnel.
   * Any Equipment not operated in accordance within its manufacturer's manual or guidelines.
   * Any Equipment serviced by anyone other than Provider.
   * Any Equipment that has been relocated without the written authorization of Provider.

ENTECH | 7300 West Detroit Street | Chandler, Arizona 85226 | O: 602.747.9081 | F: 602.747.9003

4. **CUSTOMER'S OBLIGATIONS.** Customer agrees to use its best efforts to provide Provider safe and clear access to all of the Equipment for Scheduled Maintenance at the time agreed upon between the parties or at such dates and times necessary for Provider to carry out its obligations hereunder.

5. **BILLING AND PAYMENT.** Customer shall pay Provider the fees set forth in the attached Exhibit "A". Provider will bill Customer for the Services by an invoice detailing the Services provided during the relevant time period. The terms of payment are net thirty (30) days; provided, however, all invoices not paid within thirty (30) days of the bill date shall accrue interest on the amount due and owing at the annual rate of 18% until Provider is paid in full. If this Agreement is terminated as provided for herein, then all outstanding invoices shall immediately become due and payable upon the termination date.

6. **CERTIFICATE OF INSURANCE.** Provider will provide Customer with a certificate of insurance, upon request by Customer, which shall set forth the insurance coverage carried by or on behalf of Provider with respect to the Services provided hereunder. Provider may reasonably self-insure its obligations hereunder.

7. **STATUS OF THE PARTIES.** Provider will for all purposes be considered an independent contractor and neither Provider nor Provider's employees will be considered, or will act, either directly or indirectly, as an agent, servant or employee of Customer. Further, nothing in this Agreement shall be construed to establish a joint venture between Provider and Customer.

8. **COMMENCEMENT AND TERMINATION OF THIS AGREEMENT.** This Agreement shall become effective upon signing by authorized representatives of both parties. Either party may terminate this Agreement at any time with or without cause upon giving ninety (90) days prior written notice to the other party.

9. **MODIFICATIONS AND AMENDMENTS.** This Agreement may only be altered or amended through a written amendment signed by authorized agents of both parties; provided, however, that the prices set forth in Exhibit "A" shall be subject to change annually by Provider upon thirty (30) days prior written notice to the Customer. Within fifteen (15) days after the receipt of any such price change, the Customer may terminate this Agreement by giving Provider 30 day's written notice.

   9.1 **Changes to Inventory.** If, in the reasonable opinion of Provider, the addition or deletion of major equipment necessitates an adjustment to Exhibit A, a written Addendum itemizing the adjustment shall be negotiated in good faith and signed by authorized representatives of both parties.

10. **DEFAULT AND REMEDIES.**

   10.1 **Default.** In the event that either party fails to perform its obligations hereunder, such party shall be considered to be in default upon receipt of a written notice from the other party specifying with the specific nature of the default. If the defaulting party fails to cure the specified default within ten (10) days thereafter, then such party shall be deemed to be in breach of this contract, and the other party may pursue any and all legal remedies available, including without limitation, immediate termination of this contract and cessation of further performance of any duties and obligations of the non-defaulting party pursuant to this Agreement.

ENTECH | 7300 West Detroit Street | Chandler, Arizona 85226 | O: 602.747.9081 | F: 602.747.9003

10.2 **Injunctive Relief.** The parties agree that the remedies available at law may be inadequate and that both parties shall be entitled to equitable relief, including without limitation, injunctive relief, specific performance, or other equitable remedies in addition to all other remedies provided hereunder or available to both parties at law or equity.

10.3 **Remedies Cumulative.** No remedy made available by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or at common law or by statute.

10.4 **Costs and Attorneys' Fees.** In the event any legal action or other proceeding is pursued for the enforcement of this Agreement, or arising out of any dispute, breach, default or misrepresentation in connection with the Agreement, then the prevailing party shall be entitled to recover reasonable attorney's' fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled.

11. GENERAL PROVISIONS.

11.1 **Limitation on Actions.** No action or proceeding to enforce any rights arising under or relating to this Agreement shall be commenced more than one year after the occurrence of the specific events giving rise to the cause of action upon which such action or proceeding is based.

11.2 **Notices.** Any notice or communication to be given under the terms of this Agreement shall be in writing and delivered in person or deposited, certified or registered, in the United States Mail, postage pre-paid, addressed as noted on this signature lines of this Agreement, or to such other address as either party may from time to time designate by notice hereunder. Notices shall be effective upon delivery in person, or at midnight on the third business day after the date of mailing, if mailed.

11.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

11.4 **No Waiver by Failure to Act.** Neither failure nor any delay on the part of either party hereto in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right preclude any other or further exercise of that or any other right.

11.5 **Assignment.** This Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, Provider shall have the right to assign or otherwise transfer its interest under this Agreement to any related entity. A related entity shall include a parent, subsidiary or entity resulting from a sale of all or substantially all of Provider's assets, or from a merger or consolidation of Provider with or into another entity(s). Such an assignment shall not require the consent of approval of Customer.

11.6 **Availability of Records.** When required by federal and/or state regulations for four (4) years after the provision of services pursuant to this Agreement, Provider shall make available to the Health and Human Services Secretary, or the Comptroller General, or their duly authorized representatives, this Agreement, books documents, and records of Provider that are reasonably necessary to certify the nature and extent of such costs. If Provider carries out any of the duties of this Agreement through a subcontract with a value of cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization, such subcontracts shall contain a clause to the effect that until the expiration of four (4) years after the provision of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Health and Human Resources Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such organization that are necessary to verify the nature and extent of such cost.

11.7 **Entire Agreement.** This Agreement constitutes and embodies the full and complete understanding and agreement of Provider and Customer with respect to the subject matter and supersedes all prior understandings or agreements whether oral or in writing with regard thereto. In the event any term or provision of this Agreement is declared invalid or unenforceable for any reason, then this Agreement will nonetheless remain in full force and effect and shall be interpreted as though such invalid or illegal provision were deleted.

11.8 **Right to Subcontract.** Provider reserves the right to subcontract its obligations to perform all or any portion of the Services hereunder to an authorized third party, so long as the provision of Services meets or exceeds the requirements herein. Provider shall remain liable for provision and performance of Services, unless otherwise specifically agreed to in writing by Customer.

11.9 **Force Majeure.** Neither party shall be liable for delays in delivery or performance or failure to deliver or perform due to a cause beyond its reasonable control, including but not limited to an act of God, act or omission of the other party, act of civil or military authority, Governmental priority, fire, strike or other labor disturbance, flood, epidemic, quarantine restriction, war, riot, delay in transportation, inability due to a cause beyond its reasonable control to obtain necessary, materials, components, services, manufacturing facilities or any other commercial impracticability. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of a supply or product shortage, Provider shall have the right to allocate its available resources among its customers in such a manner as Provider deems to be equitable.

12. **SANCTIONS**

Customer hereby expressly represents and warrants to Provider that none of Customer's signature authorities and none of those signature authorities' immediate family have been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to provisions of 42 U.S.C. § 1320 a.7, or been excluded from government contracts by the General Services Administration (GSA). Further, if, during the term of this Agreement, any of Customer's signature authorities, or any of those signature authorities'' immediate family is placed on the sanctions list, Customer shall immediately notify Provider in writing of the event and such notice shall contain reasonably sufficient information to allow Provider to determine the nature of the sanction. Provider shall have the right to terminate this Agreement immediately by written notice to Customer if any of Customer's signature authorities or any of those signature authorities' immediate family is placed on the sanctions list or banned from government contracts by GSA.

13. **INDEMNIFICATION**

Each party shall indemnify and hold harmless the other, its respective employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind including costs, expenses and attorneys' fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party occurring in the performance of its responsibilities under this Agreement. Where both Customer and Provider, including their respective officers, employees, agents and subagents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

14. **LIMITATIONS OF LIABILITY, WARRANTY**

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) shall Provider's total liability to Customer for any and all loss or damage arising out of, or resulting from, this Agreement, or from its performance or breach, or from any parts or services, exceed the total fees paid by Customer (excluding reimbursable expenses and taxes, if any) for the twelve (12) month period prior to the date of the event giving rise to the alleged claim.

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability), shall Provider be liable to Customer for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, service materials or facilities, services or replacement power, down time costs.

NOTHING HEREIN IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY TO THIRD PARTIES ARISING FROM A PARTY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT.

If Provider furnishes Customer with advice or other assistance which concerns the Equipment or any part or service supplied hereunder, or any system or equipment to which same might be installed or to which it might relate and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Provider to any liability, whether in contract, warranty, tort (including negligence and strict liability), or otherwise.

Provider warrants that all labor provided hereunder will be performed by qualified technicians. Because it is impossible to predict the service life of parts and the use of Equipment, the Services provided under this Agreement are not intended to guarantee the safe operation of Equipment for every use. Other than as expressly provided for herein, no IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

15. **NON-RECRUITMENT AND NON-HIRE**. Customer recognizes that Provider has made substantial efforts and incurred substantial expense to recruit, employ and train personnel. As such, Customer shall not, without Provider's prior written consent, actively recruit for employment any individual who is performing work under this Agreement (an "Individual") during the term of this Agreement and for a period of one (1) year following the cessation of the Individual's work under this Agreement.

Customer shall provide written notice of Customer's obligations under this Section to any potential or actual provider of services similar to those contemplated by this Agreement, or any potential or actual employment agency or recruiter, prior to the engagement of such parties. In the event of a breach of the covenant contained herein, Provider shall be entitled to receive an amount equal to two (2) times the annual salary (and other compensation, including bonuses) and benefits costs which Provider would have paid over a one (1) year period in connection with such Individual. The parties agree that the aforementioned amounts are reasonable and shall constitute liquidated damages and not a penalty. Additionally, Provider shall have the right to (i) seek an injunction against further violations of this Section; or (ii) pursue whatever other remedies are available under this Agreement or at law or in equity. Customer expressly acknowledges the importance of the covenants of this provision, and recognizes that Provider would not enter into this Agreement or provide the Services to Customer, without Customer's consent to this provision. The provisions of this Section shall survive termination or expiration of the Agreement, except that in the event of dissolution or cessation of Provider's business, Provider waives all rights under this Section and Customer may actively recruit and employ Provider's employees, including any Individuals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter day and year set forth below.

Date: _____

Banner Health an Arizona Corporation
d/b/a ENTECH®
7300 West Detroit Street
Chandler, AZ 85226

By: Perry Kirwan
Its: Vice President, Technology Management

_____
Signature

Date: _____

Apache County Health Department Services District
PO Box 697
75 West Cleveland Street
St. Johns, AZ 85936

By:
Its: Chairman, Apache County Board of Supervisors

_____
Signature

By: Chris Sexton
Its: Director

_____
Signature

EXHIBIT "A"

SERVICES AND FEES

This Exhibit is attached to and incorporated in that certain Services Agreement by and between Banner Health, an Arizona Corporation, d/b/a ENTECH ("Provider") and **APACHE COUNTY HEALTH DEPARTMENT SERVICES DISTRICT** ("Customer").

Provider agrees to provide the Services for Customer's Equipment at the prices set forth below.

a. **Scheduled Maintenance Service.** As recommended by the Arizona Department of Health Services (ADHS), Joint Commission, American College of Radiology (ACR), Accreditation Association for Ambulatory Health Care, Inc. (AAAHC) and other licensing and accrediting agencies, periodic maintenance is scheduled to include:

☑ **CLINICAL EQUIPMENT SERVICES**

- All Scheduled Maintenance Labor and Travel Included in Annual Fee
- Invasive/Non-Invasive Output Verification
- Electrical Safety Inspection
- Physical Inspection and Functional Check
- Identification of Equipment Requiring Repair
- Complete Service History Documentation
    - Overall Equipment Inventory by Cost Center
    - Scheduled Maintenance summary (each inspection)
    - Delinquent Scheduled Maintenance Report
    - Quarterly Summaries

This service quotation is subject to ENTECH service inspection prior to contract start. Pre-existing issues are customer's responsibility and (or) will be omitted from service coverage above.

FACILITY	EQUIPMENT	ANNUAL FEE
Apache County Health Dept 323 S. Mountain Ave. Springerville, AZ 85938	See Exhibit "B"	$ 540
Apache County Health Dept 110 E. First St. South St. Johns, AZ 85936	See Exhibit "B"	$ 290

b. **Demand Repair and Billable Services.** Customer will be invoiced for labor, parts, shipping, and travel as incurred during demand repair. Damage (customer negligence, water and/or accidental), obsolescence, factory overhauls (e.g. refurbishments, upgrades, modifications), and special projects (e.g. installations/removals), are billed time and materials as incurred. All consumables (batteries, light bulbs, etc.) and parts required for scheduled maintenance are billable as incurred.

	Normal Working Hours	After Hours
Biomedical	$ 100	$ 150

c. **Scheduling.** Scheduled Maintenance Services will be provided during Provider's normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays. Provider will provide Customer with a Schedule describing when Customer shall make the Equipment available for regular Scheduled Maintenance Service.

d. **Response Time**. One hour is the maximum response time for returning calls. If the problem is determined by Provider to be a failure requiring on-site service, a Clinical Engineer will be dispatched. Provider provides on-site response within twenty-four (24) hours or less, Monday through Friday, and may be deferred to the next working day on weekends and holidays.

e. **Authorized Customer Personnel.** At the time of execution of this Agreement, the following personnel are designated as the representatives of Customer who have been authorized to schedule maintenance, repairs and other services with Provider pursuant to this Agreement.

(1) Cleta Keller, RN, BSN, Division Manager*

*** Primary Authorization Contact**

Provider shall use its best efforts to coordinate the services provided hereunder with the representative of Customer authorizing or requesting service, and said representative shall sign all authorizations or other documents required to be signed by Customer hereunder. Customer shall provide Provider with any changes in authorized personnel immediately, i.e., within three (3) business days. In any event, Customer agrees to pay Provider for emergency services provided hereunder in response to a request for service by any employee of Customer if Provider is unable to verify the request with an authorized representative named herein within the specified time for such emergency service.

ENTECH

Exhibit "B"
Apache County Health Department
Contract Inventory

Tag Number	Manufacturer	Model	Serial Number	Description	Facility	Risk Score	Schedule
4144826	LW SCIENTIFIC	E-8	1008472	CENTRIFUGE	APACHE COUNTY HEALTH SPRINGERVILLE	III	Jul
4178215	MIGALI SCIENTIFIC	EVOX-U1F-ADA	11167580	FREEZER	APACHE COUNTY HEALTH SPRINGERVILLE	IV	Jul
4154016	WHIRLPOOL	ER2CHMXPL04	EW3121292	REFRIGERATOR	APACHE COUNTY HEALTH SPRINGERVILLE	IV	Jul
4154017	CROSLEY	CRTE217AW3	4A93707641	REFRIGERATOR	APACHE COUNTY HEALTH SPRINGERVILLE	IV	Jul
4183743	MIGALI SCIENTIFIC	G-2R	07816072200920003	REFRIGERATOR	APACHE COUNTY HEALTH SPRINGERVILLE	IV	Jul
4142772	HEALTHOMETER	500KL	5000010302	SCALE, FLOOR	APACHE COUNTY HEALTH SPRINGERVILLE	III	Jul
4142773	HEALTHOMETER	499KL	4990000399	SCALE, FLOOR	APACHE COUNTY HEALTH SPRINGERVILLE	III	Jul
4149103	SECA	876 1321 009	5876241083492	SCALE, FLOOR	APACHE COUNTY HEALTH SPRINGERVILLE	III	Jul
4161473	HEALTHOMETER	499KL	4990000753	SCALE, FLOOR	APACHE COUNTY HEALTH SPRINGERVILLE	III	Jul
4142774	TANITA CORP OF AMERICA	BD-585	N/A	SCALE, INFANT	APACHE COUNTY HEALTH SPRINGERVILLE	III	Jul
4149104	TANITA CORP OF AMERICA	BD-585	891105	SCALE, INFANT	APACHE COUNTY HEALTH SPRINGERVILLE	III	Jul
4169030	SCHORRBOARD	ICA (420)	NONE	STADIOMETER	APACHE COUNTY HEALTH SPRINGERVILLE	IV	Jul
4169031	PERSPECTIVE ENTERPRISE	NONE	NONE	STADIOMETER	APACHE COUNTY HEALTH SPRINGERVILLE	III	Jul
4169032	SCHORRBOARD	ICA (420)	NONE	STADIOMETER	APACHE COUNTY HEALTH SPRINGERVILLE	IV	Jul
4110914	HEALTHOMETER	NONE	NONE	SCALE, FLOOR	APACHE COUNTY HEALTH ST JOHNS	III	Jul
4142786	HEALTHOMETER	499KL	4990000395	SCALE, FLOOR	APACHE COUNTY HEALTH ST JOHNS	III	Jul
4142785	TANITA CORP OF AMERICA	BD-585	N/A	SCALE, INFANT	APACHE COUNTY HEALTH ST JOHNS	III	Jul
4159431	PERSPECTIVE ENTERPRISE	STADIOMETER	NONE	STADIOMETER	APACHE COUNTY HEALTH ST JOHNS	III	Jul
4159432	PERSPECTIVE ENTERPRISE	STADIOMETER	NONE	STADIOMETER	APACHE COUNTY HEALTH ST JOHNS	III	Jul
4189781	PERSPECTIVE ENTERPRISE	STADIOMETER	NONE	STADIOMETER	APACHE COUNTY HEALTH ST JOHNS	III	Jul

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton Apache County Public Health Services District

Date/Signature: January 9, 2019 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 Program Coordinator I position Range 29 and a vacant Secretary Receptionist position Range 24 and create a new full-time Administrative Coordinator position Range 42.

BOS Meeting Date Requested February 5, 2019

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

ADMINISTRATIVE COORDINATOR
Office and Administrative Support

Effective Date:	2/5/2019
Range:	42
Annual Salary:	$35,778-$53,668

NATURE OF WORK:

Provides highly responsible and complex administrative and managerial assistance to the Health Director and acts as a liaison between the Health Department and the public as well as professional support staff throughout the County. Responsibilities include oversight of the budget and the various projects as assigned by the Health Director. The decisions made significantly impact the operations and effectiveness of the organization. Judgment is required in application of established policies, goals, objectives, concepts and plans.

TYPICAL DUTIES:

The duties listed below are examples of the work typically performed by the Administrative Coordinator but do not necessarily include all duties which may be required.

1. Provide highly responsible and complex administrative assistance to the Health Director;
2. Assist in the development and/or maintenance of comprehensive planning efforts, analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations;
3. Respond to calls from the public by finding answers to questions and/or referring queries to appropriate department or county employee; follow-up to ensure issue has been appropriately addressed;
4. Provide information to constituent groups on behalf of the Health Director;
5. Analyze financial or project data and make recommendations;
6. Coordinate and supervise selected functions and activities as assigned by the Health Director;
7. Determine feasibility of initiating new programs and expanding existing ones;
8. Participate in the development and implementation of budget, procedures, operations and special projects;
9. Participate in the development of contracts, lease agreements, etc.;
10. Work with County Attorney on issues as directed by the Health Director;
11. Represent the Health Director in a positive, professional manner.
12. Organizes, schedules, prepares materials for administrative hearings and records the administrative hearings.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

1. Principles and practices of Public Health;
2. Principles and practices of management and supervision;
3. Research practices, business English and writing;
4. Records management operations;
5. Guidelines, regulations and statutes affecting the Public Health Services District;
6. Word processing programs, computer systems and other office machines;
7. Budgeting practices.

Skills to:

8. Analyze and interpret financial reports;
9. Prepare reports/budgets;
10. Supervise activities of others;

Ability to:

11. Coordinate with other departments concerning activities and projects that may be affected by personnel issues;
12. Represent the Health Department in a professional manner;
13. Establish and maintain effective working relationships with employees, department heads, elected officials, other agencies and the public;
14. Work independently.
15. Make informed, responsible decisions which affect the Public Health Services District.

MINIMUM QUALIFICATIONS:
Possession of a valid Arizona Driver's License; must be able to respond to County emergencies as needed; must comply with the Apache County Public Health Services District Immunization Policy.

Education: High School Diploma or G.E.D.; Associates in Business Administration is preferred.

Experience: Five years of progressively responsible administrative experience or an equivalent combination of education, training or work experience which demonstrates the ability to perform the duties of the position.

Flood Control

Rec'd 1/23/19 @ 8

date/time stamp

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Engineering

Date/Signature: 1/22/19 James Lerma

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

Discussion & Approval of the Resolution of the BOS Authorizing the Construction of Flood Control Mesure in the Community of Salado, (Reference Fema Grant PDMC-PJ-09-AZ-2016-007) Appointing Designated Agent Ferrin Crosby and Designated Project Manager Rob Toy Applicant

BOS Meeting Date Requested 2/5/19

1/22/19 emailed

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

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

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

TRAVIS SIMSHAUSER
VICE CHAIRMAN 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

RESOLUTION #2019-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, AUTHORIZING THE CONSTRUCTION OF FLOOD CONTROL MEASURES IN THE SALADO COMMUNITY, AND APPOINTING A THE COUNTY ENGINEER AS DESIGNATED APPLICANT AGENT, REPRESENTING THE COUNTY UNDER THE ARIZONA DIVISION OF EMERGENCY MANAGEMENT'S (DEMA) HAZARD MITIGATION ASSISTANCE PROGRAM FOR THE PURPOSES OF THE ADMINISTRATION AND CONSTRUCTION OF FLOOD CONTROL MEASURES UNDER THE FEMA PRE-DISASTER MITIGATION GRANT PROGRAM.

WHEREAS, flooding occurs on a regular, basis in the project vicinity from regional runoff, endangering homes, vital infrastructure, and US-191;

WHEREAS, Apache County is actively pursuing federal financial assistance through the Federal Emergency Management Agency's (FEMA) Pre-Disaster Mitigation (PDM) Grant Program, to address flood issues in the Salado Project Area, under a competitive nationwide selection process;

WHEREAS, Apache County has been selected, funded, passed all programmatic requirements, and awarded FEMA Grant PDMC-PJ-09-AZ-2016-007, in the amount of $406,626 for the project;

WHEREAS, the FEMA PDM Grant Program has provided $303,838 (74.722%) in federal funds for the project;

WHEREAS, the FEMA PDM Grant Program assigns the State of Arizona as the grantee, and Apache County as the sub-grantee;

WHEREAS, the FEMA PDM Grant Program provides funds to awarded grantees under a reimbursement process, requiring the sub-grantee to initially incur the expenses of the project, then request reimbursement to the grantee after providing certain documentation to the grantee and FEMA;

WHEREAS, Apache County has agreed under the terms of the grant to provide a matching contribution, valued at the federal rate of $102,789 as "in-kind" match, consisting of construction labor, equipment, administration, and project management. The value of

this "in-kind" contribution, when added to the Apache County Flood Control funds, equals the 25.27% non-federal cost share;

Now Therefore Be It RESOLVED that Apache County:

1. Ensures the minimum 25% non-federal cost share will be provided. The County may exercise its ability to commensurately adjust its in-kind contribution of resources, to ensure the 25% non-federal cost share is met, in order to maintain grant eligibility;
2. Accepts responsibility for long-term maintenance of the system when completed under the County's maintenance program;
3. Appoints County Engineer Ferrin Crosby, P.E., to be the Designated Applicant's Agent to the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona, for the award of FEMA Grant PDMC-PJ-09-AZ-2016-007, Salado Regional Flood Control Project. The Applicant Agent is responsible for documenting the use of the funds under FEMA guidelines, and is authorized to request reimbursement payments from the grant funds, also under FEMA guidelines.
4. Appoints Robert C. Toy, P.E. as Project Manager to execute the application and all support documentation to the Arizona Division of Emergency Management for the purpose of obtaining certain Federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 100-707) or under the Federal Disaster Relief Act of 1974 (Public Law 93-288 as amended) or otherwise available from the President's Disaster Relief Fund;
5. Authorizes and directs its Applicant Agent and Project Manager to provide to the State, FEMA, and other Federal agencies, any information required for such Federal disaster assistance, to meet environmental compliance with all federal Acts and Executive Orders, as required by the FEMA guidelines.

Passed and Adopted by the Apache Board of Supervisors this __day of _____, 2019.

Attest:

_____
Ryan N. Patterson,
Clerk of the Board

Approved:

_____
Honorable Joe Shirley, Jr.
Chairman of the Board

Approved as to form:

_____
Michael B. Whiting,
County Attorney

ARIZONA DIVISION OF EMERGENCY MANAGEMENT
DESIGNATION OF APPLICANT'S AGENT FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following term:

☐ For PCA No. _____ only ☐ For the period of ____ to____ ☐ Until further notice

☐ Until further notice for HAZMAT incident ☐ For HMA Year/DR# _____only.

Applicant Name: Apache County, Arizona

CERTIFICATION

I, Ryan N. Patterson (Authorizing Official's Name), duly appointed and County Manager (Title) of

Apache County, Arizona (Applicant Name), do hereby certify that the information below is true

and correct, based on a resolution passed and approved by the Board of Supervisors (Governing Body)

of _____ (Applicant Name) on the _____ (day) day of _____ (month), _____ (year).

_____ (Name of Designated Applicant Agent) has been designated as the Applicant Agent

to act on behalf of Apache County, Arizona (Applicant Name).

_____ (Authorizing Official's Signature) County Manager (Title) _____ (Date)

Designated Applicant's Agent

Name Ferrin Crosby, P.E.

Title/Official Position County Engineer

Mailing Address P.O. Box 238

City, State, Zip St. Johns, Arizona 85936

Daytime Telephone Number 928-337-7528 Fax 928-337-2062
(Please include area code and extension if not a direct number)

E-mail Address fcrosby@co.apache.az.us Pager/Cell _____

For ADEM Use Only

Received By: _____ (Initials & Date) July 2000 Form # AZ PA 204-4

Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Michael T. McGuire
THE ADJUTANT GENERAL

January 4, 2019

Mr. Ferrin Crosby, County Engineer
Apache County Engineering
P.O Box 238
St. John, AZ 85936

Subj: Pre-Disaster Mitigation Grant Award Notification
2016 PDM Apache Salado
PDMC-PJ-09-AZ-2016-007 / EMF-2017-PC-0001

Dear Mr. Crosby,

Congratulations, the 2016 PDM Apache Salado project has been awarded under the Pre-Disaster Mitigation grant program. Your award is **$303,837.00** (Federal Share), with a minimum **$102,789.00** (Non-Federal Share) match requirement.

Please review the attached Pre-Disaster Mitigation grant award package. This will provide you with standard requirements that apply to your organization in accepting this award. **The Period of Performance (POP) for the project will be March 15, 2016 to August 30, 2019.**

Apache County Engineering must submit Quarterly Reports to the Arizona Division of Emergency Management (ADEM), due no later than the 15th of January, April, July and October, for activities which occurred the three months prior to the quarterly report due date. **The first Quarterly Report will be due on January 16th, 2019** even if the work has not yet started.

New Requirement – You must, prior to awarding any contract, conduct a review for suspension/debarment of your anticipated contractor. **Proof of your review** (see Contractor Debarment and Suspension Form on debarment-suspension tab in your award package) **must be completed and a copy sent to DEMA Mitigation, prior to the awarding the contract to a contractor.**

As per the application submitted by your agency, we will need a designated Applicant Agent for the project, who will be copied on all critical notes. Standard project information requests will be sent primarily to the Point of Contact that you earlier designated, Mr. Robert Toy. Please notify me immediately if either of these two positions changes and/or if you wish to be copied on all correspondence.

If you have any questions regarding this award, please e-mail me at Lucrecia.Hernandez@azdema.gov or contact me directly at (602) 464-6349.

Sincerely,

Lucrecia "Lu" Hernandez
State Hazard Mitigation Officer

Attached:
Copy of the FEMA award letter

Record of Environmental Consideration (REC)
Applicant Agent Form
Applicant Agreement
DEMA Mitigation Quarterly Report Form
Request for Payment (RFP) Form
Project Change Request Form
Contractor Debarment and Suspension Form

Department of Emergency and Military Affairs,
Division of Emergency Management,
State of Arizona

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
for
Sub-recipients

v.12/05/16

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

This Agreement between the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona, and **Apache County** shall be effective on the date signed by both parties. This agreement shall apply to all Hazard Mitigation Assistance (HMA) funds provided by the State to the Applicant as a result of **Pre-Disaster Mitigation grant program** for **PDMC-PJ-09-AZ-2016-007.**

The designated representative of the Applicant certifies that:

1. He/She has legal authority, as outlined in the designation form, to apply for assistance on behalf of the Applicant.

2. The Applicant is an eligible entity ("eligible entity" is not defined in this regulation) as defined in 44 CFR Section 206.434(a) for Hazard Mitigation Grants Program (HMGP) and 44 CFR Section 79.6(a) for Flood Mitigation Assistance (FMA). For HMGP and the Pre-Disaster Mitigation (PDM) Program, see 44 CFR Section 206.2(a)(16) for a definition of local governments.

3. Any change to the Applicant's designated representative or their contact information must be provided to Division in writing.

4. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal HMA funds. The Division does manage or oversee the applicant's project(s).

5. The Applicant understands this is a reimbursement program and the Applicant must expend its own funds for the approved project prior to being reimbursed by the Division. Partial payments can be processed as work is completed and costs expended. Final payment will be made after work is completed and claimed costs have been audited. Exceptions to the reimbursement policy may be determined, with written justification, on a case by case basis.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of HMA funds in accordance with generally accepted accounting standards or as directed by the Division's Governor's Authorized Representative (GAR) or Alternate GAR to ensure compliance with audit requirement. (R8-2-316)

7. The Applicant shall, upon request of the GAR (or State Hazard Mitigation Officer), cooperate with Division personnel in performing interim and/or final inspections of the project site.

8. The Applicant shall comply with all applicable current codes and standards, including but not limited to fire, building and construction.

9. The Applicant shall comply with all applicable provisions of State and Federal laws and regulations in regard to procurement of goods and services and to contracts including, but not limited to: A.A.C. Title 2, Ch.7.

10. The Applicant shall comply with all existing State and Federal laws, rules or requirements or those enacted during the duration of this Agreement, including those involving the environment (National Environmental Protection Act).

11. The Applicant shall comply with provisions of the Hatch Act limiting the political activities of public employees.

12. The Applicant must comply, as applicable, provisions of the Davis-Bacon Act relating to labor standards.

13. The Applicant shall comply with applicable flood insurance purchase requirements required by the Arizona Department of Water Resources Floodplain Management Program.

14. In accordance with the A.A.C. R2-7-C907, the Applicant shall not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs. The disbarment/suspended status of any contractor or business utilized in the completion of the project must be validated and provided to the State prior to start of construction.

15. The Applicant, as outlined in 2 CFR Part 200, shall comply with cost-sharing requirements of State and Federal HMA; specifically, that Federal assistance is limited to the amount specified by the grant award amount. The Applicant is responsible for any and all remaining costs over the awarded amount. To meet cost-sharing requirements, the non-Federal contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

16. In accordance with the provisions of 31 U.S.C. § 1352, and implementing regulations at 44 CFR Part 18, the Applicant is responsible for providing the State agencies and subgrantees, contractors and subcontractors under this contract the requisite "Certification Regarding Lobbying" and "New Restriction on Lobbying" (44 C.F.R. Part 18 Appendix A) for each grant. The Applicant is responsible for filing these certification and disclosure forms with the State.

17. In accordance with the Drug Free Workplace Act of 1988 and implementing regulations, the Applicant will provide the State a "Certification Regarding Drug-Free Workplace Requirements".

18. HMA Federal funds, or funds used to meet HMA cost-share requirements, may not be used as a cost share for other Federal funds, for lobbying, or intervention in Federal regulatory or adjudicatory proceedings. Other Federal funds may not be used as a cost share for HMA Federal funds, or funds used to meet HMA cost-share requirements.

19. In general, the non-Federal cost-share requirement may not be met with funds from other Federal agencies; however, authorizing statutes explicitly allow some Federal funds to be used as a cost

share for other Federal grants. Federal funds that are used to meet a non-Federal cost-share requirement must meet the purpose and eligibility requirements of both the Federal source program and the HMA grant program.

20. Applicants must avoid conflicts of interest. Applicants must comply with the procurement guidelines at 2 CFR Part 200, which require Applicants to avoid situations in which local officials with oversight authority might benefit financially from the grant disbursement.

21. Applicants shall not use HMA funds as a substitute for other available program authorities. Available program authorities include other FEMA programs (e.g., Individual Assistance and Public Assistance) and programs under other Federal agencies, such as the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, and the Natural Resources Conservation Service. The State and/or FEMA may disallow or recoup amounts that duplicate other authorities.

22. Applicants shall not use HMA funds to duplicate funds received by or available to Applicants or sub-applicants from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs (including previous project or planning grants and from HMA programs), legal awards, or other benefits associated with properties or damage that are subject of litigation.

23. The Applicant shall use HMA funds solely for the purposes for which these funds are provided and as approved by the GAR.

24. The Applicant shall return to the State, within 60 days of such request by the GAR, any partial reimbursement not supported by audit or other Division review of documentation maintained by the Applicant.

25. The Applicant understands and will abide by completing all work within the designated grant's Period Of Performance (POP).

26. Applicant must submit requests for time extensions in writing 90 days prior to work completion deadline date. Requests received less than 90 days prior may not be considered. Requests must demonstrate extenuating circumstances or unusual project requirements supporting the request and include a projected completion date and revised project completion timeline. Extensions may be granted, modified, or denied by either the State or FEMA.

27. The Applicant must conform to 44 CFR Parts 9 and 10, and with all applicable EHP laws, implementing regulations, and EOs, such as the NEPA, the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), EO 11988 (Floodplain Management), EO 11990 (Protection of Wetlands), and EO 12898 (Environmental Justice).

28. Applicants for FMA grants must currently be participating in the NFIP, and not withdrawn or suspended, to be eligible to apply for grant funds. Properties for FMA funding must be NFIP

insured at the time of the application submittal. Flood insurance must be maintained for the life of the structure.

29. Mitigation activities must adhere to all relevant statutes, regulations, and requirements, including:
    a. Sections 203 (PDM Program) and 404 (HMGP) of the Stafford Act;
    b. Section 1366 (FMA) of the NFIA;
    c. Section 322 of the Stafford Act (Mitigation Planning);
    d. Section 324 of the Stafford Act (Management Costs);
    e. NHPA;
    f. NEPA;
    g. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
    h. Floodplain Management and Protection of Wetlands (44 CFR Part 9);
    i. Environmental Considerations (44 CFR Part 10, NEPA, and ESA);
    j. Coastal Barriers Resources Act (CBRA; 44 CFR Part 206, Subpart J);
    k. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular" (2 CFR Part 200);
    l. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (2 CFR Part 200);
    m. Floodplain Management (44 CFR Part 60);
    n. Flood Mitigation Grants (44 CFR Part 79);
    o. Property Acquisition and Relocation for Open Space (44 CFR Part 80);
    p. Hazard Mitigation Planning (44 CFR Part 201);
    q. Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N);
    r. Management Costs (44 CFR Part 207);
    s. OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs;
    t. Audits of States, Local Governments, and Non-Profit Organizations (2 CFR Part 200);
    u. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations; and
    v. Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and EOs (e.g., EO 11988, EO 11990).

30. None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

31. Pursuant to A.R.S. § 41-2586, the Division is not authorized to indemnify Contractor.

32. Every payment obligation of the Division under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Division or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Division or any

other agency of the State of Arizona in the event this provision is exercised, and neither the Division nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

33. Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain all 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 of Arizona at reasonable times. Upon request, the Contractor shall produce the original of any or all such records at the offices of the Division.

34. The requirements of A.R.S. § 38-511 apply to this Agreement. The Division, may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Division is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Contractor with respect to the subject matter of this Agreement.

35. Contractor shall comply with Arizona Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order 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. Contractor 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.

36. Contractor assigns to the Division any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Agreement.

37. This Agreement shall be construed in accordance with the laws of the State of Arizona and applicable federal program laws, Executive Orders, regulations, OMB Circulars, and FEMA policies and guidance, including, but not limited to: 2 CFR Part 200, and the Robert T. Stafford Disaster Relief & Emergency Assistance Act (42 U.S.C. § 5189).

38. The 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.

39. Applicant shall submit quarterly performance and financial status reports following the initial grant award even if no work has been initiated nor cost incurred. The Applicant shall submit quarterly performance and financial status reports thereafter until the grant ends. Reports are due on: April 15, July 15, October 15, and January 15. Applicant shall further provide quarterly and closeout information as may be required by FEMA.

40. Applicant shall submit a final performance and financial status report, a request to close the program, and any other required forms and certifications within 90 days of completion of grant

activities.

41. Monitoring - After the subgrant is awarded, the State and Applicant are required to monitor and evaluate the progress of the mitigation activity in accordance with the: Approved original scope of work (SOW) and budget; Administrative requirements of 2 CFR Part 200; and Any applicable State requirements.

42. The Applicant can be reimbursed upon review of the requested amount and supporting documentation, also, a site visit will be conducted. If all appropriate documentation is in order, the Applicant will be reimbursed up to 65% of eligible costs. If there are questions or concerns, the State will work with the Applicant to ensure everything is in order before the reimbursement is made. The final Federal 10% of the subgrant will be paid upon final inspection and audit to ensure the project is in compliance with grant requirements.

43. Closeout - Upon project completion, the Applicant is required to close out the subgrant or grant in accordance 2 CFR Part 200 (Closeout). The project file should document that the: Approved SOW was fully implemented; All obligated funds were liquidated and in a manner consistent with the approved SOW; All environmental compliance measures or mitigations were implemented; The project was implemented in a manner consistent with the grant or subgrant agreement; submitted the required quarterly financial and performance reports; and The grant and subgrant were closed out in accordance with the provisions outlined in Part VII, C and D.

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

Designee/Applicant Agent:

_____
Typed Name Title

_____ _____
Signature Date

Division:

_____
Typed Name

Governor's Authorized Representative
Title

_____ _____
Signature Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: 1/28/19 Jamie Ferris

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

DISCUSSION ONLY: UPDATE THE STATUS OF STANFORD ROAD (CR 8235) PROJECT ASSESSMENT WITH A SHORT PRESENTATION VIA POWER POINT BY CONSULTANT.

BOS Meeting Date Requested 2/5/2019

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

Civil & Environmental Consultants, Inc.

Stanford Drive Project Assessment

BOS Presentation

February 5, 2019









Board of Supervisors Approved the Study with the following goals:

- Determine roadway safety concerns
- Evaluate options that improve safety and mobility
- Recommend improvements (spot or corridor-wide)
- Develop an implementation plan
- Seek funding through federal and state grants

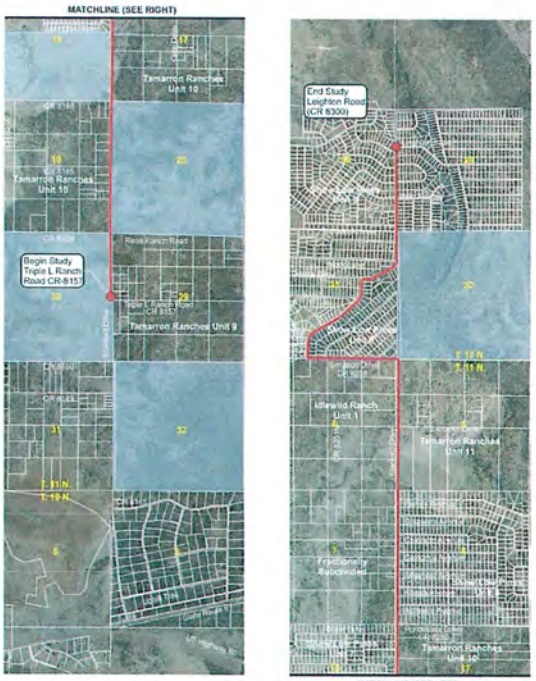
Civil & Environmental Consultants, Inc.

Study Limits

- Between Triple L Ranch and Leighton Road (CR 8300)
- Includes Simpson (CR 8256) and Victor Drive (CR 8260) around discontinuous segment of Stanford Drive







Project Limits and Land Use

Civil & Environmental Consultants, Inc.

Traffic Safety Funding Overview

- Traffic safety funding obligation is based on crash history and severity including fatal and incapacitating injuries
- High benefit values are assigned based on crash severity
- Predictive crash modeling is now accepted for the calculation of benefit-cost ratios for safety funding

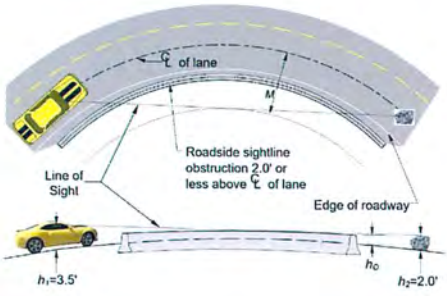
Call Number	Date	Injuries	Type of Accident
18-300	9/9/2018	1	Single vehicle rollover
18-262	8/10/2018	0	2 vehicle accident
17-242	9/21/2017	2	Single vehicle rollover with car on fire
17-058	3/17/2017	1	Motorcycle accident
	11/29/2016	1	Single vehicle rollover (ice)
	11/1/2016	0	Single vehicle collision (embankment)
16-252	10/7/2016	1	Single vehicle rollover
16-207	9/1/2016	1	Single vehicle rollover
	8/24/2016	1	Run off the road
	1/28/2016	0	Single vehicle run off
15-233	9/22/2015	2	2 vehicle accident
	10/29/2014	1	Single vehicle run off
14-168	8/28/2014	3	2 vehicle accident
14-162	8/14/2014	1	Car trapped in flood waters
14-047	3/5/2014	1	Vehicle versus tree
13-051	3/2/2013	1	Single vehicle rollover
12-223	9/22/2012	1	Motorcycle accident

18 *documented* injury crashes

What Has Been Evaluated?

- **Right-of-Way**
- **Drainage**
- **Environmental Considerations**
- **Crash Data and Traffic**
- **Safety Improvements**
  - Clear zone/roadway recovery area
  - Horizontal curves (friction)
  - Vertical curves (sight distance)
  - Grades (braking & mobility)





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Initial Findings

- **Identified Safety Concerns**
  - 90 vertical curves with inadequate sight distance
  - 3 horizontal curves with inadequate sight distance
  - 28 segments with undesirable grades/slopes
  - 15 segments with limited or no recovery area



Curves



Profiles and Grades



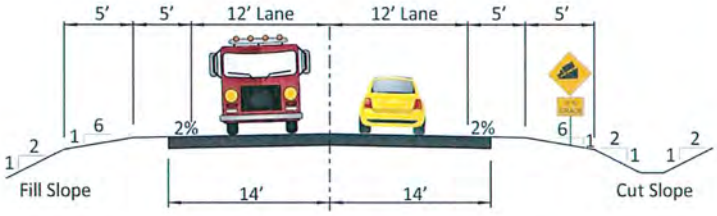


Clear Zone Deficiencies

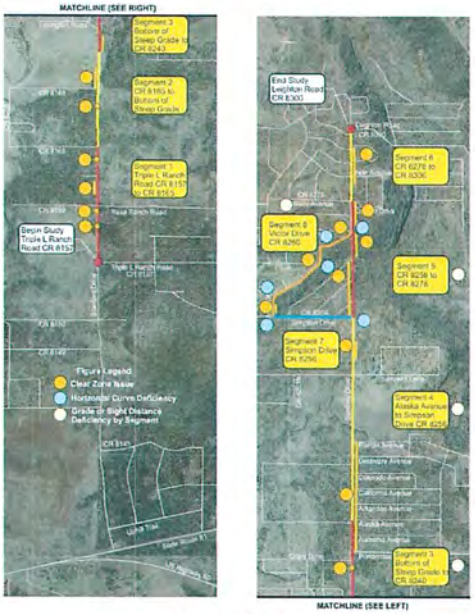
Civil & Environmental Consultants, Inc.

Information Presented at December 6th Public Meeting

- Identified 8 logical corridor segments for further analysis
- Segments have differing needs and priorities
- Segments may be phased for availability of funding



Recommended Typical Section



Logical Project Segments

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Spot Improvements

- **Smaller scale improvements to improve an individual location**
  - Intersection improvements
  - Horizontal curve realignments
  - Grade flattening
  - Removal of clear zone obstructions
  - Improvement of roadside recovery area slopes



Simpson Drive/ Victor Drive "Dead Man's Curve"

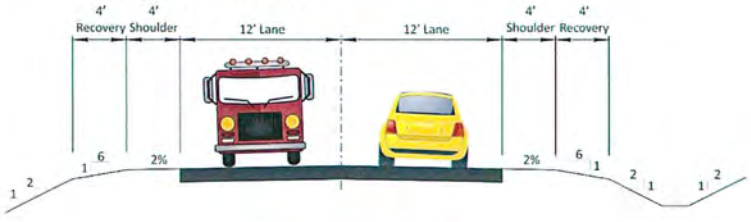
Public Meeting Feedback

- **Presentation and open house conducted**
- **Eight questions asked**
  - 100% responded with support for improving Stanford Drive
  - 96% prioritized Segment 2 (steep hill) and "Dead Man's Curve" as most needed
  - 70% commented on the need for drainage improvements
  - 100% responded that they were aware of crashes and that safety issues need to be addressed
  - 96% agreed to a temporary full road closure to decrease construction costs if needed
- **Additional Comments**
  - There are more crashes then reported
  - Speed and passing enforcement is an issue

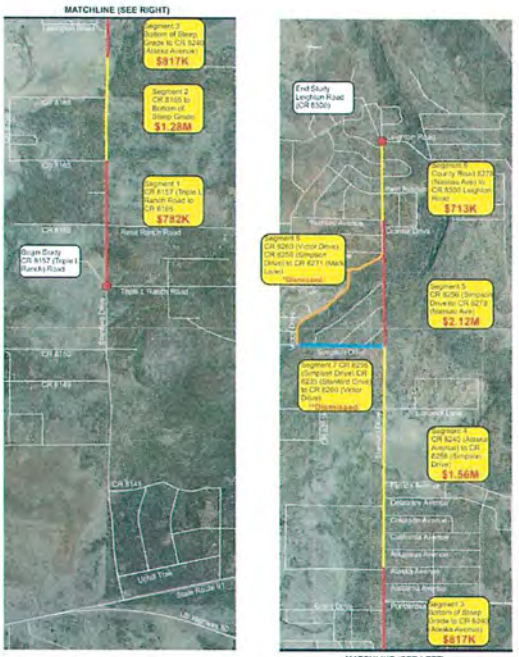


Corridor Improvement Cost Estimates

- Narrowed Cross Section from that previously presented
- Refined earthwork and right-of-way needs
- Determined Segments 6 and 7 are more suitable for spot improvements



Refined Typical Section

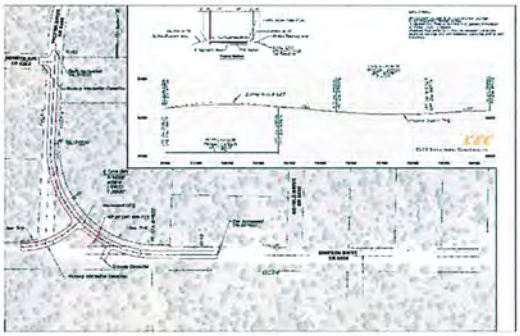


Segment Cost Estimates

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Spot Improvement Cost Estimates

- **Improvements include**
  - Improved sight distance
  - Improved recovery area
  - Improved traffic safety devices including signage, thermoplastic striping and recces reflective pavement markers





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Funding

- FHWA Highway Safety Improvement Program (HSIP)
- FHWA High Risk Rural Roads Program (HRRRP)
- FHWA Transportation Alternatives (TA)
- FHWA Better Utilizing Investments to Leverage Development Grant (BUILD)
- ADOT Highway User Revenue Funds (HURF)
- ADOT Statewide Transportation Improvement Program (STIP)
- Potential Fuel Tax Increase

U.S. Department of Transportation
Federal Highway Administration

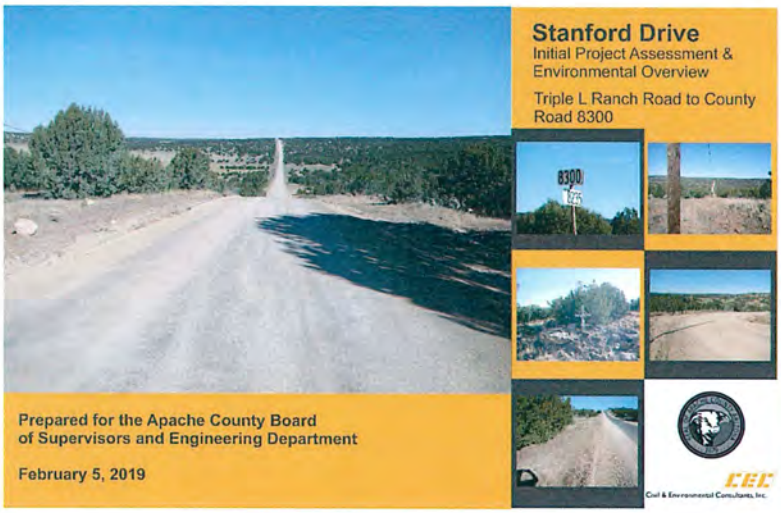
ADOT

NACOG
Northern Arizona Council of Governments
Apache • Coconino • Navajo • Yavapai

CEC
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Next Steps

- Gather and address input from today's meeting
- Complete Project Assessment and implementation Plan
- Prepare funding applications



CEC
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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: 1/28/19

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 January 2, 2019 and February 5, 2019. 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_____

Approved by the BOS Oct. 20, 2015

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1072469	01/02/2019	Accounts Payable	AGUERO, ROBIN R	382.00
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Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1072648	01/08/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	754.45
Open	NBAZ - Warrant Clearing Account	Check	1072649	01/08/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	1,806.16
Open	NBAZ - Warrant Clearing Account	Check	1072650	01/08/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	1,671.69
Open	NBAZ - Warrant Clearing Account	Check	1072651	01/08/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0822	647.10
Open	NBAZ - Warrant Clearing Account	Check	1072652	01/08/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0830	167.85
Open	NBAZ - Warrant Clearing Account	Check	1072653	01/08/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	665.65
Open	NBAZ - Warrant Clearing Account	Check	1072654	01/08/2019	Accounts Payable	NEZ, FLORA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1072655	01/08/2019	Accounts Payable	OTERO, MARY ELLEN D	32.26
Open	NBAZ - Warrant Clearing Account	Check	1072656	01/08/2019	Accounts Payable	PEARCE, DOUGLAS LANCE	558.00
Open	NBAZ - Warrant Clearing Account	Check	1072657	01/08/2019	Accounts Payable	ROMERO, ANGELA C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1072658	01/08/2019	Accounts Payable	SANCHEZ, IRENE	176.54
Open	NBAZ - Warrant Clearing Account	Check	1072659	01/08/2019	Accounts Payable	SINE-SHIELDS, KELI ANN	724.27
Open	NBAZ - Warrant Clearing Account	Check	1072660	01/08/2019	Accounts Payable	TSOSIE, RAYMOND EMPLOYEE	40.00
Open	NBAZ - Warrant Clearing Account	Check	1072661	01/08/2019	Accounts Payable	ALPINE WATER AND SANITARY	91.11
Open	NBAZ - Warrant Clearing Account	Check	1072662	01/08/2019	Accounts Payable	ALSCO INC	152.42
Open	NBAZ - Warrant Clearing Account	Check	1072663	01/08/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	3,151.36
Open	NBAZ - Warrant Clearing Account	Check	1072664	01/08/2019	Accounts Payable	APACHE COUNTY	174.01
Open	NBAZ - Warrant Clearing Account	Check	1072665	01/08/2019	Accounts Payable	ARCHER MANUFACTURING	2,280.00
Open	NBAZ - Warrant Clearing Account	Check	1072666	01/08/2019	Accounts Payable	ARIZONA STATE FORESTRY DIVISION	4,330.32
Open	NBAZ - Warrant Clearing Account	Check	1072667	01/08/2019	Accounts Payable	ASHTONS REPAIR INC	136.76
Open	NBAZ - Warrant Clearing Account	Check	1072668	01/08/2019	Accounts Payable	AT&T MOBILITY	115.44
Open	NBAZ - Warrant Clearing Account	Check	1072669	01/08/2019	Accounts Payable	AZ DEPARTMENT OF ENVIRONMENTAL QUALITY	4,520.00
Open	NBAZ - Warrant Clearing Account	Check	1072670	01/08/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	155.00
Open	NBAZ - Warrant Clearing Account	Check	1072671	01/08/2019	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	535.92
Open	NBAZ - Warrant Clearing Account	Check	1072672	01/08/2019	Accounts Payable	AZ LIBRARY ASSOCIATION	200.00
Open	NBAZ - Warrant Clearing Account	Check	1072673	01/08/2019	Accounts Payable	AZ SUPREME COURT	30.00
Open	NBAZ - Warrant Clearing Account	Check	1072674	01/08/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	910.21
Open	NBAZ - Warrant Clearing Account	Check	1072675	01/08/2019	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	206.34
Open	NBAZ - Warrant Clearing Account	Check	1072676	01/08/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	145.07
Open	NBAZ - Warrant Clearing Account	Check	1072677	01/08/2019	Accounts Payable	BEGAYE, CASSANDRA P	190.00
Open	NBAZ - Warrant Clearing Account	Check	1072678	01/08/2019	Accounts Payable	BI INC	208.50
Open	NBAZ - Warrant Clearing Account	Check	1072679	01/08/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	136.81
Open	NBAZ - Warrant Clearing Account	Check	1072680	01/08/2019	Accounts Payable	BOOT BARN	400.00
Open	NBAZ - Warrant Clearing Account	Check	1072681	01/08/2019	Accounts Payable	BRADCO	19,489.23
Open	NBAZ - Warrant Clearing Account	Check	1072682	01/08/2019	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	275.02
Open	NBAZ - Warrant Clearing Account	Check	1072683	01/08/2019	Accounts Payable	CDMC ENTERPRISES	92.07
Open	NBAZ - Warrant Clearing Account	Check	1072684	01/08/2019	Accounts Payable	CDW GOVERNMENT LLC	147.82
Open	NBAZ - Warrant Clearing Account	Check	1072685	01/08/2019	Accounts Payable	CELLULAR ONE NE AZ	200.62
Open	NBAZ - Warrant Clearing Account	Check	1072686	01/08/2019	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	103.00
Open	NBAZ - Warrant Clearing Account	Check	1072687	01/08/2019	Accounts Payable	CNS BUSINESS FORMS INC	1,207.44
Open	NBAZ - Warrant Clearing Account	Check	1072688	01/08/2019	Accounts Payable	CONCHO SUPPLY LLC	321.50
Open	NBAZ - Warrant Clearing Account	Check	1072689	01/08/2019	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	27.24
Open	NBAZ - Warrant Clearing Account	Check	1072690	01/08/2019	Accounts Payable	CONTINUANT INC	1,015.20
Open	NBAZ - Warrant Clearing Account	Check	1072691	01/08/2019	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1072692	01/08/2019	Accounts Payable	COURTESY CHEVROLET	121.47
Open	NBAZ - Warrant Clearing Account	Check	1072693	01/08/2019	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	16,312.50
Open	NBAZ - Warrant Clearing Account	Check	1072694	01/08/2019	Accounts Payable	CRESTLINE SPECIALTIES INC	433.80
Open	NBAZ - Warrant Clearing Account	Check	1072695	01/08/2019	Accounts Payable	DIRECTV LLC	298.45

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1072696	01/08/2019	Accounts Payable	DISH NETWORK	111.12
Open	NBAZ - Warrant Clearing Account	Check	1072697	01/08/2019	Accounts Payable	DISH NETWORK	135.47
Open	NBAZ - Warrant Clearing Account	Check	1072698	01/08/2019	Accounts Payable	DISH NETWORK	68.48
Open	NBAZ - Warrant Clearing Account	Check	1072699	01/08/2019	Accounts Payable	EMPIRE MACHINERY	480.93
Open	NBAZ - Warrant Clearing Account	Check	1072700	01/08/2019	Accounts Payable	FERRELLGAS	2,389.84
Open	NBAZ - Warrant Clearing Account	Check	1072701	01/08/2019	Accounts Payable	FLEET PRIDE	762.85
Open	NBAZ - Warrant Clearing Account	Check	1072702	01/08/2019	Accounts Payable	FRONTIER	1,824.65
Open	NBAZ - Warrant Clearing Account	Check	1072703	01/08/2019	Accounts Payable	FRONTIER	421.04
Open	NBAZ - Warrant Clearing Account	Check	1072704	01/08/2019	Accounts Payable	FRONTIER	413.43
Open	NBAZ - Warrant Clearing Account	Check	1072705	01/08/2019	Accounts Payable	FRONTIER	918.38
Open	NBAZ - Warrant Clearing Account	Check	1072706	01/08/2019	Accounts Payable	FRONTIER	101.78
Open	NBAZ - Warrant Clearing Account	Check	1072707	01/08/2019	Accounts Payable	FRONTIER	168.63
Open	NBAZ - Warrant Clearing Account	Check	1072708	01/08/2019	Accounts Payable	FRONTIER	168.18
Open	NBAZ - Warrant Clearing Account	Check	1072709	01/08/2019	Accounts Payable	FRONTIER	169.13
Open	NBAZ - Warrant Clearing Account	Check	1072710	01/08/2019	Accounts Payable	FRONTIER	123.82
Open	NBAZ - Warrant Clearing Account	Check	1072711	01/08/2019	Accounts Payable	FRONTIER	174.29
Open	NBAZ - Warrant Clearing Account	Check	1072712	01/08/2019	Accounts Payable	FRONTIER	111.67
Open	NBAZ - Warrant Clearing Account	Check	1072713	01/08/2019	Accounts Payable	FRONTIER	190.43
Open	NBAZ - Warrant Clearing Account	Check	1072714	01/08/2019	Accounts Payable	FRONTIER	217.26
Open	NBAZ - Warrant Clearing Account	Check	1072715	01/08/2019	Accounts Payable	FRONTIER	177.98
Open	NBAZ - Warrant Clearing Account	Check	1072716	01/08/2019	Accounts Payable	FRONTIER	160.46
Open	NBAZ - Warrant Clearing Account	Check	1072717	01/08/2019	Accounts Payable	FRONTIER	822.70
Open	NBAZ - Warrant Clearing Account	Check	1072718	01/08/2019	Accounts Payable	FRONTIER	164.51
Open	NBAZ - Warrant Clearing Account	Check	1072719	01/08/2019	Accounts Payable	FRONTIER	96.08
Open	NBAZ - Warrant Clearing Account	Check	1072720	01/08/2019	Accounts Payable	GALL'S INC	1,828.99
Open	NBAZ - Warrant Clearing Account	Check	1072721	01/08/2019	Accounts Payable	GALLUP WATER WORKS	13.00
Open	NBAZ - Warrant Clearing Account	Check	1072722	01/08/2019	Accounts Payable	GURLEY MOTOR CO	17.89
Open	NBAZ - Warrant Clearing Account	Check	1072723	01/08/2019	Accounts Payable	GUST ROSENFELD PLC	83.70
Open	NBAZ - Warrant Clearing Account	Check	1072724	01/08/2019	Accounts Payable	HILL AZ GROCERY STORE	216.26
Open	NBAZ - Warrant Clearing Account	Check	1072725	01/08/2019	Accounts Payable	HILLYARD/FLAGSTAFF	1,633.84
Open	NBAZ - Warrant Clearing Account	Check	1072726	01/08/2019	Accounts Payable	HOME DEPOT	805.56
Open	NBAZ - Warrant Clearing Account	Check	1072727	01/08/2019	Accounts Payable	HP2 INC	1,239.00
Open	NBAZ - Warrant Clearing Account	Check	1072728	01/08/2019	Accounts Payable	JUNIOR LIBRARY GUILD	189.60
Open	NBAZ - Warrant Clearing Account	Check	1072729	01/08/2019	Accounts Payable	KONICA MINOLTA	116.28
Open	NBAZ - Warrant Clearing Account	Check	1072730	01/08/2019	Accounts Payable	LANGUAGE LINE SERVICES INC	13.56
Open	NBAZ - Warrant Clearing Account	Check	1072731	01/08/2019	Accounts Payable	LARSON WASTE INC	125.00
Open	NBAZ - Warrant Clearing Account	Check	1072732	01/08/2019	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	2,059.42
Open	NBAZ - Warrant Clearing Account	Check	1072733	01/08/2019	Accounts Payable	LOWES COMPANIES INC	497.12
Open	NBAZ - Warrant Clearing Account	Check	1072734	01/08/2019	Accounts Payable	MASS TRANSCRIPTIONS	1,150.20
Open	NBAZ - Warrant Clearing Account	Check	1072735	01/08/2019	Accounts Payable	MCKESSON MEDICAL SURGICAL	692.54
Open	NBAZ - Warrant Clearing Account	Check	1072736	01/08/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	1,205.00
Open	NBAZ - Warrant Clearing Account	Check	1072737	01/08/2019	Accounts Payable	NAPA	369.77
Open	NBAZ - Warrant Clearing Account	Check	1072738	01/08/2019	Accounts Payable	NATIONAL PETROLEUM EQUIPMENT	222.58
Open	NBAZ - Warrant Clearing Account	Check	1072739	01/08/2019	Accounts Payable	NAVAJO SANITATION INC	39.30
Open	NBAZ - Warrant Clearing Account	Check	1072740	01/08/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	558.59
Open	NBAZ - Warrant Clearing Account	Check	1072741	01/08/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	65.23
Open	NBAZ - Warrant Clearing Account	Check	1072742	01/08/2019	Accounts Payable	NAVAJO WESTERNERS	190.14
Open	NBAZ - Warrant Clearing Account	Check	1072743	01/08/2019	Accounts Payable	NOEL'S INC	595.56

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1072744	01/08/2019	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	994.80
Open	NBAZ - Warrant Clearing Account	Check	1072745	01/08/2019	Accounts Payable	OCLC INC	79.21
Open	NBAZ - Warrant Clearing Account	Check	1072746	01/08/2019	Accounts Payable	ORKIN PEST CONTROL	560.74
Open	NBAZ - Warrant Clearing Account	Check	1072747	01/08/2019	Accounts Payable	PERFECT PRINTZ LLC	538.94
Open	NBAZ - Warrant Clearing Account	Check	1072748	01/08/2019	Accounts Payable	PITNEY BOWES	285.13
Open	NBAZ - Warrant Clearing Account	Check	1072749	01/08/2019	Accounts Payable	PREMIUM PROPANE LLC	36.31
Open	NBAZ - Warrant Clearing Account	Check	1072750	01/08/2019	Accounts Payable	QUILL CORP	3,361.65
Open	NBAZ - Warrant Clearing Account	Check	1072751	01/08/2019	Accounts Payable	R&G VENT CLEANING SERVICES	555.00
Open	NBAZ - Warrant Clearing Account	Check	1072752	01/08/2019	Accounts Payable	REES, DANIEL R	100.00
Open	NBAZ - Warrant Clearing Account	Check	1072753	01/08/2019	Accounts Payable	RHINEHART OIL CO	14,444.11
Open	NBAZ - Warrant Clearing Account	Check	1072754	01/08/2019	Accounts Payable	RICOH USA INC	843.76
Open	NBAZ - Warrant Clearing Account	Check	1072755	01/08/2019	Accounts Payable	ROAD MACHINERY LLC	185.30
Open	NBAZ - Warrant Clearing Account	Check	1072756	01/08/2019	Accounts Payable	S R ROBERTS INC	130.15
Open	NBAZ - Warrant Clearing Account	Check	1072757	01/08/2019	Accounts Payable	S&S HEART SAVERS INC	52.00
Open	NBAZ - Warrant Clearing Account	Check	1072758	01/08/2019	Accounts Payable	SAFETY KLEEN	128.11
Open	NBAZ - Warrant Clearing Account	Check	1072759	01/08/2019	Accounts Payable	SATCOM GLOBAL INC	176.44
Open	NBAZ - Warrant Clearing Account	Check	1072760	01/08/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	2,205.34
Open	NBAZ - Warrant Clearing Account	Check	1072761	01/08/2019	Accounts Payable	SPEEDY SALES AND SERVICE	702.00
Open	NBAZ - Warrant Clearing Account	Check	1072762	01/08/2019	Accounts Payable	STAPLES CREDIT PLAN	1,935.63
Open	NBAZ - Warrant Clearing Account	Check	1072763	01/08/2019	Accounts Payable	SW ECOLOGY LLC	2,510.00
Open	NBAZ - Warrant Clearing Account	Check	1072764	01/08/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	810.50
Open	NBAZ - Warrant Clearing Account	Check	1072765	01/08/2019	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1072766	01/08/2019	Accounts Payable	THE POUR STATION	457.50
Open	NBAZ - Warrant Clearing Account	Check	1072767	01/08/2019	Accounts Payable	TJP COMMUNICATIONS	149.60
Open	NBAZ - Warrant Clearing Account	Check	1072768	01/08/2019	Accounts Payable	TOWN OF EAGAR	116.84
Open	NBAZ - Warrant Clearing Account	Check	1072769	01/08/2019	Accounts Payable	TRANSTAR INDUSTRIES INC	1.84
Open	NBAZ - Warrant Clearing Account	Check	1072770	01/08/2019	Accounts Payable	TRINITY SERVICES GROUP INC	17,354.68
Open	NBAZ - Warrant Clearing Account	Check	1072771	01/08/2019	Accounts Payable	UNIFIRST CORPORATION	144.93
Open	NBAZ - Warrant Clearing Account	Check	1072772	01/08/2019	Accounts Payable	VALLEY AUTO PARTS	1,030.06
Open	NBAZ - Warrant Clearing Account	Check	1072773	01/08/2019	Accounts Payable	VERITAS POLYGRAPH & INVESTIGATIONS	440.00
Open	NBAZ - Warrant Clearing Account	Check	1072774	01/08/2019	Accounts Payable	VERIZON WIRELESS	2,473.59
Open	NBAZ - Warrant Clearing Account	Check	1072775	01/08/2019	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	80.52
Open	NBAZ - Warrant Clearing Account	Check	1072776	01/08/2019	Accounts Payable	WAL-MART COMMUNITY	1,106.86
Open	NBAZ - Warrant Clearing Account	Check	1072777	01/08/2019	Accounts Payable	WESTERN DRUG COMPANY	18.51
Open	NBAZ - Warrant Clearing Account	Check	1072778	01/08/2019	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	794.33
Open	NBAZ - Warrant Clearing Account	Check	1072779	01/08/2019	Accounts Payable	WHITE MOUNTAIN COUNSELING	340.00
Open	NBAZ - Warrant Clearing Account	Check	1072780	01/08/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	92.78
Open	NBAZ - Warrant Clearing Account	Check	1072781	01/08/2019	Accounts Payable	WRIGHT EXPRESS FSC	2,364.52
Open	NBAZ - Warrant Clearing Account	Check	1072782	01/08/2019	Accounts Payable	YOUNGS FUTURE TIRE	965.51
Open	NBAZ - Warrant Clearing Account	Check	1072783	01/15/2019	Accounts Payable	PATTERSON, RYAN N	308.71
Open	NBAZ - Warrant Clearing Account	Check	1072784	01/15/2019	Accounts Payable	REDW LLC	4,162.50
Open	NBAZ - Warrant Clearing Account	Check	1072785	01/15/2019	Accounts Payable	AAA OR NORTHERN CALIFORNIA, NEVADA & UTAH	51.00
Open	NBAZ - Warrant Clearing Account	Check	1072786	01/15/2019	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1072787	01/15/2019	Accounts Payable	AGUERO, ROBIN R	452.00
Open	NBAZ - Warrant Clearing Account	Check	1072788	01/15/2019	Accounts Payable	ALLEGRA	969.37
Open	NBAZ - Warrant Clearing Account	Check	1072789	01/15/2019	Accounts Payable	ALMADA ENTERPRISES LLC	303.52
Open	NBAZ - Warrant Clearing Account	Check	1072790	01/15/2019	Accounts Payable	ALPINE WATER AND SANITARY	69.16
Open	NBAZ - Warrant Clearing Account	Check	1072791	01/15/2019	Accounts Payable	ALSCO INC	699.05

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1072792	01/15/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	693.03
Open	NBAZ - Warrant Clearing Account	Check	1072793	01/15/2019	Accounts Payable	AMERIGAS - GALLUP	3,181.61
Open	NBAZ - Warrant Clearing Account	Check	1072794	01/15/2019	Accounts Payable	APACHE COUNTY	83.93
Open	NBAZ - Warrant Clearing Account	Check	1072795	01/15/2019	Accounts Payable	ARAMARK UNIFORM & CAREER APPAREL	128.98
Open	NBAZ - Warrant Clearing Account	Check	1072796	01/15/2019	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	600.00
Open	NBAZ - Warrant Clearing Account	Check	1072797	01/15/2019	Accounts Payable	ARIZONA RURAL SCHOOLS ASSOCIATION	180.00
Open	NBAZ - Warrant Clearing Account	Check	1072798	01/15/2019	Accounts Payable	ARIZONA STATE FORESTRY DIVISION	3,970.28
Open	NBAZ - Warrant Clearing Account	Check	1072799	01/15/2019	Accounts Payable	ASHTONS REPAIR INC	491.81
Open	NBAZ - Warrant Clearing Account	Check	1072800	01/15/2019	Accounts Payable	AT&T	56.21
Open	NBAZ - Warrant Clearing Account	Check	1072801	01/15/2019	Accounts Payable	AT&T MOBILITY	117.14
Open	NBAZ - Warrant Clearing Account	Check	1072802	01/15/2019	Accounts Payable	AZ COUNTIES INSURANCE POOL	663.00
Open	NBAZ - Warrant Clearing Account	Check	1072803	01/15/2019	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	75,807.26
Open	NBAZ - Warrant Clearing Account	Check	1072804	01/15/2019	Accounts Payable	AZ SUPREME COURT	2,280.00
Open	NBAZ - Warrant Clearing Account	Check	1072805	01/15/2019	Accounts Payable	AZLGEBT	450.00
Open	NBAZ - Warrant Clearing Account	Check	1072806	01/15/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	122.98
Open	NBAZ - Warrant Clearing Account	Check	1072807	01/15/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	526.48
Open	NBAZ - Warrant Clearing Account	Check	1072808	01/15/2019	Accounts Payable	BEGAY, SARAH MAE	665.00
Open	NBAZ - Warrant Clearing Account	Check	1072809	01/15/2019	Accounts Payable	BENALLY, CAROLYN	187.92
Open	NBAZ - Warrant Clearing Account	Check	1072810	01/15/2019	Accounts Payable	BENALLY, JULIA	102.91
Open	NBAZ - Warrant Clearing Account	Check	1072811	01/15/2019	Accounts Payable	BI INC	231.51
Open	NBAZ - Warrant Clearing Account	Check	1072812	01/15/2019	Accounts Payable	BLAIR, RICHARD A	84.63
Open	NBAZ - Warrant Clearing Account	Check	1072813	01/15/2019	Accounts Payable	BLUE 360 MEDIA LLC	1,388.85
Open	NBAZ - Warrant Clearing Account	Check	1072814	01/15/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,870.61
Open	NBAZ - Warrant Clearing Account	Check	1072815	01/15/2019	Accounts Payable	BOB BARKER COMPANY INC	928.09
Open	NBAZ - Warrant Clearing Account	Check	1072816	01/15/2019	Accounts Payable	BOOT BARN	430.53
Open	NBAZ - Warrant Clearing Account	Check	1072817	01/15/2019	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1072818	01/15/2019	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1072819	01/15/2019	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1072820	01/15/2019	Accounts Payable	CASTILLO, ANNABELLE	145.64
Open	NBAZ - Warrant Clearing Account	Check	1072821	01/15/2019	Accounts Payable	CDW GOVERNMENT LLC	367.40
Open	NBAZ - Warrant Clearing Account	Check	1072822	01/15/2019	Accounts Payable	CELLULAR ONE NE AZ	785.40
Open	NBAZ - Warrant Clearing Account	Check	1072823	01/15/2019	Accounts Payable	COCONINO COUNTY	3,540.00
Open	NBAZ - Warrant Clearing Account	Check	1072824	01/15/2019	Accounts Payable	COLEMAN, DANIELLE	72.00
Open	NBAZ - Warrant Clearing Account	Check	1072825	01/15/2019	Accounts Payable	COPPER STATE BOLT & NUT CO	436.58
Open	NBAZ - Warrant Clearing Account	Check	1072826	01/15/2019	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	204.00
Open	NBAZ - Warrant Clearing Account	Check	1072827	01/15/2019	Accounts Payable	DAHOZY, RODGER	243.08
Open	NBAZ - Warrant Clearing Account	Check	1072828	01/15/2019	Accounts Payable	DAVIS TRUE VALUE HARDWARE	103.45
Open	NBAZ - Warrant Clearing Account	Check	1072829	01/15/2019	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	319.95
Open	NBAZ - Warrant Clearing Account	Check	1072830	01/15/2019	Accounts Payable	DIAMOND DRUGS INC	5,611.80
Open	NBAZ - Warrant Clearing Account	Check	1072831	01/15/2019	Accounts Payable	DISH NETWORK	178.25
Open	NBAZ - Warrant Clearing Account	Check	1072832	01/15/2019	Accounts Payable	EAGAR, BRANNON	72.00
Open	NBAZ - Warrant Clearing Account	Check	1072833	01/15/2019	Accounts Payable	EMPIRE MACHINERY	10,339.84
Open	NBAZ - Warrant Clearing Account	Check	1072834	01/15/2019	Accounts Payable	ERHART, ANNA COLETTE	60.00
Open	NBAZ - Warrant Clearing Account	Check	1072835	01/15/2019	Accounts Payable	FERRELLGAS	686.62
Open	NBAZ - Warrant Clearing Account	Check	1072836	01/15/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	129.97
Open	NBAZ - Warrant Clearing Account	Check	1072837	01/15/2019	Accounts Payable	FRONTIER	105.72
Open	NBAZ - Warrant Clearing Account	Check	1072838	01/15/2019	Accounts Payable	FRONTIER	98.33
Open	NBAZ - Warrant Clearing Account	Check	1072839	01/15/2019	Accounts Payable	FRONTIER	368.03

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1072840	01/15/2019	Accounts Payable	FRONTIER	808.53
Open	NBAZ - Warrant Clearing Account	Check	1072841	01/15/2019	Accounts Payable	FRONTIER	732.46
Open	NBAZ - Warrant Clearing Account	Check	1072842	01/15/2019	Accounts Payable	GALL'S INC	332.69
Open	NBAZ - Warrant Clearing Account	Check	1072843	01/15/2019	Accounts Payable	GALLEGOS, OLIVIA SELENE	60.00
Open	NBAZ - Warrant Clearing Account	Check	1072844	01/15/2019	Accounts Payable	GALLUP INDEPENDENT	3,109.04
Open	NBAZ - Warrant Clearing Account	Check	1072845	01/15/2019	Accounts Payable	GALLUP LUMBER & SUPPLY	130.03
Open	NBAZ - Warrant Clearing Account	Check	1072846	01/15/2019	Accounts Payable	GALLUP WATER WORKS	43.00
Open	NBAZ - Warrant Clearing Account	Check	1072847	01/15/2019	Accounts Payable	GMCO CORPORATION	12,604.68
Open	NBAZ - Warrant Clearing Account	Check	1072848	01/15/2019	Accounts Payable	GOLIGHTLY TIRE	8,466.96
Open	NBAZ - Warrant Clearing Account	Check	1072849	01/15/2019	Accounts Payable	GOVERLAN INC	200.00
Open	NBAZ - Warrant Clearing Account	Check	1072850	01/15/2019	Accounts Payable	GREER COMMUNITY FACILITIES	833.56
Open	NBAZ - Warrant Clearing Account	Check	1072851	01/15/2019	Accounts Payable	HAMBLIN & ASSOCIATES LLC	1,150.00
Open	NBAZ - Warrant Clearing Account	Check	1072852	01/15/2019	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1072853	01/15/2019	Accounts Payable	HANCOCK, PAUL	14.12
Open	NBAZ - Warrant Clearing Account	Check	1072854	01/15/2019	Accounts Payable	HEINFELD MEECH AND CO PC	145.00
Open	NBAZ - Warrant Clearing Account	Check	1072855	01/15/2019	Accounts Payable	HENSON, AMANDA	60.00
Open	NBAZ - Warrant Clearing Account	Check	1072856	01/15/2019	Accounts Payable	HERRERA, ROSCOE GEORGE	88.00
Open	NBAZ - Warrant Clearing Account	Check	1072857	01/15/2019	Accounts Payable	HIGH COUNTRY PROPANE	1,583.02
Open	NBAZ - Warrant Clearing Account	Check	1072858	01/15/2019	Accounts Payable	HILL, PATRICIA	26.75
Open	NBAZ - Warrant Clearing Account	Check	1072859	01/15/2019	Accounts Payable	HILL AZ GROCERY STORE	12.45
Open	NBAZ - Warrant Clearing Account	Check	1072860	01/15/2019	Accounts Payable	HILL AZ GROCERY STORE	9.28
Open	NBAZ - Warrant Clearing Account	Check	1072861	01/15/2019	Accounts Payable	HILLYARD/FLAGSTAFF	2,760.61
Open	NBAZ - Warrant Clearing Account	Check	1072862	01/15/2019	Accounts Payable	HOME DEPOT	44.49
Open	NBAZ - Warrant Clearing Account	Check	1072863	01/15/2019	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	220.00
Open	NBAZ - Warrant Clearing Account	Check	1072864	01/15/2019	Accounts Payable	HP2 INC	509.01
Open	NBAZ - Warrant Clearing Account	Check	1072865	01/15/2019	Accounts Payable	IKARD & NEWSOM	4,563.08
Open	NBAZ - Warrant Clearing Account	Check	1072866	01/15/2019	Accounts Payable	INGRAM LIBRARY SERVICES	1,819.83
Open	NBAZ - Warrant Clearing Account	Check	1072867	01/15/2019	Accounts Payable	JACKSON, GENEVA L	231.82
Open	NBAZ - Warrant Clearing Account	Check	1072868	01/15/2019	Accounts Payable	JAMESON, MICHELLE	72.00
Open	NBAZ - Warrant Clearing Account	Check	1072869	01/15/2019	Accounts Payable	JENSEN, TYRON	400.00
Open	NBAZ - Warrant Clearing Account	Check	1072870	01/15/2019	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	14.80
Open	NBAZ - Warrant Clearing Account	Check	1072871	01/15/2019	Accounts Payable	JONES, DENNISE L	300.00
Open	NBAZ - Warrant Clearing Account	Check	1072872	01/15/2019	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	1,615.00
Open	NBAZ - Warrant Clearing Account	Check	1072873	01/15/2019	Accounts Payable	KB WELDING INC	1,543.20
Open	NBAZ - Warrant Clearing Account	Check	1072874	01/15/2019	Accounts Payable	KIMBALL EQUIPMENT COMPANY	129.67
Open	NBAZ - Warrant Clearing Account	Check	1072875	01/15/2019	Accounts Payable	KONICA MINOLTA	191.63
Open	NBAZ - Warrant Clearing Account	Check	1072876	01/15/2019	Accounts Payable	L R INVESTIGATIONS LLC	22.50
Open	NBAZ - Warrant Clearing Account	Check	1072877	01/15/2019	Accounts Payable	LATHAM, MICHAEL	375.40
Open	NBAZ - Warrant Clearing Account	Check	1072878	01/15/2019	Accounts Payable	LAWSON PRODUCTS INC	620.10
Open	NBAZ - Warrant Clearing Account	Check	1072879	01/15/2019	Accounts Payable	LEADSONLINE LLC	2,238.00
Open	NBAZ - Warrant Clearing Account	Check	1072880	01/15/2019	Accounts Payable	LEGAL AND LIABILITY RISK MANAGMENT INSTITUTE	375.00
Open	NBAZ - Warrant Clearing Account	Check	1072881	01/15/2019	Accounts Payable	LEGATE, PENROD & ASSOCIATES	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1072882	01/15/2019	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	52.61
Open	NBAZ - Warrant Clearing Account	Check	1072883	01/15/2019	Accounts Payable	MARATHON FITNESS	10,476.75
Open	NBAZ - Warrant Clearing Account	Check	1072884	01/15/2019	Accounts Payable	MASS TRANSCRIPTIONS	197.10
Open	NBAZ - Warrant Clearing Account	Check	1072885	01/15/2019	Accounts Payable	MCI	39.53
Open	NBAZ - Warrant Clearing Account	Check	1072886	01/15/2019	Accounts Payable	MIRELES, VERONICA	60.00
Open	NBAZ - Warrant Clearing Account	Check	1072887	01/15/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	230.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1072888	01/15/2019	Accounts Payable	NAPA	231.16
Open	NBAZ - Warrant Clearing Account	Check	1072889	01/15/2019	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	3,150.00
Open	NBAZ - Warrant Clearing Account	Check	1072890	01/15/2019	Accounts Payable	NAVAJO SANITATION INC	223.82
Open	NBAZ - Warrant Clearing Account	Check	1072891	01/15/2019	Accounts Payable	NAVAJO TRACTOR SALES INC	262.20
Open	NBAZ - Warrant Clearing Account	Check	1072892	01/15/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,106.93
Open	NBAZ - Warrant Clearing Account	Check	1072893	01/15/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,303.02
Open	NBAZ - Warrant Clearing Account	Check	1072894	01/15/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	19,862.54
Open	NBAZ - Warrant Clearing Account	Check	1072895	01/15/2019	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	148.00
Open	NBAZ - Warrant Clearing Account	Check	1072896	01/15/2019	Accounts Payable	OFFICE DEPOT	394.53
Open	NBAZ - Warrant Clearing Account	Check	1072897	01/15/2019	Accounts Payable	ORSAK, KORYNN ADELL	180.00
Open	NBAZ - Warrant Clearing Account	Check	1072898	01/15/2019	Accounts Payable	OVERDRIVE INC	274.13
Open	NBAZ - Warrant Clearing Account	Check	1072899	01/15/2019	Accounts Payable	PADILLA, DEBBIE L	104.22
Open	NBAZ - Warrant Clearing Account	Check	1072900	01/15/2019	Accounts Payable	PATTERSON, DANA BRYCE	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1072901	01/15/2019	Accounts Payable	PEARCE, DOUGLAS LANCE	722.23
Open	NBAZ - Warrant Clearing Account	Check	1072902	01/15/2019	Accounts Payable	PEPPERBALL	2,020.00
Open	NBAZ - Warrant Clearing Account	Check	1072903	01/15/2019	Accounts Payable	PICO'S IRRIGATION & LANDSCAPE	164.75
Open	NBAZ - Warrant Clearing Account	Check	1072904	01/15/2019	Accounts Payable	PINAL COUNTY ARIZONA	4,900.00
Open	NBAZ - Warrant Clearing Account	Check	1072905	01/15/2019	Accounts Payable	PLATT DDS, RANDOLPH	278.00
Open	NBAZ - Warrant Clearing Account	Check	1072906	01/15/2019	Accounts Payable	PRAXAIR DISTRIBUTION INC	30.76
Open	NBAZ - Warrant Clearing Account	Check	1072907	01/15/2019	Accounts Payable	PREMIUM PROPANE LLC	1,217.18
Open	NBAZ - Warrant Clearing Account	Check	1072908	01/15/2019	Accounts Payable	QUALITY CARQUEST	332.53
Open	NBAZ - Warrant Clearing Account	Check	1072909	01/15/2019	Accounts Payable	QUILL CORP	3,150.46
Open	NBAZ - Warrant Clearing Account	Check	1072910	01/15/2019	Accounts Payable	RACHER'S OFFICE EQUIPMENT	576.25
Open	NBAZ - Warrant Clearing Account	Check	1072911	01/15/2019	Accounts Payable	RHINEHART OIL CO	1,289.77
Open	NBAZ - Warrant Clearing Account	Check	1072912	01/15/2019	Accounts Payable	RICHARD BEGAY	200.00
Open	NBAZ - Warrant Clearing Account	Check	1072913	01/15/2019	Accounts Payable	RICOH USA INC	24.70
Open	NBAZ - Warrant Clearing Account	Check	1072914	01/15/2019	Accounts Payable	RIM COUNTRY MECHANICAL	1,263.16
Open	NBAZ - Warrant Clearing Account	Check	1072915	01/15/2019	Accounts Payable	RIVERA, REBECCA	90.00
Open	NBAZ - Warrant Clearing Account	Check	1072916	01/15/2019	Accounts Payable	ROJAS, JOSE LUIS	16.57
Open	NBAZ - Warrant Clearing Account	Check	1072917	01/15/2019	Accounts Payable	RUSH TRUCK CENTER	755.80
Open	NBAZ - Warrant Clearing Account	Check	1072918	01/15/2019	Accounts Payable	SAFE RESTRAINTS INC	2,724.24
Open	NBAZ - Warrant Clearing Account	Check	1072919	01/15/2019	Accounts Payable	SAFEWAY INC	82.30
Open	NBAZ - Warrant Clearing Account	Check	1072920	01/15/2019	Accounts Payable	SAGIT ZILBERMAN MUSIC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1072921	01/15/2019	Accounts Payable	SALAZAR, LAURA J	60.00
Open	NBAZ - Warrant Clearing Account	Check	1072922	01/15/2019	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1072923	01/15/2019	Accounts Payable	SANDOVAL, PATRICK J	82.13
Open	NBAZ - Warrant Clearing Account	Check	1072924	01/15/2019	Accounts Payable	SCHIFF, LAURENCE	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1072925	01/15/2019	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	975.23
Open	NBAZ - Warrant Clearing Account	Check	1072926	01/15/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,678.39
Open	NBAZ - Warrant Clearing Account	Check	1072927	01/15/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	17.76
Open	NBAZ - Warrant Clearing Account	Check	1072928	01/15/2019	Accounts Payable	SHIRLEY, JOE Junior	161.32
Open	NBAZ - Warrant Clearing Account	Check	1072929	01/15/2019	Accounts Payable	SIERRA PROPANE	2,218.18
Open	NBAZ - Warrant Clearing Account	Check	1072930	01/15/2019	Accounts Payable	SLOAN, TERRIE J	60.00
Open	NBAZ - Warrant Clearing Account	Check	1072931	01/15/2019	Accounts Payable	SONORA QUEST LABORATORIES	81.26
Open	NBAZ - Warrant Clearing Account	Check	1072932	01/15/2019	Accounts Payable	SPARKLETTS WATER	63.82
Open	NBAZ - Warrant Clearing Account	Check	1072933	01/15/2019	Accounts Payable	SPORTS WORLD INC	1,077.00
Open	NBAZ - Warrant Clearing Account	Check	1072934	01/15/2019	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	173.41
Open	NBAZ - Warrant Clearing Account	Check	1072935	01/15/2019	Accounts Payable	ST JOHNS CITY	1,783.62

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1072936	01/15/2019	Accounts Payable	STANFORD GENERAL STORE LLC	20.00
Open	NBAZ - Warrant Clearing Account	Check	1072937	01/15/2019	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1072938	01/15/2019	Accounts Payable	SUMMIT FUNERAL HOME	350.00
Open	NBAZ - Warrant Clearing Account	Check	1072939	01/15/2019	Accounts Payable	SUNSTATE TECHNOLOGY GROUP	167.08
Open	NBAZ - Warrant Clearing Account	Check	1072940	01/15/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	460.54
Open	NBAZ - Warrant Clearing Account	Check	1072941	01/15/2019	Accounts Payable	TASER INTERNATIONAL INC	19,682.17
Open	NBAZ - Warrant Clearing Account	Check	1072942	01/15/2019	Accounts Payable	TASER INTERNATIONAL INC	5,072.30
Open	NBAZ - Warrant Clearing Account	Check	1072943	01/15/2019	Accounts Payable	THE EMBLEM AUTHORITY	75.00
Open	NBAZ - Warrant Clearing Account	Check	1072944	01/15/2019	Accounts Payable	THE POUR STATION	30.00
Open	NBAZ - Warrant Clearing Account	Check	1072945	01/15/2019	Accounts Payable	THOMAS, JEREL	160.00
Open	NBAZ - Warrant Clearing Account	Check	1072946	01/15/2019	Accounts Payable	THOMSON REUTERS WEST	409.03
Open	NBAZ - Warrant Clearing Account	Check	1072947	01/15/2019	Accounts Payable	TJP COMMUNICATIONS	533.00
Open	NBAZ - Warrant Clearing Account	Check	1072948	01/15/2019	Accounts Payable	TOWN OF EAGAR	349.68
Open	NBAZ - Warrant Clearing Account	Check	1072949	01/15/2019	Accounts Payable	TOWN OF SPRINGERVILLE	183.06
Open	NBAZ - Warrant Clearing Account	Check	1072950	01/15/2019	Accounts Payable	TRAK ENGINEERING INC	1,123.00
Open	NBAZ - Warrant Clearing Account	Check	1072951	01/15/2019	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	27.28
Open	NBAZ - Warrant Clearing Account	Check	1072952	01/15/2019	Accounts Payable	TWIN CITY HARDWARE - TCH SOUTHWEST	597.33
Open	NBAZ - Warrant Clearing Account	Check	1072953	01/15/2019	Accounts Payable	UDALL, FRANCELLE M	315.60
Open	NBAZ - Warrant Clearing Account	Check	1072954	01/15/2019	Accounts Payable	UDALL, SHERWOOD BOWEN	279.62
Open	NBAZ - Warrant Clearing Account	Check	1072955	01/15/2019	Accounts Payable	UDALL, W JEFFORY	31.62
Open	NBAZ - Warrant Clearing Account	Check	1072956	01/15/2019	Accounts Payable	UNIFIRST CORPORATION	82.55
Open	NBAZ - Warrant Clearing Account	Check	1072957	01/15/2019	Accounts Payable	UNITED TRUCK AND EQUIPMENT INC	24.00
Open	NBAZ - Warrant Clearing Account	Check	1072958	01/15/2019	Accounts Payable	US POSTMASTER	144.00
Open	NBAZ - Warrant Clearing Account	Check	1072959	01/15/2019	Accounts Payable	US POSTMASTER	208.00
Open	NBAZ - Warrant Clearing Account	Check	1072960	01/15/2019	Accounts Payable	VALLEY AUTO PARTS	1,915.14
Open	NBAZ - Warrant Clearing Account	Check	1072961	01/15/2019	Accounts Payable	VERIZON WIRELESS	1,031.07
Open	NBAZ - Warrant Clearing Account	Check	1072962	01/15/2019	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	64.42
Open	NBAZ - Warrant Clearing Account	Check	1072963	01/15/2019	Accounts Payable	WARNER, JOSHUA CALEB	66.00
Open	NBAZ - Warrant Clearing Account	Check	1072964	01/15/2019	Accounts Payable	WAUNEKA, EDISON JAMES	263.62
Open	NBAZ - Warrant Clearing Account	Check	1072965	01/15/2019	Accounts Payable	WESTERN DRUG COMPANY	15.00
Open	NBAZ - Warrant Clearing Account	Check	1072966	01/15/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	118.88
Open	NBAZ - Warrant Clearing Account	Check	1072967	01/15/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	174.28
Open	NBAZ - Warrant Clearing Account	Check	1072968	01/15/2019	Accounts Payable	WILSON INVESTIGATIVE SERVICES	408.00
Open	NBAZ - Warrant Clearing Account	Check	1072969	01/15/2019	Accounts Payable	WOODLAND BUILDING CENTER	772.67
Open	NBAZ - Warrant Clearing Account	Check	1072970	01/15/2019	Accounts Payable	XEROX CORP	492.64
Open	NBAZ - Warrant Clearing Account	Check	1072971	01/15/2019	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1072972	01/15/2019	Accounts Payable	YELLOWHORSE, JAY	461.68
Open	NBAZ - Warrant Clearing Account	Check	1072973	01/15/2019	Accounts Payable	YELTON AND ASSOCIATES	6,794.00
Open	NBAZ - Warrant Clearing Account	Check	1072974	01/15/2019	Accounts Payable	ZHELEV, IVAN D	144.97
Open	NBAZ - Warrant Clearing Account	Check	1072975	01/16/2019	Accounts Payable	BEGAY, MARLEITA	634.34
Open	NBAZ - Warrant Clearing Account	Check	1072976	01/16/2019	Accounts Payable	YAROSH, DAWN	494.61
Open	NBAZ - Warrant Clearing Account	Check	1072977	01/17/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	2,300.00
Open	NBAZ - Warrant Clearing Account	Check	1072978	01/22/2019	Accounts Payable	AZ DEPT OF REVENUE	2,130.71
Open	NBAZ - Warrant Clearing Account	Check	1072979	01/22/2019	Accounts Payable	CHEVRON USA INC	811.01
Open	NBAZ - Warrant Clearing Account	Check	1073014	01/22/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	877.33
Open	NBAZ - Warrant Clearing Account	Check	1073015	01/22/2019	Accounts Payable	APACHE COUNTY FSA	678.26
Open	NBAZ - Warrant Clearing Account	Check	1073016	01/22/2019	Accounts Payable	APACHE COUNTY HSA	3,469.57
Open	NBAZ - Warrant Clearing Account	Check	1073017	01/22/2019	Accounts Payable	APACHE COUNTY MEDICAL	167,703.19

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073018	01/22/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	136,518.29
Open	NBAZ - Warrant Clearing Account	Check	1073019	01/22/2019	Accounts Payable	APACHE COUNTY TREASURER	144.28
Open	NBAZ - Warrant Clearing Account	Check	1073020	01/22/2019	Accounts Payable	ASRS	187.66
Open	NBAZ - Warrant Clearing Account	Check	1073021	01/22/2019	Accounts Payable	ASRS LEGACY EORP	5,933.16
Open	NBAZ - Warrant Clearing Account	Check	1073022	01/22/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	105,367.52
Open	NBAZ - Warrant Clearing Account	Check	1073023	01/22/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1073024	01/22/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,560.30
Open	NBAZ - Warrant Clearing Account	Check	1073025	01/22/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,541.78
Open	NBAZ - Warrant Clearing Account	Check	1073026	01/22/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,636.71
Open	NBAZ - Warrant Clearing Account	Check	1073027	01/22/2019	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1073028	01/22/2019	Accounts Payable	EORP LEGACY	2,723.78
Open	NBAZ - Warrant Clearing Account	Check	1073029	01/22/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1073030	01/22/2019	Accounts Payable	GURSTEL LAW FIRM PC	118.76
Open	NBAZ - Warrant Clearing Account	Check	1073031	01/22/2019	Accounts Payable	NATIONWIDE	1,759.64
Open	NBAZ - Warrant Clearing Account	Check	1073032	01/22/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1073033	01/22/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,329.02
Open	NBAZ - Warrant Clearing Account	Check	1073034	01/22/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,987.81
Open	NBAZ - Warrant Clearing Account	Check	1073035	01/22/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	45,423.18
Open	NBAZ - Warrant Clearing Account	Check	1073036	01/22/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1073037	01/22/2019	Accounts Payable	SECURITY BENEFIT GROUP	345.00
Open	NBAZ - Warrant Clearing Account	Check	1073038	01/22/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,606.39
Open	NBAZ - Warrant Clearing Account	Check	1073040	01/23/2019	Accounts Payable	ACDONA	200.00
Open	NBAZ - Warrant Clearing Account	Check	1073041	01/23/2019	Accounts Payable	ALLEGRA	204.76
Open	NBAZ - Warrant Clearing Account	Check	1073042	01/23/2019	Accounts Payable	ALSCO INC	333.88
Open	NBAZ - Warrant Clearing Account	Check	1073043	01/23/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,937.35
Open	NBAZ - Warrant Clearing Account	Check	1073044	01/23/2019	Accounts Payable	AMAZON COM INC	10.90
Open	NBAZ - Warrant Clearing Account	Check	1073045	01/23/2019	Accounts Payable	AMERIGAS - GALLUP	1,922.77
Open	NBAZ - Warrant Clearing Account	Check	1073046	01/23/2019	Accounts Payable	AMIGO CHEVROLET	650.41
Open	NBAZ - Warrant Clearing Account	Check	1073047	01/23/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	39.74
Open	NBAZ - Warrant Clearing Account	Check	1073048	01/23/2019	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	750.00
Open	NBAZ - Warrant Clearing Account	Check	1073049	01/23/2019	Accounts Payable	APEX SOFTWARE	1,295.00
Open	NBAZ - Warrant Clearing Account	Check	1073050	01/23/2019	Accounts Payable	APPLEGATE, TAMARA WILHELM	41.42
Open	NBAZ - Warrant Clearing Account	Check	1073051	01/23/2019	Accounts Payable	ASHTONS REPAIR INC	373.16
Open	NBAZ - Warrant Clearing Account	Check	1073052	01/23/2019	Accounts Payable	AZ ASSOCIATION OF CHIEFS OF POLICE	525.00
Open	NBAZ - Warrant Clearing Account	Check	1073053	01/23/2019	Accounts Payable	AZ ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	350.00
Open	NBAZ - Warrant Clearing Account	Check	1073054	01/23/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	110.00
Open	NBAZ - Warrant Clearing Account	Check	1073055	01/23/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	315.51
Open	NBAZ - Warrant Clearing Account	Check	1073056	01/23/2019	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	4,852.02
Open	NBAZ - Warrant Clearing Account	Check	1073057	01/23/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	50.74
Open	NBAZ - Warrant Clearing Account	Check	1073058	01/23/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	2,706.52
Open	NBAZ - Warrant Clearing Account	Check	1073059	01/23/2019	Accounts Payable	BEGAY, SARAH MAE	380.00
Open	NBAZ - Warrant Clearing Account	Check	1073060	01/23/2019	Accounts Payable	BENDER, JUDITH A	200.00
Open	NBAZ - Warrant Clearing Account	Check	1073061	01/23/2019	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	2,806.83
Open	NBAZ - Warrant Clearing Account	Check	1073062	01/23/2019	Accounts Payable	BLANSETT, SANDRA L	84.00
Open	NBAZ - Warrant Clearing Account	Check	1073063	01/23/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	78.68
Open	NBAZ - Warrant Clearing Account	Check	1073064	01/23/2019	Accounts Payable	BOB BARKER COMPANY INC	2,825.84
Open	NBAZ - Warrant Clearing Account	Check	1073065	01/23/2019	Accounts Payable	BRADCO	15,178.13
Open	NBAZ - Warrant Clearing Account	Check	1073066	01/23/2019	Accounts Payable	BRIDES AUTO CENTER	137.03

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073067	01/23/2019	Accounts Payable	BROWN, DEVIN	530.00
Open	NBAZ - Warrant Clearing Account	Check	1073068	01/23/2019	Accounts Payable	BURNHAM MORTUARY	800.00
Open	NBAZ - Warrant Clearing Account	Check	1073069	01/23/2019	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1073070	01/23/2019	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	22,761.21
Open	NBAZ - Warrant Clearing Account	Check	1073071	01/23/2019	Accounts Payable	CDW GOVERNMENT LLC	471.54
Open	NBAZ - Warrant Clearing Account	Check	1073072	01/23/2019	Accounts Payable	CELLULAR ONE NE AZ	583.26
Open	NBAZ - Warrant Clearing Account	Check	1073073	01/23/2019	Accounts Payable	CENGAGE LEARNING INC	25.34
Open	NBAZ - Warrant Clearing Account	Check	1073074	01/23/2019	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1073075	01/23/2019	Accounts Payable	CIRIVELLO, MICHAEL V	72.00
Open	NBAZ - Warrant Clearing Account	Check	1073076	01/23/2019	Accounts Payable	CIVIL & ENVIRONMENTAL CONSULTANTS INC	45,954.50
Open	NBAZ - Warrant Clearing Account	Check	1073077	01/23/2019	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	650.00
Open	NBAZ - Warrant Clearing Account	Check	1073078	01/23/2019	Accounts Payable	COPPER STATE BOLT & NUT CO	116.81
Open	NBAZ - Warrant Clearing Account	Check	1073079	01/23/2019	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	186.88
Open	NBAZ - Warrant Clearing Account	Check	1073080	01/23/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	514.21
Open	NBAZ - Warrant Clearing Account	Check	1073081	01/23/2019	Accounts Payable	CZARNYSZKA, TROY D	224.14
Open	NBAZ - Warrant Clearing Account	Check	1073082	01/23/2019	Accounts Payable	DAHOZY, RODGER	318.00
Open	NBAZ - Warrant Clearing Account	Check	1073083	01/23/2019	Accounts Payable	DATABANK IMX LLC	656.25
Open	NBAZ - Warrant Clearing Account	Check	1073084	01/23/2019	Accounts Payable	DAVIS TRUE VALUE HARDWARE	57.79
Open	NBAZ - Warrant Clearing Account	Check	1073085	01/23/2019	Accounts Payable	DEDMAN, JOSEPH Junior	132.00
Open	NBAZ - Warrant Clearing Account	Check	1073086	01/23/2019	Accounts Payable	DEMATTEO, JOHN JOSEPH	72.00
Open	NBAZ - Warrant Clearing Account	Check	1073087	01/23/2019	Accounts Payable	DIAMOND MEDICAL SUPPLY	169.05
Open	NBAZ - Warrant Clearing Account	Check	1073088	01/23/2019	Accounts Payable	DITTYS PIZZA AND PIE	30.61
Open	NBAZ - Warrant Clearing Account	Check	1073089	01/23/2019	Accounts Payable	E & E SERVICES INC	253.31
Open	NBAZ - Warrant Clearing Account	Check	1073090	01/23/2019	Accounts Payable	EM HALE LAW	1,740.20
Open	NBAZ - Warrant Clearing Account	Check	1073091	01/23/2019	Accounts Payable	EM WHITING HOMESTEAD INC	2,800.00
Open	NBAZ - Warrant Clearing Account	Check	1073092	01/23/2019	Accounts Payable	EMBASSY SUITES	1,548.96
Open	NBAZ - Warrant Clearing Account	Check	1073093	01/23/2019	Accounts Payable	EMPIRE MACHINERY	2,638.87
Open	NBAZ - Warrant Clearing Account	Check	1073094	01/23/2019	Accounts Payable	ERNIES FIRE EXTINGUISHER	660.00
Open	NBAZ - Warrant Clearing Account	Check	1073095	01/23/2019	Accounts Payable	FERRELLGAS	680.12
Open	NBAZ - Warrant Clearing Account	Check	1073096	01/23/2019	Accounts Payable	FLEET PRIDE	285.10
Open	NBAZ - Warrant Clearing Account	Check	1073097	01/23/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	407.96
Open	NBAZ - Warrant Clearing Account	Check	1073098	01/23/2019	Accounts Payable	FRONTIER	69.74
Open	NBAZ - Warrant Clearing Account	Check	1073099	01/23/2019	Accounts Payable	FRONTIER	414.67
Open	NBAZ - Warrant Clearing Account	Check	1073100	01/23/2019	Accounts Payable	FRONTIER	933.45
Open	NBAZ - Warrant Clearing Account	Check	1073101	01/23/2019	Accounts Payable	FRONTIER	269.06
Open	NBAZ - Warrant Clearing Account	Check	1073102	01/23/2019	Accounts Payable	FRONTIER	56.82
Open	NBAZ - Warrant Clearing Account	Check	1073103	01/23/2019	Accounts Payable	FRONTIER	24.78
Open	NBAZ - Warrant Clearing Account	Check	1073104	01/23/2019	Accounts Payable	FRONTIER	102.81
Open	NBAZ - Warrant Clearing Account	Check	1073105	01/23/2019	Accounts Payable	FRONTIER	156.79
Open	NBAZ - Warrant Clearing Account	Check	1073106	01/23/2019	Accounts Payable	FRONTIER	158.24
Open	NBAZ - Warrant Clearing Account	Check	1073107	01/23/2019	Accounts Payable	FRONTIER	152.04
Open	NBAZ - Warrant Clearing Account	Check	1073108	01/23/2019	Accounts Payable	FRONTIER	69.74
Open	NBAZ - Warrant Clearing Account	Check	1073109	01/23/2019	Accounts Payable	FRONTIER	70.88
Open	NBAZ - Warrant Clearing Account	Check	1073110	01/23/2019	Accounts Payable	FRONTIER	72.01
Open	NBAZ - Warrant Clearing Account	Check	1073111	01/23/2019	Accounts Payable	FRONTIER	1,146.89
Open	NBAZ - Warrant Clearing Account	Check	1073112	01/23/2019	Accounts Payable	FRONTIER	4,523.39
Open	NBAZ - Warrant Clearing Account	Check	1073113	01/23/2019	Accounts Payable	FRONTIER	808.17
Open	NBAZ - Warrant Clearing Account	Check	1073114	01/23/2019	Accounts Payable	FRONTIER	217.79

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073115	01/23/2019	Accounts Payable	FRONTIER	216.92
Open	NBAZ - Warrant Clearing Account	Check	1073116	01/23/2019	Accounts Payable	FRONTIER	188.31
Open	NBAZ - Warrant Clearing Account	Check	1073117	01/23/2019	Accounts Payable	FRONTIER	166.40
Open	NBAZ - Warrant Clearing Account	Check	1073118	01/23/2019	Accounts Payable	FRONTIER	136.17
Open	NBAZ - Warrant Clearing Account	Check	1073119	01/23/2019	Accounts Payable	GALL'S INC	394.44
Open	NBAZ - Warrant Clearing Account	Check	1073120	01/23/2019	Accounts Payable	GALLUP CUSTOM TINTING	270.73
Open	NBAZ - Warrant Clearing Account	Check	1073121	01/23/2019	Accounts Payable	GALLUP LUMBER & SUPPLY	271.29
Open	NBAZ - Warrant Clearing Account	Check	1073122	01/23/2019	Accounts Payable	GARCIA JR., RUBEN C	72.00
Open	NBAZ - Warrant Clearing Account	Check	1073123	01/23/2019	Accounts Payable	GFOAZ	180.00
Open	NBAZ - Warrant Clearing Account	Check	1073124	01/23/2019	Accounts Payable	GOMEZ, BARBARA J	300.00
Open	NBAZ - Warrant Clearing Account	Check	1073125	01/23/2019	Accounts Payable	GRAINGER	358.54
Open	NBAZ - Warrant Clearing Account	Check	1073126	01/23/2019	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	227.80
Open	NBAZ - Warrant Clearing Account	Check	1073127	01/23/2019	Accounts Payable	HIGH COUNTRY PROPANE	1,886.17
Open	NBAZ - Warrant Clearing Account	Check	1073128	01/23/2019	Accounts Payable	HIGH DESERT CYCLES	163.00
Open	NBAZ - Warrant Clearing Account	Check	1073129	01/23/2019	Accounts Payable	HILL AZ GROCERY STORE	67.70
Open	NBAZ - Warrant Clearing Account	Check	1073130	01/23/2019	Accounts Payable	HILL AZ GROCERY STORE	334.61
Open	NBAZ - Warrant Clearing Account	Check	1073131	01/23/2019	Accounts Payable	HILLYARD/FLAGSTAFF	1,338.39
Open	NBAZ - Warrant Clearing Account	Check	1073132	01/23/2019	Accounts Payable	HOME DEPOT	1,104.53
Open	NBAZ - Warrant Clearing Account	Check	1073133	01/23/2019	Accounts Payable	HOYT, VIRGINIA E	486.43
Open	NBAZ - Warrant Clearing Account	Check	1073134	01/23/2019	Accounts Payable	IKARD & NEWSOM	1,212.64
Open	NBAZ - Warrant Clearing Account	Check	1073135	01/23/2019	Accounts Payable	INGRAM LIBRARY SERVICES	1,659.03
Open	NBAZ - Warrant Clearing Account	Check	1073136	01/23/2019	Accounts Payable	JCG TECHNOLOGIES INC	701.68
Open	NBAZ - Warrant Clearing Account	Check	1073137	01/23/2019	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	636.21
Open	NBAZ - Warrant Clearing Account	Check	1073138	01/23/2019	Accounts Payable	JONES, DENNISE L	300.00
Open	NBAZ - Warrant Clearing Account	Check	1073139	01/23/2019	Accounts Payable	KIMBALL EQUIPMENT COMPANY	683.02
Open	NBAZ - Warrant Clearing Account	Check	1073140	01/23/2019	Accounts Payable	KONICA MINOLTA	1,494.51
Open	NBAZ - Warrant Clearing Account	Check	1073141	01/23/2019	Accounts Payable	LAMM, DAVID	258.40
Open	NBAZ - Warrant Clearing Account	Check	1073142	01/23/2019	Accounts Payable	LOOMIS	701.33
Open	NBAZ - Warrant Clearing Account	Check	1073143	01/23/2019	Accounts Payable	MACGREGOR , ANNE T	61.26
Open	NBAZ - Warrant Clearing Account	Check	1073144	01/23/2019	Accounts Payable	MARSHALL AND SWIFT BOECKH LLC	1,014.15
Open	NBAZ - Warrant Clearing Account	Check	1073145	01/23/2019	Accounts Payable	MASS TRANSCRIPTIONS	432.00
Open	NBAZ - Warrant Clearing Account	Check	1073146	01/23/2019	Accounts Payable	MCCARTHY, STEPHANIE	13.45
Open	NBAZ - Warrant Clearing Account	Check	1073147	01/23/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	762.00
Open	NBAZ - Warrant Clearing Account	Check	1073148	01/23/2019	Accounts Payable	NAPA	311.39
Open	NBAZ - Warrant Clearing Account	Check	1073149	01/23/2019	Accounts Payable	NATIONAL ASSOCIATION OF COUNTY ENGINEERS (NACE)	350.00
Open	NBAZ - Warrant Clearing Account	Check	1073150	01/23/2019	Accounts Payable	NATIONAL CRIMINAL ENFORCEMENT ASSOC	2,100.00
Open	NBAZ - Warrant Clearing Account	Check	1073151	01/23/2019	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	966.40
Open	NBAZ - Warrant Clearing Account	Check	1073152	01/23/2019	Accounts Payable	NAVAJO ENGINEERING & CONSTRUCTION AUTHORITY	667.80
Open	NBAZ - Warrant Clearing Account	Check	1073153	01/23/2019	Accounts Payable	NAVAJO TRACTOR SALES INC	47.98
Open	NBAZ - Warrant Clearing Account	Check	1073154	01/23/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	706.35
Open	NBAZ - Warrant Clearing Account	Check	1073155	01/23/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	228.71
Open	NBAZ - Warrant Clearing Account	Check	1073156	01/23/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	70.49
Open	NBAZ - Warrant Clearing Account	Check	1073157	01/23/2019	Accounts Payable	NAVAJO WESTERNERS	30.51
Open	NBAZ - Warrant Clearing Account	Check	1073158	01/23/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	3,385.19
Open	NBAZ - Warrant Clearing Account	Check	1073159	01/23/2019	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	104.50
Open	NBAZ - Warrant Clearing Account	Check	1073160	01/23/2019	Accounts Payable	NOEL'S INC	227.18
Open	NBAZ - Warrant Clearing Account	Check	1073161	01/23/2019	Accounts Payable	NOTAH, ANTONY C	72.00
Open	NBAZ - Warrant Clearing Account	Check	1073162	01/23/2019	Accounts Payable	PATTERSON, RYAN N	360.97

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073163	01/23/2019	Accounts Payable	PEMBERTON, ZACHARY	500.00
Open	NBAZ - Warrant Clearing Account	Check	1073164	01/23/2019	Accounts Payable	PEPPERBALL	25.00
Open	NBAZ - Warrant Clearing Account	Check	1073165	01/23/2019	Accounts Payable	PERFECT PRINTZ LLC	185.55
Open	NBAZ - Warrant Clearing Account	Check	1073166	01/23/2019	Accounts Payable	PICO'S IRRIGATION & LANDSCAPE	240.00
Open	NBAZ - Warrant Clearing Account	Check	1073167	01/23/2019	Accounts Payable	PIMA COUNTY MEDICAL	2,300.00
Open	NBAZ - Warrant Clearing Account	Check	1073168	01/23/2019	Accounts Payable	PLATT DDS, RANDOLPH	226.00
Open	NBAZ - Warrant Clearing Account	Check	1073169	01/23/2019	Accounts Payable	PREMIUM PROPANE LLC	18.36
Open	NBAZ - Warrant Clearing Account	Check	1073170	01/23/2019	Accounts Payable	PUZZI, STEPHENIE MICHALE	54.00
Open	NBAZ - Warrant Clearing Account	Check	1073171	01/23/2019	Accounts Payable	QUILL CORP	2,494.37
Open	NBAZ - Warrant Clearing Account	Check	1073172	01/23/2019	Accounts Payable	RDO EQUIPMENT CO	1,163.83
Open	NBAZ - Warrant Clearing Account	Check	1073173	01/23/2019	Accounts Payable	RELIABLE BACKGROUND SCREENING	348.00
Open	NBAZ - Warrant Clearing Account	Check	1073174	01/23/2019	Accounts Payable	RHINEHART OIL CO	25,003.96
Open	NBAZ - Warrant Clearing Account	Check	1073175	01/23/2019	Accounts Payable	RODE INN	309.84
Open	NBAZ - Warrant Clearing Account	Check	1073176	01/23/2019	Accounts Payable	ROMERO, DAVID JULIAN	321.92
Open	NBAZ - Warrant Clearing Account	Check	1073177	01/23/2019	Accounts Payable	RUSH TRUCK CENTER	543.00
Open	NBAZ - Warrant Clearing Account	Check	1073178	01/23/2019	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1073179	01/23/2019	Accounts Payable	SAFETY KLEEN	394.89
Open	NBAZ - Warrant Clearing Account	Check	1073180	01/23/2019	Accounts Payable	SAFEWAY INC	28.72
Open	NBAZ - Warrant Clearing Account	Check	1073181	01/23/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	990.61
Open	NBAZ - Warrant Clearing Account	Check	1073182	01/23/2019	Accounts Payable	SEM APPLICATIONS INC	102.00
Open	NBAZ - Warrant Clearing Account	Check	1073183	01/23/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	101.86
Open	NBAZ - Warrant Clearing Account	Check	1073184	01/23/2019	Accounts Payable	SHELL OIL	1,432.17
Open	NBAZ - Warrant Clearing Account	Check	1073185	01/23/2019	Accounts Payable	SHI INTERNATIONAL CORP	1,162.69
Open	NBAZ - Warrant Clearing Account	Check	1073186	01/23/2019	Accounts Payable	SHIRLEY, JOE Junior	161.32
Open	NBAZ - Warrant Clearing Account	Check	1073187	01/23/2019	Accounts Payable	SIERRA PROPANE	2,121.72
Open	NBAZ - Warrant Clearing Account	Check	1073188	01/23/2019	Accounts Payable	SPARKLETTS WATER	122.05
Open	NBAZ - Warrant Clearing Account	Check	1073189	01/23/2019	Accounts Payable	ST JOHNS GLASS	399.27
Open	NBAZ - Warrant Clearing Account	Check	1073190	01/23/2019	Accounts Payable	ST JOHNS UNITED DRUG	12.49
Open	NBAZ - Warrant Clearing Account	Check	1073191	01/23/2019	Accounts Payable	STATE OF AZ BOARD OF TECHNICAL REGISTRATION	225.00
Open	NBAZ - Warrant Clearing Account	Check	1073192	01/23/2019	Accounts Payable	STRADLING, CHERYL	84.00
Open	NBAZ - Warrant Clearing Account	Check	1073193	01/23/2019	Accounts Payable	STRAND, RYAN S	120.00
Open	NBAZ - Warrant Clearing Account	Check	1073194	01/23/2019	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	1,012.00
Open	NBAZ - Warrant Clearing Account	Check	1073195	01/23/2019	Accounts Payable	SW ECOLOGY LLC	2,150.00
Open	NBAZ - Warrant Clearing Account	Check	1073196	01/23/2019	Accounts Payable	TATES AUTO CENTER OF GALLUP	88.98
Open	NBAZ - Warrant Clearing Account	Check	1073197	01/23/2019	Accounts Payable	THE GUIDANCE CENTER	4,550.00
Open	NBAZ - Warrant Clearing Account	Check	1073198	01/23/2019	Accounts Payable	THE LIBRARY STORE INC	61.07
Open	NBAZ - Warrant Clearing Account	Check	1073199	01/23/2019	Accounts Payable	THE UNIVERSITY OF ARIZONA	6,250.00
Open	NBAZ - Warrant Clearing Account	Check	1073200	01/23/2019	Accounts Payable	THOMAS, JEREL	72.00
Open	NBAZ - Warrant Clearing Account	Check	1073201	01/23/2019	Accounts Payable	THOMPSON, ALENA	400.00
Open	NBAZ - Warrant Clearing Account	Check	1073202	01/23/2019	Accounts Payable	THOMPSON, GREGORY LEE	150.00
Open	NBAZ - Warrant Clearing Account	Check	1073203	01/23/2019	Accounts Payable	THOMSON REUTERS WEST	1,969.41
Open	NBAZ - Warrant Clearing Account	Check	1073204	01/23/2019	Accounts Payable	TJP COMMUNICATIONS	1,000.86
Open	NBAZ - Warrant Clearing Account	Check	1073205	01/23/2019	Accounts Payable	TSOSIE, RAYMOND EMPLOYEE	36.55
Open	NBAZ - Warrant Clearing Account	Check	1073206	01/23/2019	Accounts Payable	UDALL, NOLAN	155.00
Open	NBAZ - Warrant Clearing Account	Check	1073207	01/23/2019	Accounts Payable	UNIFIRST CORPORATION	77.19
Open	NBAZ - Warrant Clearing Account	Check	1073208	01/23/2019	Accounts Payable	US CORRECTIONS LLC	1,053.00
Open	NBAZ - Warrant Clearing Account	Check	1073209	01/23/2019	Accounts Payable	VALLEY AUTO PARTS	1,383.68
Open	NBAZ - Warrant Clearing Account	Check	1073210	01/23/2019	Accounts Payable	VERIZON WIRELESS	548.04

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073211	01/23/2019	Accounts Payable	WALGREEN CO	1,787.37
Open	NBAZ - Warrant Clearing Account	Check	1073212	01/23/2019	Accounts Payable	WESTERN CONSTRUCTON COMPONENTS INC	10,000.00
Open	NBAZ - Warrant Clearing Account	Check	1073213	01/23/2019	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	93.45
Open	NBAZ - Warrant Clearing Account	Check	1073214	01/23/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	23.07
Open	NBAZ - Warrant Clearing Account	Check	1073215	01/23/2019	Accounts Payable	WOOD, ANTONIA	107.26
Open	NBAZ - Warrant Clearing Account	Check	1073216	01/23/2019	Accounts Payable	WOODLAND BUILDING CENTER	127.26
Open	NBAZ - Warrant Clearing Account	Check	1073217	01/23/2019	Accounts Payable	WORLD OF TRAVEL	2,337.65
Open	NBAZ - Warrant Clearing Account	Check	1073218	01/23/2019	Accounts Payable	WRIGHT EXPRESS FSC	1,605.43
Open	NBAZ - Warrant Clearing Account	Check	1073219	01/23/2019	Accounts Payable	YOUNGS FUTURE TIRE	756.40

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 1/22/19

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

Request approval of the minutes dated January 2, 2019 and January 15, 2019.

BOS Meeting Date Requested 2/5/19

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

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Approved by the BOS Oct. 20, 2015

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
January 2, 2019
St. Johns, Arizona

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

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

Brannon Eagar gave the invocation.

Barry Williams led the Pledge of Allegiance.

Chairman Shepherd called for the Health District Items.

Chris Sexton, Health Director, requested approval of STD Control Services IGA #CTR040478 beginning January 1, 2019 through December 31, 2023 in the amount of $6,036.00. MR. Sexton stated this grant was budgeted for in FY19. **Mr. Simshauser moved approval, seconded by Mr. Shepherd**. Vote was unanimous.

Chris Sexton, Health Director, requested approval of the Agreement for Clinical Practicum and/or Externship/Internship Education #4141 with Northern Arizona University. The purpose of the agreement is to establish a relationship between the university and the district to allow students from the university to participate in clinical practicum and/or externship programs approved by the university and conducted by the District. Mr. Sexton stated there is a county resident who is interested in doing an internship with the County**. Mr. Simshauser moved approval seconded by Mr. Shepherd**. Vote was unanimous.

Chris Sexton, Health Director, requested approval of IGA#16-097960 Healthy People Healthy Communities Amendment #4. Mr. Sexton stated this has been budgeted for in FY19. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Shirley called for the Library District items.

SueAn Stradling-Collins, Library Director, requested approval to accept State Grant-In-Aid in the amount of $25,000 and this is an ongoing grant from the Arizona State Library. Ms. Stradling-Collins stated the matching funds are met through regular expenditures. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

SueAn Stradling- Collins, Library Director, requested approval of the completed Strategic Plan for the Concho Public Library. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Devin Brown, Community Development Director, presented the item, following a public hearing, discussion and possible approval of proposed amendments to the Apache County Building Safety Ordinance, along with the fee schedule and valuation data used for building permits. **Mr. Shepherd moved to open the public hearing, seconded by Mr. Simshauser.** Vote was unanimous. Mr. Brown stated the Planning and Zoning Commission recommended approval of these changes on December 6, 2018 and the proposed changes are available in the backup material posted on the county website or in the Planning and Zoning Department. Mr. Brown stated the main change is to the building ordinance is adding rules for tiny houses, which relaxes some of the safety rules due to the size, they don't require the same safety needs as larger homes such as the ceiling height and exit doors in case of fire. Mr. Brown stated the other change is updating and clarifying the fee schedule; there were a couple areas that were confusing and the addition of a flat fee for the most common services such as for solar permits. There was no one wanting to address the board during the public hearing. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Simshauser.** Vote was unanimous to close the public hearing. **Mr. Shepherd moved to approve the proposed amendments to the ordinance and the fee schedule, seconded by Mr. Simshauser**. Vote was unanimous.

Mr. Patterson presented the Consent Items A-C and recommended approval**. Mr. Shepherd 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 December 4, 2018 and January 2, 2019. Demands are payments made, or to be made, by the County. Payee Amount US POSTMASTER 1,000.00 VALLEY AUTO PARTS 1,013.19 CONTINUANT INC 1,015.20 CZARNYSZKA, TROY D 1,015.76 ST JOHNS EMERGENCY SERVICES 1,021.03 OVERDRIVE INC 1,034.37 ERNIES FIRE EXTINGUISHER 1,060.00 SW ECOLOGY LLC 1,070.00 SPEEDY SALES AND SERVICE 1,106.00 VERIZON WIRELESS 1,123.14 PUBLIC AGENCY TRAINING COUNCIL INC 1,125.00 BOWMAN, GLORIA 1,128.77 NAVAJO TRIBAL UTILITY AUTHORITY 1,153.84 NATIONS GAS TECHNOLOGIES INC 1,170.24 FRONTIER 1,195.52 THE EMBLEM AUTHORITY 1,231.01 WRIGHT EXPRESS FSC 1,234.25 ASHTONS REPAIR INC 1,268.43 HEAP, KLINT 1,280.00 ULINE INC 1,288.49 CDW GOVERNMENT LLC 1,291.85 WOODLAND BUILDING CENTER 1,298.98 SANDERS UNIFIED SCHOOL DISTRICT 1,300.00 YOUNG, JOSEPH 1,304.18 AMERIGAS – GALLUP 1,316.86 KTNN RADIO STATION 1,327.12 FERRELLGAS 1,347.35 WAGNER EQUIPMENT CO 1,367.80 THOMSON REUTERS WEST 1,369.31 KISAANI CATERING SERVICE 1,378.00 ST JOHNS CITY 1,384.90 HIGH COUNTRY PROPANE 1,391.53 NEWMAN SIGNS INC 1,396.26 GOLEMBIESKI, DANIEL R 1,406.25 US CORRECTIONS LLC 1,435.50 GALL'S INC 1,440.53 BEST WESTERN –

CANYON DECHELLY MOTEL INC 1,463.96 BAUMAN HOME AND AUTO INC 1,485.76 KATHLEEN M MCGUIRE PSY D LLC 1,525.00 HUGHES SUPPLY INC (LAKESIDE) 1,530.06 EM HALE LAW 1,532.85 SW ECOLOGY LLC 1,550.00 COLONIAL LIFE AND ACCIDENT INS 1,569.03 COLONIAL LIFE AND ACCIDENT INS 1,569.03 BLUE HILLS ENVIRONMENTAL 1,573.74 SCHIFF, LAURENCE 1,600.00 SUPPORT PAYMENT CLEARINGHOUSE 1,606.39 SUPPORT PAYMENT CLEARINGHOUSE 1,606.39 JOHNSTONE SUPPLY 1,637.35 HIGH COUNTRY PROPANE 1,688.87 THE GUIDANCE CENTER 1,750.00 YAZZIE, SHERYLENE 1,750.00 PREMIUM PROPANE LLC 1,783.65 AZLGEBT 1,800.00 EMPIRE MACHINERY 1,813.23 LOWES COMPANIES INC 1,813.55 HATCH CONSTRUCTION 1,818.35 NATIONWIDE 1,822.69 WOODLAND BUILDING CENTER 1,825.46 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,826.96 FRONTIER 1,827.20 REDW LLC 1,830.00 NATIONWIDE 1,843.28 BILLS DISCOUNT AUTO PARTS (NAPA) 1,863.92 SCHNEIDER, JOSEPH J 1,867.50 PITNEY BOWES 1,881.33 HATCH CONSTRUCTION 1,960.16 NATIONAL BANK OF ARIZONA 0186 1,968.29 DRONE NERDS INC 2,066.97 QUILL CORP 2,078.40 AMAZON CAPITAL SERVICES INC (IT DEPT) 2,118.63 ROAD MACHINERY LLC 2,124.07 NAVAJO TRIBAL UTILITY AUTHORITY 2,269.18 RUSH TRUCK CENTER 2,291.48 OMNISOURCE UNITED INC 2,327.46 UNITED STATES MARSHALS SERVICE JPATS 2,336.00 BILLS DISCOUNT AUTO PARTS (NAPA) 2,397.44 HILLYARD/FLAGSTAFF 2,571.94 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 2,576.38 QUILL CORP 2,690.26 EORP LEGACY 2,723.78 EORP LEGACY 2,723.78 INGRAM LIBRARY SERVICES 2,782.89 DELL COMPUTER CORPORATION 2,804.28 NAVAJO TRIBAL UTILITY AUTHORITY 2,807.13 MCCOOK BOILER AND PUMP COMPANY 2,994.00 THE AARONS COMPANY LLC 3,000.00 ARIZONA STATE FORESTRY DIVISION 3,146.48 NAVAJO TRIBAL UTILITY AUTHORITY 3,185.18 QUILL CORP 3,230.01 NATIONWIDE TRUST FSB 3,260.51 CHANGEPOINT INTEGRATED HEALTH 3,300.00 NATIONWIDE TRUST FSB 3,332.79 APACHE COUNTY HSA 3,433.33 APACHE COUNTY HSA 3,433.33 RUSH TRUCK CENTER 3,462.17 ONEIL PRINTING INC 3,472.19 VALLEY AUTO PARTS 3,510.15 GALLUP INDEPENDENT 3,526.90 NAVOPACHE ELECTRIC COOPERATIVE 3,597.02 AMAZON CAPITAL SERVICES INC (IT DEPT) 3,623.00 COCONINO COUNTY 3,720.00 ELECTION SYSTEMS AND SOFTWARE 3,897.97 PITNEY BOWES 3,931.87 NATIONAL BANK OF ARIZONA 0085 4,014.02 NAVAJO TRIBAL UTILITY AUTHORITY 4,423.25 FRONTIER 4,540.40 INGRAM LIBRARY SERVICES 4,543.39 QUILL CORP 4,565.89 TATUM MECHANICAL 4,603.58 WRIGHT EXPRESS FSC 4,610.46 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,691.88 DIAMOND DRUGS INC 4,700.46 NATIONAL BANK OF ARIZONA 0085 4,708.57 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,731.07 HIGH COUNTRY SIGNS LLC 4,841.00 AZ DEPT OF REVENUE 4,967.29 YELTON AND ASSOCIATES 4,994.00 THOMSON REUTERS WEST 5,124.40 NAVAJO TIMES PUBLISHING COMPANY INC 5,595.21 HAMBLIN & ASSOCIATES LLC 5,700.00 ASRS LEGACY EORP 5,741.39 ASRS LEGACY EORP 5,741.39 MERRILL, DAYSON 6,005.26 NAVOPACHE ELECTRIC COOPERATIVE 6,389.39 DIAMONDBACK TRUCK COVERS 6,504.00 PINAL COUNTY ARIZONA 6,650.00 IINA' BA' INC 6,860.96 YAVAPAI COUNTY GOVERNMENT 7,750.00 SAUL'S CREEK ENGINEERING INC 7,920.00 BRADCO 8,127.86 GMCO CORPORATION 8,403.12 HAMBLIN LAW OFFICE PLC 8,500.00

LEGATE, PENROD & ASSOCIATES 8,500.00 BREWER LAW OFFICE PLLC 8,500.00 PATTERSON, DANA BRYCE 8,500.00 CORRECTIONS OFFICER RET PLAN 8,982.96 CORRECTIONS OFFICER RET PLAN 8,982.98 PIMA COUNTY MEDICAL 9,200.00 DATABANK IMX LLC 10,251.84 ALERTUS TECHNOLOGIES LLC 10,584.62 NAVOPACHE ELECTRIC COOPERATIVE 12,657.23 TRINITY SERVICES GROUP INC 13,574.83 SOUTHWEST BARRICADES 14,863.69 PUBLIC SAFETY PERSONNEL 401 16,184.62 PUBLIC SAFETY PERSONNEL 401 16,184.62 AZ STATE GOVERNMENT 16,310.40 TJP COMMUNICATIONS 18,005.59 PRO PETROLEUM 20,118.05 BRADCO 22,148.27 ADHS AZ HEALTH CARE COST 22,400.00 EVERBRIDGE INC 23,648.28 CS&S COMPUTER SYSTEMS 26,200.02 BRADCO 38,882.10 PUBLIC SAFETY SHERIFF RET 42,643.05 PUBLIC SAFETY SHERIFF RET 49,280.71 TYLER TECHNOLOGIES INC 86,535.02 AZ STATE RETIREMENT SYSTEM 105,808.32 AZ STATE RETIREMENT SYSTEM 106,916.47 APACHE COUNTY TAX WITHHOLDING 137,422.35 APACHE COUNTY TAX WITHHOLDING 141,187.37 CATERPILLAR FINANCIAL SERVICES CORPORATION 150,283.01 APACHE COUNTY MEDICAL 168,283.72 APACHE COUNTY MEDICAL170,219.08 NORTHLAND PIONEER COLLEGE 300,000.00 AZLGEBT 338,400.78 Specific details of the demands may be requested through the County public record request process. B. Request approval of the minutes dated December 4, 2018. C. Request approval of the job description for the Public Fiduciary and instruct the County Manager and the County Attorney's Office to fill the position. Vote was unanimous.

Dawn Yarosh, on behalf of the Treasurer's Office, requested approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total tax to be abated is $967.71; total interest to be abated is $756.68; total fees to be abated is $35.00 for a total of $1,759.41. Ms. Yarosh stated 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. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Barry Williams, School Superintendent requested approval of an Intergovernmental Agreement with Pinal County Superintendent of Schools for educational services rendered to juveniles from Apache County that are being held in the Pinal County Detention Center. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Barry Williams, School Superintendent requested approval to enter into an Intergovernmental Agreement between the Governor's Office of Youth, Faith and Family and the Apache County School Superintendent. Mr. Williams stated this will provide full funding for a contracted project manager to coordinate, and implementation of the Peer/Parent Substance Use Prevention Programing. Mr. Williams stated the grant will fund continuing with the Chinle, Ganado and Sanders schools. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Brannon Eagar, Chief Deputy Sheriff, requested approval of an amendment to the Drug, Gang and Violent Crime Control Grant #DC-19-001 previously approved on August 6, 2018. **Mr. Simshauser moved approval, seconded by Mr. Shepherd**. Vote was unanimous.

Brannon Eagar, Chief Deputy Sheriff, requested approval to award Bid #201902 for the purchase and installation of a new roof for the jail/sheriff's building to Quality 1st Roofing in the amount of $205,373.00, the low bidder. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Mr. Shepherd asked Chief Eagar to provide a breakdown of the other bids received. Chief Eagar provided an overview of the other bids. Supervisor Shepherd asked about utilizing the jail for DUI inmates to help offset the cost of the new roof. Chief Eagar stated he is currently working to get DUI prisoners from the Department of Corrections into the jail so he is working to bring in that additional funding. Chief Eagar stated the problem with contracting out is the transportation issue, but he is working to find a solution. Mr. Shepherd stated the sheriff's budget continues to go over each year in the red and the roof repair is coming out of contingency funds and he is wanting to know if there is a plan to be more fiduciary and not continue to go over budget each year. Chief Eager stated the sheriff's department has been over budget for several years and in the past they have not been able to budget for overtime and he is working with the county manager to implement some changes. Vote was unanimous.

Dale Hauser, on behalf of the Engineering Department, requested approval to lease/purchase one (1) Caterpillar 120M2 Motor grader for District III at a cost of $21,452.60 per year, for seven (7) years using National Intergovernmental Purchasing Agreement (NIPA) – City of Tucson contract. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Mr. Shepherd expressed his concern with the lease purchase balloon payments. A discussion and held regarding the balloon payments. Mr. Patterson stated in regard to balloon payments, it normally depends on the county's financial situation at the time of the lease and when looking at budgets over the next 3-4 years those leases can be adjusted, based on the proposed revenue and the desire of the Board members. Mr. Shepherd stated we need to make sure there is enough set aside to cover these balloon payments at the end of the lease term and also to look at these leases as to not put the fiduciary burden seven years down the road. Vote was unanimous.

Patrick Sandoval, on behalf of District I, requested approval of a professional services agreement with Clinton Jim to facilitate BIA clearance process for the Carrizo Quarry pit lease and the contract is not to exceed $6,000 per the contract budget. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Mr. Shepherd stated the BIA is quite simple and there are staff in District I & II that understands the BIA process instead of contracting out and if that was looked at in order to reserve some funding. Mr. Shirley stated there was a very difficult time getting this through the Nation's process, and now he is trying to get it expedited through the BIA and discovered there is a long list of issues to process the paperwork, sometimes taking between eight months to a year, so this is action to bring in an expert to try to get through the process as soon as possible. Vote was unanimous.

Malena Bazurto, on behalf of District III, requested approval to award Bid #201901 for the purchase of construction water in the Hunt Valley area. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Malena Bazurto, on behalf of District III, requested approval of a professional services agreement between District III and Veritas Research Consulting, LTD. **Mr. Simshauser moved approval, seconded by Mr. Shepherd**. Mr. Shepherd stated the contract indicates this is for

District III but there are several chapters north of I-40 and asked how this correlates with Mr. Greco's contract regarding the environmental portion of the contract. Mr. Shepherd also asked how Mr. Shamley will be working with the newly elected state representatives and senator regarding state issues. Ms. Bazurto stated this contract is specific to District III and the Mr. Shamley will be providing assistance and coordination in resource planning separate of what Mr. Greco is doing for the entire county. Ms. Bazurto stated Mr. Shamley will do some of the work that she previously did; researching and facilitating grants as directed by her and Mr. Simshauser and will also include research on legislative actions that are coming from the federal government and the state, but any interaction between state and federal officials would come through her and Mr. Simshauser. Mr. Shepherd stated he was not happy with the dealings he had with Mr. Shamley last year and was not happy how he was thrown under the bus, but this is for District III, so he wanted to make sure the county is all working together moving forward without any hinderance with the current contract with Mr. Greco. Ms. Bazurto stated she understood Mr. Shepherd's concerns and will make sure Mr. Shamley isn't interacting in certain roles with county departments. Vote was unanimous.

Malena Bazurto, on behalf District III, requested approval of the reorganization of District III Supervisor's Office as follows: elimination of part-time Administrative Coordinator (range 38), Economic Development Director (range 60), Hazardous Fuels Mitigation Manager (range 58), and Field Operations Manager (range 50), and create the following positions: Division Manager of Health, Safety and Environmental (range 55), Division Manager of Special Projects (range 58), and Division Manager of Technical Services (range 55) and the restructure does not affect the current budget. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Mr. Shepherd commended Mr. Simshauser for his reorganization; that last year he wanted to restructure and was disappointed on what happened and was asked to wait for the salary study to be done. Mr. Shepherd stated these brand new titles and job descriptions are high in range and felt there are some duplications, as with the environmental services since we have risk management and planners since it seems it takes in some of those jobs, but he isn't going to stand in the way of a supervisor that has great ideas and who is trying to realign and restructure his district; though the positions don't fit within his district he commends Mr. Simshauser for moving forward. Vote was unanimous.

Malena Bazurto, on behalf of District III, requested approval of grant contract #WFHF 18-202 (Wildland Fire Hazardous Fuels) between Arizona Department of Forestry & Fire Management and Apache County for hazardous fuels mitigation in the Vernon area. **Mr. Shepherd moved approval, seconded by Mr. Simshauser**. Vote was unanimous.

Stephanie McCarthy, on behalf of Human Resources, requested approval to adjust the salaries of the Justices of the Peace in accordance with A.R.S. §22-125. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson requested the appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee for 2019. **Mr. Simshauser moved to appoint Mr. Shepherd, seconded by Mr. Shirley**. Mr. Shepherd thanked the Board for the appointment. Vote was unanimous.

Mr. Patterson requested approval to solicit bids for publication services. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Patterson requested approval to create a Public Information Officer position. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

County Attorney Michael Whiting requested approval to appoint the Arizona Attorney General's Office to represent Apache County in case TX2018-000920, a tax case regarding centrally valued property of Transwestern Pipeline. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Joe Young, Chief Deputy County Attorney, presented the item following a possible executive session for legal advice pursuant to A.R.S. §38-431.03(3), discussion and possible action regarding payment of extra retirement benefits for FLSA exempt employees working overtime hours pursuant to third party agreements and consideration of potential litigation. Mr. Young stated the draft policy is based on input from Supervisor Simshauser that exemptions can be made by Board approval and given that modification, recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Patterson provided notice of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- Eastern Arizona Counties Organization meeting on January 16, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

- The County Supervisors Association Legislative Reception on January 16, 2019 at 5:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

- The County Supervisors Association meeting on January 17, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

During call to the public, Arvin Mitchell, Tribal Partnership Specialist for the Bureau of Census Addressed the Board and encouraged the Board to partner with the Navajo Nation on the upcoming 2020 census. Mr. Mitchell stated he is hoping the county will be able to assist with meeting/training sites and use of the county website for job postings.

Mr. Simshauser moved to adjourn, seconded by Mr. Shepherd. Vote was unanimous.

Approved this 5th day of February 2019.

_____
Dr. Joe Shirley, Jr.
Chairman of the Board

_____
Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
January 15, 2019
St. Johns, Arizona

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

Chairman Shirley called to order the Board of Supervisors meeting at 10:03 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Chairman Shirley presented the item following a possible executive session for legal advice pursuant to A.R.S. §38-431.03 (A)(3). There was no motion to go into executive session. Mr. Shepherd stated at this point he does not see a need for the executive session at this time but reserves the right to go into executive session later in the meeting. Sheriff Dedman stated if an executive session is held he and Chief Deputy Brannan Eagar would like to be included. Chairman Shirley presented the discussion regarding moving Emergency Management under the direction of the Board of Supervisors and stated the discussion may include, but not limited to personnel, budget, and grants associated with Emergency Management. Mr. Patterson stated at a previous meeting, the Board asked for some information and history regarding emergency management and this work session is to answer those questions.

The following individuals addressed the Board during the work session.

Apache County Sheriff Joseph Dedman
Apache County Chief Deputy Sheriff Brannan Eagar
Keri Pena, Apache County Health Department
Haley Nicoll, Apache County Emergency Management
Catrina Jenkins, Navajo County Emergency Management
Steve Erhart, Vice Mayor, Town of Eagar
Beverly Parks, Apache County (retired) citizen
Joseph Urrea, Tribal Liaison with the Arizona Department of Emergency and Military Affairs
Jason Kirk, Chairman of the Apache County Local Emergency Planning Committee
Tom Beddow, Forest Chief (retired)
Frank Adams, Fire Chief-Town of Eagar
Julius Elwood, Apache County District II
Cliff Snyder, Puerco Valley Fire Chief
Dave Niehuis, Vernon Fire Chief

Mr. Shepherd thanked everyone for the discussion and stated this will be an action item at the upcoming board meeting. Mr. Shepherd stated governments are formed to serve its constituents and he represents District II and he does not disagree with the proactive comments regarding the

positive relationship with Chief Deputy Eagar but the question is, do things need to change and he questions the current programs and how can it be made better. Mr. Shepherd stated Chief Eagar has done a great job but there is always opportunity for change, and he is glad to see the fire districts and towns represented here today. Mr. Shepherd stated his concern is if we are ready to serve all the constituents across Apache County; all the way to the State line at Utah and he is trying to overcome the barriers he is seeing. Mr. Shepherd stated the Nation is sovereign but that does not stop the county from being a partner and stakeholder and stated from when he has taken office, there has not been a good working relationship with emergency management, so this brings him to wonder are we really doing the best we can and what is missing. Mr. Shepherd stated he is hoping to one day all come together and be able to say we are here for all of Apache County. Mr. Shepherd stated there is no question Mr. Eagar has built good working relationships but with the state officials here, we need to put our minds together and overcome some of the issues facing the entire county; this is not about the person in the position, it is about the services that are provided to constituents and we need to be 100% prepared for the entire county.

Supervisor Simshauser stated he agrees with Mr. Shepherd; we need to be doing the right thing for the right reason, but one concern he has is with the timing; he is concerned that the interviewing and hiring of an emergency management director puts us right into fire season and does it make sense to put public health, emergency preparedness and emergency management into one big division and the question is what would be gained and what is wrong now and what would the cost be. Mr. Simshauser stated he still has not got all the answers he is wanting and appreciates Mr. Shepherd wanting this work session because there are many questions to be answered and this forum allows the Board to receive all the needed information and he appreciated all the opinions expressed by those in attendance today.

Mr. Shirley stated he appreciates Sheriff Dedman and Chief Eagar and their staff and all those individuals that came to express their opinion; he is a strong believer in working together and the opinions and perspectives shared today is helpful in decision making and thanked everyone for their input. Mr. Shirley stated since he has been a supervisor, he has not had any problems with emergency management and has had a good working relationship with the county and the nation when dealing with emergencies.

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

Approved this 5th day of February 2019.

_____
Dr. Joe Shirley, Jr.
Chairman od 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)
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: Pursuant to A.R.S. §§12-121 & 12-144, the Superior Court requests approval for the re-appointment of Judge Steve Williams, as part-time Superior Court Judge Pro Tempore – salary is paid from state grant funds; Judge C. Allan Perkins as a full-time Superior Court Pro Tempore – salary is paid from county funds. The appointment shall begin July 1, 2019 and end June 30, 2020.

***A certified copy of the minutes is requested and will be forwarded to the Arizona Supreme Court for approval of judges. ***

BOS Meeting Date Requested 02/05/2019

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

032408

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Honorable Assessor, Rodger Dahozy

Date/Signature: R. Dahozy 01-22-2019

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

Approve contract to secure consulting services with Judy Bender through June 30, 2019. Contract to be paid for out ~~of Contingency funds~~ of existing Assessor funds. Contract not to exceed $15,000. The consultant will provide training/coaching to ensure a smooth transition and assimilation of a new Chief Deputy in the Assessor's office. office 2/25/19

BOS Meeting Date Requested 02-05-2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature EMAIL

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

Stephanie McCarthy

From: Joe Young
Sent: Tuesday, January 22, 2019 4:07 PM
To: Stephanie McCarthy
Subject: RE: Assessor's Office Agenda Item Request

I am fine with the document from a legal standpoint.

From: Stephanie McCarthy [mailto:smccarthy@co.apache.az.us]
Sent: Tuesday, January 22, 2019 1:56 PM
To: Joe Young <JYoung@apachelaw.net>
Subject: Assessor's Office Agenda Item Request

Joe,

The Assessor's Office dropped this off and asked it be passed around for approval. Please review the attached agenda item request and contract to be considered at the February meeting. Please let me know if you need anything further. I will be forwarding this item to Finance for review as well.

Thanks,

Steph

From: donotreply@co.apache.az.us <donotreply@co.apache.az.us>
Sent: Tuesday, January 22, 2019 12:54 PM
To: Stephanie McCarthy <smccarthy@co.apache.az.us>
Subject: Message from KM_C454e

INDEPENDENT CONTRACTOR AGREEMENT
(Professional Services)

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

RECITALS:

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

2. Contractor is competent to provide these services on behalf of County.

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

SERVICES

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

I. Provide operations and resource management consulting services to the Assessor and Chief Deputy.

   a. Provide transitional coaching and training as needed to Chief Deputy and Assessor.

   b. Provide consulting services to manage the Assessment and Tax Roll Annual Calendar of Events.

   c. Coordinate and work with designated county personnel to implement legislative changes affecting the Assessor's office.

II. Provide consulting services to designated county personnel to complete the following statutory commitments as needed to ensure statutory compliance.

   a. Notice of Value – Valuation and Production Services

   b. Annual Levy Limit Calculations and Worksheets

      i. Coordinate and work with designated county personnel to publish the Abstract of Assessment and Levy Limit worksheets to all applicable recipients.

c. February Abstract of Assessment

i. Coordinate and work with designated county personnel to validate and balance the Abstract of Assessment.

ii. Coordinate and work with designated county personnel to publish the Abstract of Assessment to all applicable recipients.

d. System Setup Annual Reappraisal Cycles – All property types

III. Complete other agreed upon projects, duties and deliverables as assigned during the duration of the contract.

FINANCIAL

As full and complete compensation for the above-listed services to be provided by Contractor, County shall pay to Contractor a fixed rate fee of sixty dollars **($60.00)** per hour, not to exceed a total amount of $15,000 period ending June 30, 2019. In no event shall compensation to Contractor exceed $60 per hour or $1,500 per week unless previously approved in writing by the Board of Supervisors. This Agreement shall remain in full force and effect until June 30, 2019.

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

GENERAL REQUIREMENTS

1. General Requirements

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

2. Disputes

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

3. Termination of Contract

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

a. County may terminate this contract in whole or in part without cause effective thirty (30) days after hand delivery or mailing written notice of termination by certified mail, return receipt requested to Contractor.

1. In the event of termination as provided in this Section, Contractor shall stop all work as specified in the notice of termination.
2. Contractor shall be paid the contract price for all services already completed. Upon such termination, Contractor shall deliver to County a complete set of all documents, programs and other information created pursuant to this contract.

b. Contractor may terminate this contract at any time with thirty (30) days' notice in writing to County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.

c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.

d. Contractor agrees to return any unused materials, purchased under this contract, to County in case of contract termination.

4. Default

a. County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if County determines that Contractor has failed to perform any requirement.

b. Contractor shall continue the performance of this contract to the extent not terminated.

c. If this contract is terminated as provided herein, County, in addition to any other rights provided in this Section, may require Contractor to transfer title and deliver to County, in the manner and to the extent directed by County, such partially completed reports or other documentation as Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.

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

5. Independent Contractor

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

6. Non-Discrimination

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

7. Record Retention

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

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

8. Agency

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

9. Cancellation for Conflict of Interest

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

10. Assignment

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

Effective Date: _____, 2019

Expiration Date: _____, 2019

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

For and on behalf of County:

_____ Date _____
Alton Joe Shepard, Apache County
Chairman of the Board of Supervisors

Contractor:

_____ Date _____
Judith A. Bender

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

District 3

Date/Signature: 1/24/19

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

Request approval to submit a proposal to Arizona Commerce Authority's "FY19 Economic Strength Projects Grant" for repairs to Highway 191. The grant cannot exceed $500,000 with a 10% match requirement and submission deadline is March 6, 2019. A signature page, signed by the chairman, will be required upon submission.

//BOS Meeting Date Requested Februrary 2019

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

Study the economic and safety benefits along with the traffic impacts of utilizing the existing right-of-way for expansion, offering routine passing lanes, reducing fluctuations in grade and enhancing traffic flow for the benefit of tourism, economic development, movement of goods and services and public safety response along the 191 corridor.

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ARIZONA COMMERCE AUTHORITY	**REQUEST FOR PROPOSALS** **Solicitation Number: 2019-07**	Arizona Commerce Authority 100 North 7th Avenue Suite 400 Phoenix, Arizona 85007 (602) 845-1200

NOTICE OF REQUEST FOR PROPOSALS

Solicitation Number:	2019-07
Solicitation Type:	Request for Proposals ("RFP")
Solicitation Title:	FY2019 Economic Strength Projects Grant ("ESP")
Solicitation Release Date:	Thursday, January 10, 2019
Questions Due Date:	Wednesday, January 30, 2019
Questions & Answers Release Date:	Wednesday, February 6, 2019
Submission Due Date and Time:	Wednesday, March 6, 2019 (4:00 p.m. Arizona Time)
Award Notice:	Tuesday, April 30, 2019 (target)
Project Term:	Projects must be completed within 18-months from the effective date of the governing grant agreement.
Project Reporting Obligation Term:	Reporting is required from the effective date of the governing grant agreement through the date 36-months following project completion.
Available Funding:	$1,000,000
Solicitation Point of Contact:	Teri Orman ACA Grants & Procurement terio@azcommerce.com
ACA Authorized Representative:	Ken Burns, CFO/COO

Signature: DocuSigned by: Ken Burns DC219C562C5D4CA...

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1. FY19 ECONOMIC STRENGTH PROJECTS GRANT PROGRAM

Pursuant to A.R.S. §§ 28-7281 *et seq.* and 41-1505(E), the Arizona Commerce Authority, an agency of the State of Arizona (the "ACA"), and the Arizona Department of Transportation ("ADOT") hereby establish the Fiscal Year 2019 ("FY19") Economic Strength Projects Grant Program (the "ESP").

1.1. Grant Nature and Intent

The ESP is a competitive grant program designed to enhance the economic strength and competitiveness of Arizona rural communities by providing funding for highway projects that foster job growth. The ESP will reimburse specified costs of qualifying rural road and/or highway projects that are projected to accomplish one or more of the following: (i) significantly increase the number of new jobs, (ii) foster significant private capital investment and (iii) otherwise make a significant contribution to the regional economy, particularly in base industries.[1]

Administration of the ESP is shared between the ACA and ADOT. After initial screening by the ACA of eligible Projects and a recommended priority ranking of eligible Projects by the ACA's Rural Business Development Advisory Council ("RBDAC"), ADOT is charged with the final selection of approved Projects and with the contractual and financial administration of the Program. Further, see RFP Sections 3.1 and 4.1 and A.R.S. §§ 41-1505(E) and 28-7286(A).

1.2. Available Funding

Funding for the Program is allocated to ADOT though the Highway User Revenue Fund.

The total amount available for grants pursuant to the ESP is $1,000,000. The ACA and ADOT reserve the right to award less than $1,000,000 in ESP grants depending on, among other considerations, the number and quality of Project proposals ("Proposals") received. Unallocated Program funds may be available for use in future Economic Strength Grant Project funding rounds.

A single ESP grant award cannot exceed $500,000. There is no prescribed minimum ESP grant award. The ACA and ADOT may choose to make one or more ESP grant awards.

1.3. Eligible Applicants

Applicants eligible for the ESP are as follows:

- Arizona incorporated cities and towns with populations of *less than* 150,000 (based on U.S. Census Bureau 2010 population data) not contiguous with or situated within a Metro Area,[2]
- Arizona counties with populations of *less than* 750,000 (based on U.S. Census Bureau 2010 population data)
- Federally recognized Indian tribes situated in Arizona.

Incorporated cities and towns situated in Metro Areas, unincorporated communities (irrespective of location) and all other persons and entities not specifically identified herein as eligible Applicants are not eligible to apply for or receive grants under the Program.

A private, non-profit economic development organization may be identified as a "co-sponsor" on, and serve as a point of contact for, a Proposal submitted by an eligible Applicant. However, in any such case, only the eligible Applicant may receive an ESP award and enter into a grant agreement with ADOT (the "Agreement"). Documentation of support must be submitted with a co-sponsored Proposal. Private for-profit firms are not eligible Applicants.

An Applicant may seek funding for only one Project during the term of the Program. For this purpose, an otherwise eligible county Applicant is not precluded from seeking funding for a Project because one or more incorporated cities and towns (or Indian tribes) within such county is/are also seeking funding for a Project. Similarly, an otherwise eligible city, town or Indian tribe is not precluded from seeking funding for a Project because the county in which the city, town or Indian tribe is situated is also seeking funding for a Project.

An Applicant in receipt of an outstanding Economic Strength Project grant may not apply for ESP grant funding in FY19.

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[1] The term "base industry" refers to businesses that bring net new wealth into the Arizona community in which they operate by exporting products or services out of the State and, therefore, excludes retail, tourism, hospitality and entertainment-oriented businesses.

[2] For this purpose, the term "Metro Area" refers to a city and its contiguous and surrounding communities with a population of 750,000 or more.

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1.4. Eligible Projects

Projects that meet all of the following criteria are eligible for consideration of ESP grant funding:

A. Highway and Rural Road Projects

ESP grant funds are available for public highway or rural road projects in Arizona that are available for use by the public at all times.

A local jurisdiction is required to construct and maintain a Project if the Project is not part of the State highway system.

B. Demonstrated Private Investment

Projects must directly benefit a planned (i.e., non-speculative) private investment in the relevant community. Applicants must demonstrate that the planned private investment will occur directly because of the ESP grant award. Private investment entities must be established enterprises with operating histories of at least two (2) years.

Evidence of private investment can take the form of an executed letter of intent, lease agreement, or development agreement between the Applicant and the private investor/developer. Further, see RFP Section 2.4(E)

C. Demonstrated Economic Impact

Applicants must demonstrate how the Project will affect and advance the community's overall economic strategic course and general plan. Eligible Projects must directly assist a private business to (i) retain a significant number of jobs (ii) significant increase the number of jobs (iii) lead to significant capital investment and/or (iv) otherwise make a significant contribution to the local economy.

Evidence thereof must take the form of completion of a Proposal and all required documentation, including jobs, wage and capital investment projections.

Please note that after submittal of a Proposal, business substitutions are impermissible and any such substitution will cause the Proposal to be rejected. Please further note that if the business creating or retaining the jobs significantly changes or cancels its development plans after a grant is awarded, the grant is subject to revocation by either the ACA or ADOT.

1.5. Required Match Funding

Every Proposal requires evidence of a committed match of at least ten percent (10%) of the total reimbursement-eligible Project costs, as determined under RFP Section 1.6. Documentation of the committed source(s) and amount of the match, including, if applicable, both public sector funds and/or private sector funds, must be provided. If match funding requires obtaining a public entity's official approval or vote after the notice of grant award, the grantee must provide documentation of such approval within 90 days of the notice of award.

Grant funds obtained or available from other State-funded programs, including the ACA's Rural Economic Development Grant ("REDG"), cannot be used as matching funds.

1.6. Eligible Project Costs

A. Costs eligible for reimbursement include, but are not limited to, costs for construction or reconstruction of the following:

- Public highways
- Rural roadways
- Turn lanes
- Acceleration/deceleration lanes
- Utility placement within the public right of way that is component of the overall public highway or rural roadway construction Project
- Curb and gutter and/or other drainage construction associated with the overall public highway or rural roadway construction Project

B. Costs ineligible for reimbursement or use as a match include but are not limited to:

- Costs incurred prior to the 18-month project period such as proposal preparation
- Routine maintenance and rehabilitation

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- Landscaping
- Beautification
- Construction of areas not designated for vehicular traffic such as sidewalks
- Work performed on private property
- Signage for private companies
- Contingency fees
- Property purchases or easements
- Design and engineering
- Work done prior to the effective date of the executed Agreement
- Grant administration

1.7. Timeline

Applicants must be capable of executing the Agreement (the "Agreement") with ADOT within ninety (90) days of being approved by the State Transportation Board. Further, see RFP Section 4.2.

Costs incurred prior to the effective date of the executed Agreement cannot be reimbursed. Accordingly, Applicants should plan Project construction timelines carefully and be sure to include the amount of time needed for agreement review and governing body approval that is customary in the relevant jurisdiction.

Further, the first request for reimbursement of eligible Project costs must be submitted no later than eight (8) months after the effective date of the executed Agreement.

1.8. Other Eligibility Criteria

- The Project must be administered by and through an eligible Applicant
- Upon completion of the Project, the grantee must, as applicable, approve and accept the Project and provide maintenance thereto
- Construction of the ESP portion of the Project must be accomplished according to the procurement laws, rules and regulations set forth by ADOT in the Agreement.
- An otherwise eligible Applicant with an outstanding REDG grant is eligible for an ESP grant *provided that* the REDG grant funds (i) are committed to improvements separate and distinct from those contemplated for the ESP grant as described in the Applicant's Proposal and (ii) are not utilized as matching funds for the ESP grant.

1.9. Other Terms and Conditions of General Applicability

A. Changes to the Program

The ACA and ADOT reserve the right to terminate or modify the contents of the Program at their collective discretion.

B. Public Records

Because both the ACA and ADOT are subject to Arizona's public records laws (A.R.S. §§ 39-101 *et seq.*), information submitted to either agency may be subject to disclosure in response to public records requests. However, the public records laws provide exceptions for business information that, if released, would undermine the Applicant's competitive position and for proprietary or trademark (or copyright) protected information. The public records laws also permit the agencies to redact (block out) personal information before documents are released. The agencies will attempt to preserve the confidentiality of information to the extent permitted by law, but cannot guarantee that such information will not be disclosed, and is not responsible for the consequences of any such disclosure. Additionally, the agencies specifically hereby reserve the right to use the following information in their respective marketing materials, including without limitation in press releases: (i) the name and type of a project, (ii) the name of a grantee, (iii) the projected economic impact of a Project including without limitation the number of jobs to be created and the extent of capital investment contemplated, (iv) the uses of an ESP award, and (v) the amount or other terms of an ESP award.

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2. SPECIAL INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

Proposals must be prepared according to the following instructions. Applicants are strongly encouraged to carefully read the entire RFP.

In the event of any conflict between ACA's Uniform Instructions for Solicitations and this Special Instructions for Preparing and Submitting Responses Section or the Evaluation and Acceptance Section, those Sections shall prevail. ACA's Uniform Instructions for Solicitations can be found at: http://www.azcommerce.com/about-us/aca-policies.

2.1. Proposal Submissions

All proposals must be submitted by email (or online file share with email notification) to Teri Orman, terio@azcommerce.com, by the ACA by the Submission Due Date and Time listed on the Notice of Request for Proposals on the first page hereof. **Late Proposals will not be considered**.

2.2. Applicant Questions

In the event of questions regarding this RFP, **the only person to contact directly is Teri Orman**, via email only, at terio@azcommerce.com.

ACA answers to questions will be responded to the requesting individual as they are received. Questions must be submitted in writing by the Questions Due Date listed in the Notice of Request for Proposals on the first page hereof. All Applicant questions will be collected and answers will be released in writing to all Applicants that requested the RFP. The ACA reserves the right to modify any answers supplied before the final response is released at or after the Questions & Answers Release Date listed in the Notice of Request for Proposals on the first page hereof. Questions must include the following information:

- RFP 2019-07
- Applicant's name
- Applicant's detailed question
- Reference to the RFP section or page number related to the question (if applicable)

The ACA cannot respond to inquiries regarding the evaluation status of a response submission or the pendency of grant awards.

2.3. Format

Proposals must be prepared in the following format:

- MS Word or Adobe PDF file (if multiple files are submitted, they should be assigned a numerical order by file name)
- Conventional, non-cursive font, 10-12 pt.
- Single-spaced
- Letter-sized (8.5" x 11")
- One (1) inch margins
- Clearly marked sections (header or cover page)

Where page limits are specified, any information provided in excess of limit will not be considered as part of the Proposal and will not be evaluated.

2.4. Proposal Contents and Organization

Proposals must include the documents and sections described below. No other documents or sections will be considered. Failure to provide all the required documents and sections may result in rejection of a Proposal. The documents and sections must be provided in the order listed below.

A. Cover Letter (optional)

The cover letter is limited to one (1) page (single-spaced).

B. Grant Proposal Form (required)

The Grant Proposal Form set forth in RFP Section 6 must be completed and included within the Proposal.

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C. Project Narrative (required)

The Project Narrative section of a Proposal must not exceed eight (8) pages (single-spaced) and must include the sections described below in the order indicated. Applicants are strongly encouraged in their Proposals to be clear, concise and to the point.

1. Project Description and Timeline Improvements

Project Narratives must include a "Project Description and Timeline – Improvements" section which provides a detailed description of the Project including the following:

- The nature of the highway or roadway improvements
- The anticipated economic development benefit achieved by construction of such improvements
- The party or parties that will perform the construction or reconstruction (if known)
- The intended uses of the ESP funds in respect to the construction or reconstruction
- The specific information required under Section 1.4 (to the extent relevant)
- A timeline for completion of the improvements

The Project description should also describe the amount of the cash "match" contribution to be provided including the following:

- The timing of such match
- The intended use(s) of the match
- The identity of any sources other than the Applicant responsible for such match or portions thereof
- The nature of the commitment by the Applicant or other parties to deliver the match including whether such commitment is in writing and binding in all circumstances.

If a description of at least a ten percent (10%) cash match contribution is not reflected, the Proposal will be deemed incomplete and excluded from consideration.

NOTE: The cash match percentage is determined by the ratio of the actual cash match contribution to the *total* reimbursement-eligible costs.

This section must also explain the circumstances as to why, in the absence of ESP funding, the proposed Project would not proceed within the same time frame or would not otherwise be as effective in advancing the objectives of the Program, including a description of the efforts to obtain funding for the Project from other sources and the status thereof.

2. Project Description and Timeline – Development Matters (required)

Project Narratives must include a "Project Description and Timeline –Development Matters" section which must contain a detailed description of any and all development that is intended to be benefited by the proposed highway or roadway improvements, including, as applicable, a timeline for the Project.

This section should also identify, to the extent known:

- The business(es) or types of business(es) located, or that will locate, at or near the development(s) and will directly or indirectly benefit from the improvements
- Whether such business(es) exports or will export goods and hence whether any such business constitutes a base industry[3]
- The extent of the capital investment anticipated to be expended by each such business within one (1) year and within three (3) years of the completion of the improvements or the commencement of the business (as the case may be) which, if possible, should be certified by the owner of such business
- The number of jobs anticipated for retention or creation by each such business within one (1) year and within three (3) years of the completion of the improvements or the commencement of the business (as the case may be) including the estimated wages payable and the benefits to be provided which, if possible, should be certified by the owner of such business.

[3] As noted, "base industry" businesses exclude retail, tourism, hospitality and entertainment-oriented businesses.

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The Proposal must set forth anticipated capital investment and jobs creation (or retention) information in this section even if the Applicant is unable to identify specific businesses that will incur the investment and create the jobs. If the capital investment and job information are not supported by certifications by businesses intending to locate at the development(s) benefited by the improvements, the Applicant must indicate the basis for the investment and job investment projections.

In addressing the foregoing matters, Applicants should note the following general considerations: (i) an Applicant must furnish at least some information regarding the private sector job creation and capital investment that is projected to occur as a result of the improvements in order that that the Project can be evaluated and compared with other Proposals and the basis used to arrive at those projections; (ii) an Applicant is not required to obtain certifications from businesses regarding the amount of job creation and capital investment that each business projects, but such certifications can be helpful and (iii) as a general matter, the more information and the more detailed the information that is furnished by an Applicant regarding the private sector job creation and capital investment and that is projected to occur as a result of the improvements, the better.

Applicants seeking funding for Projects in which job *retention* is the principal motivation must provide written documentation demonstrating the potential loss of existing jobs as a result of the relevant employer's bona fide threat to leave the State.

3. Other Project Outcomes (optional)

Project Narratives must also include an "Other Project Outcomes" section which includes a description of any intended Project outcomes not described in other sections. The outcomes should be described in terms of how the Project will support or enhance private sector job creation (or retention) and capital investment.

D. Project Budget (required)

The Project Budget section must include a line-item budget for the Project and the proposed uses of both (i) the funds sought and (ii) the cash match committed to the Project by the Applicant or other parties. This section should identify all line items for which reimbursement is sought and also identify the source of funding for all pending Project costs that are ineligible for funding by the ESP and the nature of the commitments therefor.

A sample Project Budget is provided in RFP Section 5.

E. Documentation of Commitments (required)

In this section, Applicants should submit documentation reflecting statements of commitments for any of the following: (i) cash match funds, (ii) capital investment, (iii) job creation/retention and (iv) resolutions to approve and maintain the Project. For example: (a) if a private company is providing matching funds, the Applicant must provide a Letter of Commitment/Intent from the company attesting to its commitment and (b) if a government entity has passed a resolution to approve, accept, and maintain the Project, the Applicant should provide a copy of the resolution. This section should also include any evidence of private investment as referenced in RFP Section 1.4(B).

F. Aerial Image or Map of Site and Surrounding Area (required)

Proposals must include an aerial image or map of the site and surrounding area. Affected businesses and infrastructure must be clearly marked.

G. Letters of Support (optional)

Letters of support of the proposal may be submitted, up to a maximum of six (6) letters, each no longer than two (2) pages (single-spaced). The letters may be written by members of local business, community, and elected leadership, and attest to the merits of, and anticipated benefits provided by, the Project.

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3. EVALUATION OF PROPOSALS

3.1. Proposal Review Process

The ACA will conduct an initial eligibility screening of all submitted Proposals after which a list of eligible Proposals will be provided to the RBDAC for review and a recommended priority ranking based on applicable evaluation criteria. RBDAC's recommended priority ranking will then be transmitted to ADOT which will be responsible for the final selection of ESP grantees. See A.R.S. § 28-7286(A).

There is no guarantee of funding for Proposals that satisfy all eligibility standards.

The ACA may, at its discretion, waive informalities and minor irregularities in Proposals. However, Proposals that, in the ACA's judgment, contain material omissions of Proposal requirements set forth herein will be precluded from consideration for funding.

At any point during the review process, ACA staff may, at its discretion, communicate with an Applicant about the Applicant's Proposal. Such communications may include, but are not limited to, requests for clarification of information or additional information, or negotiations relating to any prospective terms of an ESP award.

3.2. Evaluation Criteria

Final recommendation and ranking of proposals for funding will be based on the following evaluation criteria:

- The cost of the Project;
- The number of jobs that the Project will cause to be created;
- The nature and amount of capital investment or other contribution to the economy of the State as a result of the Project;
- The likelihood that benefits resulting from the Project will exceed the costs of the Project;
- The amount and percentage of funding for the Project that will come from a source other than the Program;
- The amount of expenditures required for the Project;
- The magnitude of the Project and its relative value to the State as compared to other proposed Projects;
- The extent to which the Project would contribute to achieving an equitable distribution of monies and Projects among the various regions of the State and throughout the State as a whole; and
- The schedule for completion of the Project.

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4. AWARD ADMINISTRATION INFORMATION

4.1. Notice of Award

As noted, ADOT is responsible for the final decision regarding Projects selected for Program grants after receipt of the recommended priority ranking from the ACA. See RFP Sections 1.1 and 3.1 and A.R.S §§ 41-1505(E) and 28-7286(A). ADOT will formally communicate its decision regarding Projects selected for Program grants by transmitting to each relevant Project Proposal Applicant with a "Notice of Award" upon approval by the Arizona State Transportation Board.

4.2. Grant Agreement

The Agreement will be executed between ADOT and each recipient of a Notice of Award within 90-days of receipt of award notice from ADOT. An extension may be granted by ADOT for extenuating circumstances.

ADOT will draft and send the Agreement to the selected Applicant(s). The Agreement will specify the responsibilities of each party and the scope of work and the grant recipient must submit the Agreement to its jurisdiction's attorney for review prior to presentation to the governing body (such as the relevant City Council or Board of Supervisors). The governing body must take appropriate action to approve the Agreement. Evidence of approval, such as an ordinance or a resolution, as well as attorney review documentation must be returned to ADOT with the signed Agreement. ADOT will sign the Agreement at which time the Agreement will become effective.

Consistent with Section 1.6(B), ESP funds may be used only for reimbursement of costs for highway or roadway construction or reconstruction occurring *after* the Agreement is effective. Therefore, Applicants are encouraged not to procure, contract for, or otherwise incur costs prior to entering into the Agreement unless such costs will be paid independent of ESP funds.

Eligible costs must be incurred during the eighteen (18) month period following the effective date of the Agreement.

4.3. Progress/Annual Reports

For a period of eighteen (18) months from the effective date of the executed Agreement, each grantee of ESP funding (a "Grantee") is required to provide a quarterly activity report to ADOT that sets forth updates on performance measures outlined in the Grantee's Proposal. These reports are due to ADOT not later than twenty (20) calendar days after the close of each calendar quarter. The Grantee is required to use the forms provided by ADOT to submit these quarterly activity reports. The reports must contain all information as deemed necessary by ADOT. ADOT will track project outcomes relative to goals based on these activity reports.

The quarterly statements will contain, but are not limited to, the following items:

- An overall description of the status of the Project
- The construction progress made up to and including the current quarter, including costs expended to date on the Project
- A current timeline addressing the work remaining to complete the Project
- The name of the construction contractor and a copy of the pricing and signature pages of the contract, if not provided in previous statements
- A breakdown reflecting private sector development generated by the project to date, including information relating to job creation (including wage levels and healthcare benefits) and capital investment
- Any other benefits resulting from the project to date

For a period of 36-months after Project completion, an annual outcome report will also be required. This report will include but, not be limited to, information similar to that provided in the quarterly progress reports exclusive of construction matters and shall be reported to both ACA and ADOT.

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4.4. Site Visits

ADOT may conduct one or more site visits during or after Project construction. Grantees must provide site access to ADOT in any such case.

4.5. Financial Reimbursement

Grantees will be paid on a cost-reimbursement basis; i.e., ADOT will reimburse the Grantee for Project costs previously paid by the Grantee.

Reimbursement requests must be submitted by the Grantee to ADOT no more frequently than monthly and no less frequently than quarterly. Reimbursement requests are encouraged to be made in conjunction with quarterly reporting as described in Section 4.3. Requests must be made on forms provided by ADOT and must include all information and attachments required by such forms, including but not limited to copies of invoices paid and evidence of payment. Subcontractor invoices to the general contractor managing the Project may be required to demonstrate that reimbursement is being requested only for qualifying Project costs, as determined under Section 1.5.

As noted, the first request for reimbursement of eligible project costs must be submitted to ADOT no later than eight (8) months after the effective date of the Agreement.

4.6. Fiscal Responsibility

It is understood and agreed that the total amount of ESP funds identified in the Agreement will be used for the Project as outlined in the Grantee's Proposal. Therefore, should the Project not be completed, be only partially completed or be completed at a cost lower than the original Project Budget, the amount reimbursed to the Grantee will be only for the amount of approved funds actually spent by the Grantee. For any funds received under the executed Agreement for which expenditure is disallowed by an audit exception by the State, the Grantee is required to reimburse said funds to ADOT within (fifteen) 15 business days.

4.7. Grantee Compliance with Administration Requirements

Notwithstanding any other provision described herein, a Grantee's failure to (i) submit required reports when due, (ii) to provide access to ADOT for inspection of a Project site, or (iii) to perform any other material ESP obligation will result in withholding of payment under the Agreement or other sanction (including liability for repayment of ESP funds and/or restrictions on eligibility for future ESP funding) unless such failure is demonstrated to have arisen due to causes beyond the control and without the fault or negligence of the Grantee.

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5. SAMPLE BUDGET FOR PROPOSALS

Applicants are not required to submit their budgets in the format below. However, Proposal budgets must reflect each of the budget items identified in the sample budget below.

ESP Sample Budget

Applicant:

Costs	Budget
Eligible ESP Project Costs	
[list line items]	$[TBD]
Total Eligible ESP Project Costs	*$[TBD]*
Costs Ineligible for ESP Reimbursement	
[list line items]	$[TBD]
Total costs Ineligible for ESP Reimbursement	*$[TBD]*
Total Project Costs	**$[TBD]**

Funding	Budget
ESP Funds Requested for Cost Reimbursement	**$[TBD]**
Cash Match Contributions	
[list cash match sources]	$[TBD]
Total Cash Match Contributions	*$[TBD]*
Match Percentage of Total Eligible ESP Project Costs	*[TBD]%*
Other Funding for Costs ineligible for ESP Reimbursement	
[list other funding sources]	$[TBD]
	$[TBD]
Total Funding for Ineligible Costs	*$[TBD]*
Total Project Funding	**$[TBD]**

DocuSign Envelope ID: 0C98DD37-0C10-4329-865C-92288E29E153

6. ESP APPLICATION FORM

The ESP Application Form is provided in electronic format on the following page. Applicants are required to complete all fields, print, sign in ink, and include the original signed form with their Proposal submission.

Economic Strength Projects (ESP) Grant Application Form

Applicant Information	
Entity Name	
Entity Type	☐ Arizona incorporated city or town with population less than 150,000 and not contiguous with or situated within a Metro Area
	☐ Arizona county with a population less than 750,000
	☐ Federally recognized Indian tribe situated in Arizona
FEIN	
Mailing Address	
Website Address	
Proposal Contact: The contact person for clarifications and communications regarding the Proposal.	
Name	
Organization	
Title	
Mailing Address	
Phone Number	
Email Address	
Co-Sponsor: The person authorized to sign the Agreement and any amendments on behalf of the Applicant in the absence of the principal authorized signatory named above.	
Name	
Organization	
Title	
Mailing Address	
Phone Number	
Email Address	

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PROJECT INFORMATION	
Project Name	
Brief Description of Project	
Name(s) and NAICS Code(s) of Direct Private Beneficiary(ies)	
Name(s) and NAICS Code(s) of Indirect Private Beneficiary(ies)	

Project Budget	
Total Reimbursement-Eligible Project Costs	
Total Reimbursement-Ineligible Project Costs	
Total Project Costs	
Amount of ESP Funds Requested	
Total Cash Match Contributions for Eligible Costs	
Match Percent of Total Reimbursement-Eligible Costs	
Total Funding for Reimbursement-Ineligible Costs	
Total Project Funding	

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Projected Project Outcomes (within 36 months after Project completion)	
Number of New Jobs	
Average Wages	
New Payroll	
Percentage of Employer-Provided Healthcare Costs	
Capital Investment	

AFFIRMATION

As the authorized representative of the applicant, I certify under penalty of perjury that the information contained herein and attached hereto is true and correct according to best of my knowledge and belief after a reasonable investigation of the facts.

Authorized Representative	
Signature	
Printed Name	
Title	
Date	
Co-sponsor (if applicable)	
Signature	
Printed Name	
Title	
Date	

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 1/28/19

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

PERMISSION TO LEASE/PURCHASE TWO (2) SEMI TRUCK TRACTORS FROM RUSH PETERBILT. COST OF $30,800.94 PER YEAR PER UNIT (TOTAL COST $61,601.88 PER YEAR) FOR FIVE (5) YEARS UNDER HGACBuy CONTRACT # HT06-18.

PRE-AGENDA ITEM REVIEW

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

Legal Review:_____

_____Signature:_____

Finance Review:_____

_____Signature: Dave Lam

Human Resources Review:_____

_____Signature:_____

Other Review:_____

_____Signature:_____

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

---

www.rushtruckcenters.com

Rush Truck Centers of Phoenix
9600 W. Roosevelt Street
Tolleson, AZ 85353

VIA ELECTRONIC MAIL

January 18, 2019

Apache County
Purchasing Department
P.O. Box 428
St. Johns, AZ 85936

RE: Lease Purchase Financing

Dear Purchasing Department:

Rush Truck Centers of Phoenix is pleased to submit the following proposal for your review and acceptance. Our proposed terms are as follows:

Company Overview: Rush Truck Centers owns and operates the largest network of commercial vehicle dealerships in the United States. We have the knowledge, flexibility and financial strength that is unmatched in the industry.

Our public finance team of professionals has a thorough understanding of the municipal market to ensure transactions are completed quickly, efficiently and cost effectively.

Structure:	Municipal Lease/Purchase Agreement ("Lease")
Borrower:	Apache County, AZ ("County")
Lender:	Rush Truck Centers of Phoenix ("Rush")
Financed Amount:	$137,545.08
Equipment:	(1) 2019 Peterbilt 389 Truck @ $137,545.08 each
Closing Date:	February 1, 2019 *Proceeds from this financing will be deposited into escrow and will be disbursed upon final delivered and accepted of the County's truck.*
Interest Rate:	3.89% • 5 Annual Payments @ $30,800.94 • 60 Monthly Payments @ $ 2,526.28 (Interest rates are valid for 30 days)

Credit Review: Upon award by the County, Rush will complete the credit approval process after receiving a complete credit package which consists of the last (2) years audited financial statements, most recent approved budget and an executed Lease Application from the County.

Fees/Closing Costs: None other than those listed herein, however the County will be responsible for any fees or expenses with respect to its (i) legal counsel, if any and (ii) registration and title fees. Rush is willing to finance any expenses related to closing the transaction.

This proposal is subject to final credit approval and final documentation. Please feel free to call me at 602-422-8116 with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,

K. Murphy

Kenn Murphy
Regional Finance Manager

9600 W. Roosevelt Street ▪ Tolleson ▪ AZ ▪ 85353
(602) 422-8116 **(602) 422-8175 Fax**

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature: 1/31/19 Dan Ferrin

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

Discussion and possible action to extend the limestone contract with Salt River Project through April 30, 2019.

BOS Meeting Date Requested 2/5/19

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

CONTRACT AMENDMENT

This CONTRACT AMENDMENT ("Amendment") is entered into by and between Salt River Project ("SRP") and Apache County ("County") (collectively, the "Parties"), to extend the Limestone ¾ Minus Purchase Contract identified in the Parties' 04/27/2013 Agreement as revised on 4/30/2014 (the "Agreement").

By its terms, the Agreement expires on 2/28/21019. The Parties hereby agree to amend the Agreement, extending the Agreement until April 30, 2019. All other terms of the Agreement, including purchase price, quantity, and delivery shall remain unchanged.

This Amendment may be executed in counterpart copies. Once the signatures of all the undersigned parties are affixed to this Amendment, it shall be binding and effective as though all parties had executed the same original document.

FOR AND ON BEHALF OF SRP	FOR AND ON BEHALF OF APACHE COUNTY
_____	_____
Manager	RYAN PATTERSON COUNTY MANAGER
DATE:_____	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: 1/22/19

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 an Intergovernmental Agreement with Northland Pioneer College to provide educational programs and services in Apache County.

BOS Meeting Date Requested 2/5/19

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

Beth Bond

From: Joe Young
Sent: Thursday, January 24, 2019 3:24 PM
To: Beth Bond
Subject: RE: IGA

I am fine with the legality of the contract.

From: Beth Bond [mailto:bbond@co.apache.az.us]
Sent: Thursday, January 24, 2019 11:25 AM
To: Joe Young
Subject: FW: IGA

Hi Joe, Nicole forwarded me the IGA. Please review and let me know if it is ok.
Thanks

Beth Bond
Assistant Clerk of the Board
928-337-7502

From: Ulibarri, Nicole M. <nicole.ulibarri@npc.edu>
Sent: Thursday, January 24, 2019 11:09 AM
To: Beth Bond <bbond@co.apache.az.us>
Subject: FW: IGA

Hi Beth
Attached is a copy of the signed IGA. Please let me know if there are any questions. I will bring you an original as soon as it gets to me. Thank you for your help.

Nicole Ulibarri
Apache County Coordinator
Northland Pioneer College
PO BOX 3150
St. Johns, AZ 85936
(928)524-7637 Phone
(928)524-7622 Fax

From: NPC St. John's Office [mailto:JPSTJFOMFP@npc.edu]
Sent: Thursday, January 24, 2019 9:29 AM
Subject: IGA

INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This Agreement is entered into on the _____ day of _____, 2019 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County ("County")
2. Navajo County Community College District, doing business as Northland Pioneer College ("District").

Authority to carry on the activities included in this Agreement is found in the Arizona revised Statues as follows:

AGENCY	STATUTES
County	A.R.S. §15-1470 and A.R.S. § 11-201
District	A.R.S. §15-1470

The purpose of this Agreement is to provide community college programs and services, in Apache County. District programs and services are defined by the NPC Strategic Plan, the District budget and the District's instructional and student services staffing capacity. This Agreement is authority for District to provide educational programs and services in Apache County through the strategic plan of the Apache County Higher Education Committee.

WHEREFORE, the parties agree:

I. The Title of this Agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.

II. This Agreement shall become effective on January 1, 2019. This Agreement shall continue to be binding upon all parties until June 30, 2021 unless terminated as provided in paragraphs XII and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof.

III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee's responsibilities are inclusive of the duties referenced below.

IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue, which include tuition, fees, contractual fees, operating state aid, capital state aid, federal aid, grants that include Apache County services, and net NAVIT funding in addition to the fees provided pursuant to this Agreement, to make the District whole for costs incurred as a result of providing services to Apache County. Expenditures by the District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational

programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs to be assessed on an enrollment ratio basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment. Attachment A summarizes the specific services District provides to County by department for Indirect Expenses designation. Attachment A is not intended to be exhaustive but describes the level of work appropriate in the Indirect Expense category. Attachment B is an overview of the data reporting that District will provide the Apache County Higher Education Committee; the attachment indicates types of data that will be reported on or before September 1st of each year with a joint meeting no later than September 15th.

A. IGA Funds: The County will pay to District for the provision of programs and services $600,000.00 each fiscal year, to be paid in two installments; the first payment of $300,000.00 is due May 30th and the balance of $300,000 due November 30th.

B. IGA Supplemental Funds: Includes the compensation of the NPC/Apache County Coordinator and for the purchase of equipment, hardware and software which will be owned by the County but will be used, operated and maintained by the District pursuant to this Agreement in order to provide educational programs and services. The purchase of equipment, hardware and software are to be approved by the Apache County Higher Education Committee. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District using the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to be connected through local area networks, wide area networks, or the internet to the District's resources must meet specifications of the District and must be connected to District communication systems to receive maintenance services. The IGA Supplemental Fund monies will be managed by an appointed NPC/Apache County Coordinator through the recommendation of the Apache County Higher Education Committee, and the approval of the County. Some portion of the supplemental funds may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.

C. At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this Agreement. The District will manage department and location budgets to stay within yearly budget limits. By February 15th of each year, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. At that time, or at any time, if estimated costs are forecasted to exceed the agreed upon IGA contribution by 5%, a planning meeting between the District and the County will be held to review the estimated overage and adjust services as needed. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the Agreement so that, as appropriate, the County will be credited for any overpayment under the Agreement or the District will be paid for any shortfall in reimbursement for costs.

V. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include

courses that will allow a student to complete the offered program certificate in a two year cycle. While District will make every effort to provide a two-year cycle of AGEC courses, student enrollment may affect each semester schedule of the academic year.

VI. If this Agreement is terminated without approval of a subsequent equivalent Agreement within 180 days, property leased solely for the purposes of this Agreement shall be disposed of by not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.

VII. Additional programs and services may be requested by the County in consultation with the District and after a cost estimate and feasibility analysis has been provided by the District to the County, which cost estimate and feasibility analysis will be provided to the County within 90 days of the County request in writing. The addition or deletion of programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between County and District originating during needs assessment. Educational programs and services in Apache County will be consistent with appropriate governing statutes and regulations and will not jeopardize the accreditation status of the District with the Higher Learning Commission. Timelines for implementing programs and services changes will be based on the budget calendar of the District.

VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470(F).

IX. The District will design non-credit courses and training with the goal of the programs becoming self-funding, however, the District and the County recognize the achievement of this goal may not be reached in a given fiscal year or Agreement period. The net cost of providing non-credit courses and training provided in Apache County through the NPC Community & Corporate Learning (CCL) Coordinator and the NPC Community Education Coordinator will be accounted for through a separate category for these programs. The Apache County Coordinator will be kept informed of all proposed and delivered business and industry training programs in Apache County by the NPC CCL Coordinator and the Apache County Coordinator will forward all requests for training to the NPC CCL Coordinator. The NPC CCL Coordinator and the Apache County Coordinator will annually prepare a written summary of business and industry training delivered in Apache County and present the summary to the Higher Education Committee and NPC administration.

X. Unless specifically agreed to by the County, the District agrees that all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County will be constituted of a majority representation from Apache County, which may include; one or more members of the Apache County Higher Education Committee, the NPC/Apache County Coordinator and/or an Apache County Center Manager. An exception will be made when hiring full time faculty where content experts are required.

XI. Minimum class sizes shall be determined by the Apache County Higher Education Committee so as to allow autonomy by the Committee in determining when an important class should be offered despite a potentially smaller class size. The Apache County Coordinator in conjunction with the NPC Vice President of Learning may cancel classes due to low enrollment.

XII. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.

XIII. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.

XIV. Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims arising from the negligence of the other party or its agents or employees arising under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of $1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party's maximum insured liability.

XV. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator; however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.

XVI. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

For the District:

Mark Vest, President
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective Party's notification of information.

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

Apache County, Arizona	Navajo County Community College District
By: _____	By: _____
Alton Shepard, Chairman Apache County Board of Supervisors	Mark Vest, President Northland Pioneer College

APPROVED: This Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

By: _____	By: _____
Attorney for the County	Attorney for the District
Date: _____	Date: 1/17/19

ATTEST:

By: _____	By: _____
Ryan Patterson Clerk, Board of Supervisors	Recording Secretary to Navajo County Community College District Governing Board
Date: _____	Date: 01-22-2019

Attachment A

Indirect services provided to Apache County students

Department #	Department Name	Services
3500	Library/Audio Visual	Provides a range of academic research resources and services. Resources includes books, eBooks, videos, print and online journals and newspapers, and access to computers and the Internet. Services include general reference and research assistance, information literacy instruction, circulation and account assistance, inter-campus and interlibrary loans and academic test proctoring, as well as copying, printing, and fax services. Direct supervision of center Library Media Technicians. Manage Library Department operations and proctored academic testing services. Responsible for ordering and procuring capital assets and supplies and originating purchase requisitions. Perform negotiation of vendor contracts, website maintenance, collection development/maintenance, maintenance of the College Archives (print and online), cataloging and processing, materials. Create/evaluate survey instruments. Provide training and create/manage training resources. Provide direct library services including information literacy instruction, reference/research, circulation, and computer assistance, interlibrary loan, printing, faxing, copying and proctoring of academic tests.
4020	Recruitment & HS Programs	Provide training and updates to high school staff, coordinate scheduling and enrollment processes with NPC deans, dual enrollment and NAVIT high school contacts; coordinate with NAVIT administration; provide placement testing services to local high schools; coordinate orientation and registration process for dual enrollment and NAVIT. Provide recruitment and program information to area high school students; participate in local recruitment fairs and programs; manage scholarships processes; identify and communicate with prospective students.
4025	Career Services	Coordination of career and job fairs with local employers, recruitment of local employers for job placement services, interview and resume building services, alumni program development, mentoring program development, coordination of internship activities with faculty, development of leadership and job skill seminars.
4150	Financial Assistance	Financial Aid Office provides services to all district wide locations to students, high school counselors and NPC Academic Advisors/staff. Services include assist potential students through the financial aid application process, determine eligibility and award eligible students, monitor and report to federal, state and local agencies. Provide a range of

		federal, state institutional scholarships, student employment and private financial aid assistance to students to meet their cost associated with a college education.
4190	Registrar's Office	Processing of course forms for scheduling, review of degree audits for graduation, review of transfer credit, creation and processing of official transcripts and enrollment documents, service for veterans, online and telephone registration, retention and review of official student records, training of center staff of registration processes.
5010	District Governing Board	Governance and policy matters. Oversite of financial and personnel issues.
5030	Office of the President	District Governing Board communication, meetings and records; HLC accreditation; Shared governance; Strategic Planning; Community Outreach; All-college Forums and video meetings; Annual Reports, Lobbying; management of external college relationships; college committee meetings; supervision of execution staff and SBDC. Assure compliance with all state and federal statutes and requirements.
5045	AVP, Chief Business Officer	Direct supervision of Center Managers and staff, Business Office, Operations and Maintenance, Small Business Development and all services connected to those departments. Oversight of all business and operational aspects of the institution including revenue and expenditure planning, budget development, risk management, financial reporting, state funding and operational concerns, contracts, purchasing. Liaison activities with Apache County Coordinator, legal counsel, district emergency management director.
5070	Information Services	Provide strategy, planning, project, and budget management for major information technology initiatives; Administer technical infrastructure units including Network Services, Technical Services, Administrative Systems Support; Manage data integration between systems; Manage the security of information; Perform auditing and monitoring of the security of the college's IT infrastructure; Provide support for the college's Enterprise Resource Planning/Student Information System, related databases, and reporting tools; Manage college data center; Maintain college-wide voice and data networks (wired and wireless, local area networks and wide area network); Provide internet access and security; Provide storage and processing capability for college applications; Maintain server infrastructure; Provide front–line support for software installation, maintenance, and repair of technology; Operate a help desk (Support Center) to accommodate student, faculty, and staff technology support needs; Manage the lifecycle replacement of all technology equipment and software; Support and monitor distance learning infrastructure.
5080	VP for Learning /Student Services	Direct supervision of academic deans and student services areas; administration of student code of conduct and student

		grievance processes, Community Outreach, direction of Instructional Council and strategic planning processes, student meetings, management of college scheduling and marketing efforts, coordination of college/NAVIT student activities, college orientation process oversight, graduation and completion ceremonies, oversight of all student services activities.
5100	Business Office	Responsible for accounting functions of the college including student billing, accounts payable, grant accounting and cash management, purchasing, bookstore, and printing & duplicating.
5110	Payroll	Process and distribute payroll for a; full-time staff, adjunct faculty, and temporary employees.
5200	Human Resources	Administer benefits for all full-time staff, adjunct faculty, and temporary employees. Provide hiring services and assistance for all open positions, including job posting, screening, interviewing, salary recommendations, contract preparation, benefits enrollment, etc. Provide other human resource services; i.e. employee relations, tracking, reporting, support, coaching, training, etc.
5350	General Institution	Property a liability insurance, legal review and resources, postage for institutional activities, tuition and fee waivers.
5550	Purchasing	Responsible for purchasing supplies, equipment and services for the entire college. Responsible for tracking new and existing capital assets including issuing asset tags and managing inventory.
5700	Printing and Duplicating	District-wide center for document handling services such as copying, scanning, laminating, binding, and printing of college materials.
5850	Institutional Effectiveness	Federal and State required reporting, ad hoc data requests. Research and survey support.
5920	Marketing & Public Relations	Production and mailing of class schedules and registration postcards. Production and supervision of www.npc.edu Production of press releases, radio, TV and newspaper ads for NPC programs and locations. Production and printing of program brochures, booklets and catalogs. Management of social media sites, email marketing, texting and student awards and spotlights.
6100	Operations and Maintenance	Supervision, scheduling, and training of maintenance staff. Oversight of facility and equipment issues.

Attachment B

Proposed Data Tables and Delivery Schedule for Apache County

Table 1.
Enrollment in Apache County by Course and Term (3 Years)

Term	Delivery Mode	Course Number	Course Name	Number of AC Students Enrolled at Census Date

Table 2.
Students from Apache County Zip Codes Enrolling in Navajo County Courses, by Term (3 Years)

Term	Zip Code	Course Number	Course Name	Number of AC Students Enrolled at Census Date

Table 3.
Demographic Characteristics of Apache County Students

Term	Ratio of Male to Female Students	Ethnic Proportions	Age Distribution of AC Students

Table 4.
Completion - Associate Degree Data (3 Years)

Term	Zip Code	Degree Type	Number of AC Students in Progress	Number of AC Students Completing

Table 5.
Completion - Certificate Data (3 Years)

Term	Zip Code	Certificate Type	Number of AC Students in Progress	Number of AC Students Completing

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 1/22/19

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

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03, discussion and possible approval to move Emergency Management under the direction of the Board of Supervisors.

BOS Meeting Date Requested 2/5/19

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 Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Attorney

Date/Signature: 1/24/2019

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

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) and to discuss settlement negotiations for pending or contemplated litigation pursuant to A.R.S. 38-431.03(A)(4), discussion and possible action related to the Notice of Claim received from Brannon Eagar related to PSPRS Retirement benefits.

BOS Meeting Date Requested 2/5/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

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

Approved by the BOS Oct. 20, 2015

Beth Bond

From: Joe Young
Sent: Monday, January 28, 2019 4:16 PM
To: Beth Bond
Cc: Stephanie McCarthy
Subject: Agenda Item

Beth, could you include the following along with the actual notice of claim for the next board meeting:

- Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) and to discuss settlement negotiations for pending or contemplated litigation pursuant to A.R.S. 38-431.03(A)(4), discussion and possible action related to the Notice of Claim received from Brannon Eagar related to PSPRS Retirement benefits.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Attorney

Date/Signature: 1/29/2019

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

Pursuant to the "Notice of Claim" received from Jocelyn Baca and her Minor Child, E.B.; against Apache County Sheriff, Joseph Dedman, Jr.; and Destiny Kirk, RN, Apache County Jail Nurse; an executive session is requested for legal advice pursuant to A.R.S. 38-431.03(A)(3) and to discuss settlement matters and legal options, including the county and jail district's financial status, for pending litigation pursuant to A.R.S. 38-431.03(A)(4).

BOS Meeting Date Requested 2/5/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

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

Approved by the BOS Oct. 20, 2015

Joy Bertrand, Esq., L.L.C.

January 24, 2019

JAN 28 2019

To: County manager RE:

Joseph Dedman, Jr., Apache County Sheriff
Destiny Kirk, RN, Apache County Jail Nurse
Rebecca Harris, Apache County Sheriff's Office
Raymond Rhodes, Apache County Sheriff's Office
370 S Washington St,
St Johns, AZ 85936

Via hand-delivery

RE: Jocelyn Baca and E.B, a minor child, Notice of Claim

Dear Sir or Madam:

By this letter, Ms. Baca and her son, E.B. a minor child, hereby submit their notice of claim for incidents that occurred during Ms. Baca's pregnancy, delivery, and post-partum recovery on or about August 2, 2018 and August 3, 2018 and through on or about November 30, 2018.

UNDERLYING FACTS

Ms. Baca was a pre-trial inmate at the Apache County Jail from approximately February 2018 through November 2018. When she was booked into the jail, she was in the first trimester of her pregnancy with E.B.

When Ms. Baca was transported to a doctor for pre-natal check-ups, male officers would stand in the exam room during the exam.

In mid-July 2018, Ms. Baca began spotting. To that symptom, jail medical staff responded that she was "just dehydrated."

P.O. Box 2734 Scottsdale, Arizona 85252-2734
office – 602-374-5321 fax -- 480-361-4694
email – joy@joybertrandlaw.com www.joybertrandlaw.com

Around that same time, Ms. Baca began leaking breast milk. The jail staff told her that they would arrange for her to see a doctor. She did not see a doctor until after she gave birth to her son.

On or about August 1, 2018, Ms. Baca went into labor. She was only thirty weeks along in her pregnancy. That day, Ms. Baca also told Nurse Kirk that she had woken up that morning with a lot of vaginal discharge. Ms. Baca also told Nurse Kirk that she felt pressure, like she had to go to the bathroom all the time. Initially, Nurse Kirk timed Ms. Baca's contractions, but she stopped doing it. Nurse Kirk, insisted that Ms. Baca was only dehydrated.

For several hours, Nurse Kirk ignored Ms. Baca's increasing pain and requests to be taken to the hospital. At one point, Nurse Kirk even said to Ms. Baca, "If you think you're in pain now, wait until you go into labor."

As Ms. Baca's contractions intensified, Nurse Kirk insisted that Ms. Baca could not be in labor, because it was "too soon." Instead of having Ms. Baca transported to a hospital, Nurse Kirk insisted on putting Ms. Baca on IV fluids for about an hour. After approximately an hour on an IV, Ms. Baca told her that dehydration was not the problem. In fact, the IV felt like it made things worse.

Nurse Kirk responded, "Well that's all we can do." Nurse Kirk then forced Ms. Baca to sign a form stating that she refused treatment. Ms. Baca never refused treatment. Nurse Kirk then had Ms. Baca moved to a holding cell. Ms. Baca was left on a mat, sobbing. After about five minutes, Ms. Baca rang the bell for assistance. Corrections Officer Harris appeared and stated, "You refused medical attention. There's nothing we can do."

While Ms. Baca labored, Nurse Kirk ordered dinner delivered for herself and other jail staff. Male jail guards came in and out of the cell bathroom, as Ms. Baca sat on the toilet, rocking in pain.

Finally, Ms. Baca screamed for help from the bathroom. Jail staff found her on the floor, writhing in pain. E.B. had entered the vaginal canal and could have been born at any moment. Nurse Kirk stated to coworkers, "I was about to go for chips and salsa," complaining that she could not leave while Ms. Baca was in labor.

Nurse Kirk asked Deputy Rhodes to transport Ms. Baca in a Sheriff's Office squad to the Show Low Medical Center. Nurse Kirk did not ride in the squad, choosing, instead, to follow in her own vehicle behind the deputy.

Deputy Rhodes handcuffed Ms. Baca in front, at the wrists, using metal cuffs, before placing her in the squad car. As he drove her to the hospital, he told Ms. Baca to "cross her legs" and "hold it [the baby] in."

The handcuffs placed on Ms. Baca while she was in labor prevented her from helping E.B., as he began to crown. Ms. Baca gave birth to E.B. in the back of the squad, but could not catch his head. E.B. fell to the floor.

The deputy pulled over on the side of the road, with Nurse Kirk pulling up behind him. E.B. was not breathing. Nurse Kirk refused to assist with clearing E.B.'s airway. Instead, she forced Ms. Baca to suck on E.B.'s mouth to clear whatever was obstructing his breathing.

An ambulance arrived at the scene and transported Ms. Baca and E.B. to the hospital. During the ambulance transport, Deputy Rhodes handcuffed Ms. Baca to the ambulance gurney.

E.B. was then airlifted to the St. Joseph's Hospital Neonatal Unit in Phoenix, Arizona, where he was diagnosed with a stage 4 brain bleed. E.B. was hospitalized for nearly two months. Doctors predict that E.B. will have a lifetime of developmental delays, the extent of which are to be determined. They range from cerebral palsy to language deficits. The consensus is, however, that E.B. has permanent brain damage.

While Ms. Baca was recovering from giving birth, another Apache County sheriff's deputy placed a restraint on her ankle, attached to a six-inch chain. That restraint remained on Ms. Baca throughout her hospitalization.

Additionally, male guards insisted on remaining in the hospital room, even as Ms. Baca lay there, naked from the waist down. At one point, a hospital nurse finally covered Ms. Baca with a blanket, rather than allow her to be exposed in front of the male guard. As doctors examined Ms. Baca post-delivery, male guards also stayed in her hospital room.

On or about August 16, 2018, Ms. Baca's counsel faxed to the Apache County Sheriff a document preservation letter. That letter demanded that the Sheriff's Office preserve documents regarding Ms. Baca's labor and delivery of E.B.

Within days of the Sheriff's Office receiving the document preservation letter, Nurse Kirk stated to Ms. Baca, in front of other Apache County jail inmates, "The reason your baby was premature is because you have syphilis and had done meth. That's why your baby was born early." Ms. Baca never has had syphilis.

Ms. Baca was then put on lock down.

Other nurses stated to Ms. Baca, upon her return to the jail, "You don't remember what happened, it was so traumatic," to convince Ms. Baca that no misconduct occurred.

When Ms. Baca was transported for her four-week, post-partum follow-up appointment, she again was placed in restraints, to include a belly chain.

MS. BACA'S AND E.B.'S STATE LAW CLAIMS AGAINST THE ABOVE-NAMED PARTIES

I. Nurse Kirk Deliberately Violated Ms. Baca's Clearly-Identified Rights Under the Arizona Constitution.

The Arizona Constitution provides, "No person shall be deprived of life, liberty, or property without due process of law." Ariz. Const. Art. II.4. Nurse Kirk and Deputies Harris and Rhodes violated Ms. Baca's due process rights under the Arizona Constitution by ignoring Ms. Baca's and E.B.'s serious medical needs.

II. In Falsely Stating that Ms. Baca had Syphilis, Nurse Kirk is Liable to Ms. Baca for Libel *Per Se*.

Nurse Kirk falsely stated in front of other inmates that Ms. Baca had syphilis. That false statement constituted textbook libel *per se*. That false statement caused Ms. Baca anxiety, humiliation, and emotional distress.

III. Deputy Rhodes' Negligence and Gross Negligence.

Since 1994, courts have recognized that the shackling of women in labor is a barbaric practice that serves no penological interest.[1] The Arizona Department of Corrections banned the practice several years prior to E.B.'s birth[2] and the Arizona legislature banned the practice in 2012.[3]

By August 2018, the dangers of this practice were also made clear by the medical community – to include those who work in correctional health.[4] Yet, Deputy Rhodes ignored those warnings and did the exact thing that twenty years of case law and extensive medical research has found cannot be done to a laboring woman: bind her hands. The damage his negligence caused is exactly that predicted by the medical literature – injury to an innocent, unborn child.

Deputy Rhodes knew or should have known about the risk created by shackling Ms. Baca during labor. His reckless conduct constitutes not only negligence, but also gross negligence.

IV. Deputy Rhodes' Negligence *Per Se*.

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[1] *Women Prisoners of D.C. Dept. of Corrections*, 877 F. Supp. 659, 668-69 (D.D.C. 1994). See also, *Mendiola v. Arpaio*, 836 F.3d 1239 (9th Cir. 2016); *Villegas v. Metropolitan Government of Nashville,* 709 F.3d 563 (2013); and *Nelson v. Correctional Medical Services*, 583 F.3d 522 (8th Cir. 2009). And see *Brawley v. Washington*, 712 F. Supp. 2d 1208 (W.D. Wash. 2010).

[2] Arizona DOC Policy 705.10 --1.4.4-6.

[3] A.R.S. 31-601.

[4] Am. Med. Ass'n, "Shackling of Pregnant Women in Labor," Policy H–420.957 (June 2010), *available at* https://ssl3.ama-assn.org/apps/ecomm/PolicyFinder Form.pl?site=www.ama- assn. org&uri=%2Fresources%2Fdoc%2FPolicyFinder%2Fpolicyfiles%2FHnE% 2FH–420.957; American College of Obstetricians and Gynecologists, *Letter in Opposition to Shackling*, June 12, 2007, available at: http://www .acog.org/departments/underserved/20070612SaarLTR.pdf; Letter from Ralph Hale, Exec. Dir., Am. Coll. of Obstetricians & Gynecologists, to Malika Saada Saar, Exec. Dir., The Rebecca Project for Human Rights (Jun. 12, 2007).

A.R.S. 31-601 provides:

A. A correctional institution shall not use restraints on a prisoner or detainee who is being transported for delivery or during labor, delivery and postpartum recovery, unless either of the following applies:

1. Attending medical staff requests the use of restraints.

2. The corrections official makes an individualized determination that the prisoner or detainee presents an extraordinary circumstance.

B. Leg restraints, waist restraints or restraints that hinder the ability of the physician to move the prisoner or detainee, as determined by the physician shall not be used on any prisoner or detainee who is in labor or delivery.

C. If restraints are used on a prisoner or detainee pursuant to subsection A of this section:

1. The type of restraint applied and the application of the restraint must be done in the least restrictive manner necessary.

2. The corrections official shall make written findings within fourteen days as to the extraordinary circumstance that dictated the use of the restraints. These findings shall be kept on file by the correctional institution for at least two years and made available for public inspection unless otherwise dictated by state or federal law.

D. Notwithstanding subsection A of this section, a security tether chain that is attached to the bed frame and the prisoner's or detainee's ankle may be used during postpartum recovery. The security tether chain shall be long enough for the prisoner or detainee to reach the bathroom in a private or semi-private room or to exit the bed and stand in any other recovery setting.

E. Within thirty days after the effective date of this section, all correctional institutions in this state shall adopt rules or policies pursuant to this section.

Deputy Rhodes violated an Arizona statute that has been in effect since 2012. His shackling of Ms. Baca, in violation of that statute, which was specifically designed to protect laboring and post-partum women and their unborn children the direct and proximate cause of Ms. Baca's and E.B.'s injuries.

V. Under the Doctrine of *Respondeat Superior*, Apache County was Negligent in its Hiring, Supervision, and Training of its Employees.

In failing to hire properly qualified jail staff, Apache County was negligent. In failing to supervise jail staff to ensure that pregnant inmates and their unborn children receive proper care, particularly when the inmate goes into labor, Apache County was negligent. In failing to train jail staff on the specific provisions of A.R.S. 31-601, Apache County was negligent.

VI. Apache County is Liable for the Conduct of Deputy Rhodes, Deputy Hayes, and Nurse Kirk, Pursuant to the Doctrine of *Respondeat Superior*.

Nurse Kirk and Deputies Harris and Rhodes acted in the course and scope of their employment during the above events. Therefore, Apache County is liable for their conduct under the doctrine of *respondeat superior*.

CLAIM FOR DAMAGES

Ms. Baca is required to include in this Notice of Claim an amount for which this matter can be settled. Given the catastrophic injuries incurred in this case, Ms. Baca and E.B. submits the amount for which they will settle this matter short of litigation is itemized as follows:

$500,000 for Ms. Baca
$10,000,000 for E.B.

Sincerely Yours,

Joy Bertrand

Joy Bertrand
Attorney for Jocelyn Baca and Minor Child E.B.

cc: County Attorney for Apache County

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 1/22/19

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

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

- Eastern Arizona Counties Organization meeting on February 20, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

- The Small Counties Forum meeting on February 20, 2019 at 5:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

- The County Supervisors Association meeting on February 21, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

BOS Meeting Date Requested 2/5/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

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

Approved by the BOS Oct. 20, 2015

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 1/22/19

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 2/5/19

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