



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Travis Simshauser
Vice Chairman, District III

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

March 12, 2019

**Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona**

8:30 a.m. MST (9:30 a.m. DMST)

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
March 12, 2019**

1. Notification of the retirement of Health Director Chris Sexton, effective April 1, 2019 and recognition of his service.
2. Submission of Clinical Services Quarterly Update for October – December 2018.
3. Discussion and possible approval of an Intergovernmental Agreement (Contract #CTR041628) Childhood Lead Poisoning Prevention Services effective February 1, 2019 to January 31, 2024 in the amount of \$25,000. This agreement will provide funds to support the Health District in building capacity to implement lead poisoning prevention activities with the goal of increasing blood lead testing of children in high-risk areas and reporting of test results to AHDS.
4. Discussion and possible approval to increase the hours of two employees from 32 hours to 40 hours per week to be covered by the funding provided by Contract CR041628. The requested changes are grant-funded and accordingly, both positions will be converted back to 32 hours once the grant funds have been depleted.

5. Discussion and possible approval of the FDP Cost Reimbursement Research Sub-Award Agreement with Arizona Board of Regents, University of Arizona to provide services for the Arizona Nutrition Local Incentive Award-DES Food Stamp Nutrition Education Program to southern Apache County from October 1, 2018 to September 30, 2019. This has been budgeted for.
6. Discussion and possible approval of Reservation and County Management Roles and Responsibilities for Navajo Nation Agreement describing the roles and responsibilities of tribal, county and state partners that are conducting surveillance and/or case investigation of sexually transmitted diseases (STD's) via the Patient Reporting Investigation Surveillance Manager (PRISM).
7. Discussion and possible approval of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). Breastfeeding Peer Counseling Program (BFPC). Women and Children's Farmers Market Nutrition Programs (FMNP), and Online Nutrition Education Discussion (ONED) for the State of Arizona Amendment #1. This amendment changes the contract number to CTR041404.
8. Discussion and possible approval of a contract between the Public Health Services District and Western Drug to dispense prescription medications, effective February 1, 2019. This has been budgeted for FY19.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
March 12, 2019**

1. Discussion and possible approval of the completed Strategic Plan for the Sanders Public Library.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
March 12, 2019**

1. Engineering Department: Notification of the retirement of Tamie Herrick and recognition of her 21 years of service.
2. The University of Arizona Cooperative Extension in Apache County: Presentation and update on activities and programs.
3. Finance Department: Presentation and Update on the General Fund Revenue Projections and 2019-2020 Budget.
4. 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 February 5, 2019 and March 12, 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 February 5, 2019 and February 21, 2019.

Human Resources:

- *C. District I: Request approval to convert a vacant Road Maintenance Worker II position (range 30) to a Road Maintenance Worker III position (range 36).
- *D. District II: Request approval to eliminate a Senior Planner (range 48) position and create a Planning and Engineering Manager (range 48) position, and eliminate a Community Resource Liaison (range 46) position and create a Logistic & Support Services Manager (range 51) position.

Community Development:

- *E. Request approval to waive the \$1,112.00 building permit fee for Concho CAN, a 501(c) (3) nonprofit organization to build a community center in the Concho area for community events and activities. The property is located on the frontage road in Concho at parcel 201-30-003.

- *F. Request approval of a Zone Change application for Robert Lansford to rezone his 40 acre lot from Agriculture General (AG) to Light Commercial Zone (C1) due to expanding his vineyard to include a wine tasting room, reception hall and a small electric train to transport patrons through the vineyard. The property is located at parcel 212-62-088 in Concho, Unit 2 of the Rancho Alegre Subdivision, next to the Lavender Farm.

School Superintendent's Office:

- *G. Submission of the annual report of revenues and expenditures of the Apache County Schools Business Consortium.

County Attorney's Office:

- *H. Request authorization to create an additional Legal Clerk position (Range 42). This amount has been budgeted for in the general fund budget, and there is money to fund this position.
5. Recorder's Office: Notification of the resignation of Recorder Edison Wauneka and possible appointment to fill the vacancy.
 6. Engineering Department: Discussion and possible approval to award Bid #2019-04 for contract trucking.
 7. Human Resources: Discussion and possible approval to enter into an Affiliation Agreement with Grand Canyon University for a Field Experience Program.
 8. Emergency Management: Discussion and possible approval to amend the current Cooperative Fire Rate Agreement between Apache County and the Arizona Department of Forestry and Fire Management.
 9. Emergency Management: Discussion and possible approval to accept the Emergency Management Performance Grant (EMPG) EMF-2018-EP-00012-SO1 from the Arizona Department of Emergency and Military Affairs for the amount of \$203,815.00.
 10. Emergency Management: Discussion and possible action to extend the State of Emergency declared on February 21, 2019.
 11. County Manager: Proclamation designating April as County Government Month.
 12. County Manager: Discussion and possible approval to extend Bid #2019-03 for Publication Services to March 21, 2019.
 13. County Manager: Discussion and possible approval to allow exempt employees that have worked during the declared February 2019 Winter Storm Emergency to be paid overtime. Costs may be reimbursed by the State of Arizona as outlined in the Declaration of Emergency signed by Governor Ducey on February 28, 2019.

14. 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. This item was tabled at the last meeting.
15. 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 March 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 March 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 March 21, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
16. 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 March 7, 2019 at 3:00 a.m. p.m. by [Signature].

[Signature]
Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

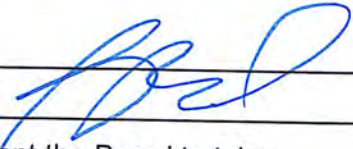
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Submitter's Name: (Individual, Organization, or County Department)

Health District

Date/Signature:

3/5/19



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

Notification of the retirement of Health Director Chris Sexton, effective April 1, 2019 and recognition of his service.

BOS Meeting Date Requested 3/12/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

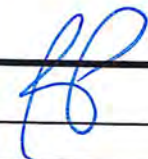
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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: ~~2/7/2019~~ 12/31/18

Chris Sexton

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

ACPHSD submits Clinical Services Quarterly update for October – Dec 2018.

BOS Meeting Date Requested 03/12/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Handwritten initials

Apache County Public Health Services District

Chris Sexton
Public Health Director

Cleta Keller RN, BSN
Clinical Services, Division Manager

This report is required by the State Surveyor.

Carla Walker, Immunization Coordinator II

Valerie Simpson, TB, STI, FP/WW Coordinator I

Clinical Services Quarterly Update October 2018 through December 2018

Staffing

The Clinical Services Division has been without a Public Health Nurse for almost 6 months. A job offer was made to Marian Bigelow in early December. Marian will join the Clinical Services division on January 7th, 2019. Marian has practiced as a RN for a little over a year and brings experience from her employment at a psychiatric hospital in Show Low. Marian was raised in Eagar, AZ and will be a welcome addition to the Clinical Services Division and Apache County.

Immunization Program

During this quarter the Clinical Services Division was very busy immunizing the residents of Apache County. More than 30 off-site flu clinics were held in addition to providing flu shots in the clinic during this period. More than 1,000 flu shots were administered.

Tuberculosis Program

Seventeen TB tests were administered during this quarter. No positive TB tests were reported and no reports of suspected TB disease were reported to Apache County Public Health.

Month	# of TB Skin Tests	# Positive
October	6	0
November	7	0
December	4	0

Well Woman/Family Planning Program

Three Well Woman/Family planning clinics were held this quarter in the Springerville Clinic. Forty-four clients were seen during this quarter for Well Woman/Family Planning services; including annual exams, birth control refills, injections, STI testing, or other issues.

	FP/WW Clients served
October	16
November	17
December	11

Our new clinician, Alena Thompson FNP, has worked out very well. The Clinical Services Division has received positive feedback from many clients. The client surveys are providing excellent feedback on professionalism and high satisfaction on service and feeling comfortable with how they are treated.

Sexually Transmitted Infection (STI) Program

Valerie Simpson and Cleta Keller attended the National STD conference from November 12-16. While the conference was interesting, much of the content was not very relevant to a small rural health department. Most of the information was focused on STD programs with a vast number of employees and large amounts of funding to really impact the rising number of STDs.

Education/Activities/Conferences

Date(s)	Activity/Conference	Attendees
10/1/18	Flu Shots at the Beehive Assisted Living Facility	Cleta Keller
10/2/18	Orientation of Contract Nurses to assist with Flu Vaccination Clinics	Cleta Keller, Carla Walker, Kory Orsak, Jessica Eagar, Sandra Cisneros
10/3/18	Epidemiologic Surveillance Capacity (ESC) Monthly webinar	Cleta Keller
10/3/18	Clinic in St Johns	Carla Walker, Sharon Waite
10/4/18	Navajo Infectious Disease Epidemiology Team conference call	Cleta Keller
10/8/18	Bloodborne Pathogen Instruction at Round Valley High School	Cleta Keller
10/9/18	Greer Fire, Point of Dispensing, Exercise: Drive-through flu shot clinic	Carla Walker, Cleta Keller, Kerry Pena, Shawna Murphy, Tammi Jo Wilkins
10/10/18	Quarterly Immunization Meeting, conference call	Carla Walker
10/13/18	Saturday Flu Shot Clinic, Springerville Clinic	Carla Walker, Cleta Keller
10/15/18	Women's Clinic, Springerville	Valerie Simpson, Cleta Keller, Carla Walker
10/16/18	Flu Shot Clinic, RV Road Yard	Cleta Keller, Carla Walker

10/16/18	Flu Shot Clinic, Alpine Forest Service	Cleta Keller, Shawna Murphy, Sandra Cisneros
10/16/18	Flu Shot Clinic, Alpine Community Center	Cleta Keller, Shawna Murphy, Sandra Cisneros
10/17/18	Clinic in St Johns	Carla Walker, Sharon Waite
10/18/18	Flu Shot Clinic for Towns of Springerville & Eagar	Carla Walker, Sandra Cisneros, Cory Orsak, Cleta Keller, Shawna Murphy
10/18/18	Flu Shot Clinic, RV Senior Center	Carla Walker, Sandra Cisneros, Cory Orsak, Cleta Keller, Shawna Murphy
10/18/18	Navajo Nation STD call with ADHS	Cleta Keller
10/22/18	Flu Shot Clinic, Ganado Road Yard	Carla Walker, Sharon Waite
10/22/18	Flu Shot Clinic, Chinle Road Yard	Carla Walker, Sharon Waite
10/22/18	Flu Shot Clinic, Sanders Schools	Carla Walker, Sharon Waite
10/22/18	Flu shot Clinic, Chambers/Sanders Road Yards	Carla Walker, Sharon Waite
10/23/18	Flu Shot Clinic, Little Colorado Behavioral Health	Cleta Keller, Valerie Simpson
10/23/18	Flu Shot Clinic, St Johns Annex	Carla Walker, Sharon Waite, Sandra Cisneros
10/23/18	Flu Shot Clinic, St Johns Road Yard	Carla Walker, Sharon Waite, Sandra Cisneros
10/24/18	Flu Shot Clinic, RV Middle School	Cleta Keller, Carla Walker
10/24/18	Flu Shot Clinic, RV Elementary	Cleta Keller, Carla Walker
10/24/18	Infection Control Meeting, Show Low, Navajo County	Cleta Keller
10/24/18	Flu Shot Clinic, Angel Wings Assisted Living	Carla Walker, Sharon Waite
10/29/18	Nurse Interview, St Johns, (2 candidates)	Cleta Keller, Carla Walker, Chris Sexton, Keli Sine-Shields

10/30/18	Flu Shots, Power Plant	Carla Walker, Cleta Keller, Sharon Waite, Shawna Murphy
10/31/18	Flu Shot Clinic, Window Rock ISD	Cleta Keller, Shawna Murphy
10/31/18	Flu Shot Clinic, RV Kindergarten, First Grade	Carla Walker, Cleta Keller
11/1/18	Head Start Resource Fair, Flu Shot Clinic	Carla Walker, Cleta Keller
11/1/18	AzAPHN	Cleta Keller
11/5/18	Women's Clinic	Valerie Simpson, Cleta Keller
11/6/18	Conference Call to discuss Title X with Toni Means (ADHS)	Cleta Keller
11/7/18	Flu Shot Clinic, Alpine Schools	Cleta Keller
11/8/18	Bi-Weekly Flu Call	Cleta Keller
11/8/18	TAPI All County Billing Call	Carla Walker
11/12/18- 11/15/18	National STD Conference	Valerie Simpson, Cleta Keller
11/21/18	AzAPHN Leadership Call	Cleta Keller
11/22/18	Bi-Weekly Flu Call	Cleta Keller
11/28/18	Monthly call with North Country Well Woman Program staff	Valerie Simpson, Cleta Keller
11/29/18	Apache County Health Dept Mgrs meeting	Chris Sexton, Keli Sine-Shields, Kerry Pena, Debbie Padilla, Robin Aquero
11/29/18	PHN Interview	Carla Walker, Kerry Pena, Keli Sine-Shields Cleta Keller
12/3/18	Meeting with ADHS, Navajo Nation, Navajo County & Coconino County to discuss roles and responsibilities/PRISM rollout	Cleta Keller
12/5/18	December ESC Conference Call	Cleta Keller
12/5/18	St Johns Clinic	Carla Walker, Sharon Waite
12/5/18	Webinar: Fires, Mudslides, Earthquakes, Shootings: Promoting Personal and Community Resiliency After Mass Trauma	Cleta Keller
12/6/18	AzAPHN Monthly call	Cleta Keller
12/6/18	Bi-Weekly Flu call	Cleta Keller
12/6/18	Annual Review-Carla Walker	Carla Walker, Cleta Keller
12/10/18	Women's Clinic	Valerie Simpson, Cleta Keller

12/11/18	PRISM Quarter Call	Cleta Keller
12/11/18	340B Mandatory Call, held by ASHS STD Control Program	Cleta Keller, Valerie Simpson
12/12/18	Annual Review-Valerie Simpson	Valerie Simpson, Cleta Keller
12/12/18	Webinar: How I Recommend Flu Vaccine: How to Make Recommendations that Matter to Patients	Cleta Keller
12/13/18	Instruct Quarterly CPR Course	Cleta Keller
12/13/18	ESC Meeting, Webinar	Cleta Keller
12/17/18	Conference call with Arizona Family Partnership re: Title X	Cleta Keller
12/19/18	AZAPHN Leadership call	Cleta Keller
12/19/18	Opioid Prevention Projects and Data Conference Call	Cleta Keller
12/19/18	Bi-Weekly Flu Call	Cleta Keller
12/19/18	Webinar: Population Health: Strategies to Solutions	Cleta Keller

Complaints/Infection/Incidents

Family Planning clients receiving services during the quarter were surveyed and all clients reported satisfaction with services.

One person reported an adverse reaction to his flu shot. The client reported that his knees hurt really bad following the flu shot. The client was advised to seek medical care from his provider. A VAERS report was completed. Follow-up with the client a few days later revealed that the pain had subsided and he declined to seek medical care.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

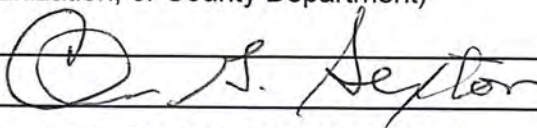
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date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 02/11/19



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 Intergovernmental Agreement Contract #CTR041628 Childhood Lead Poisoning Prevention Services effective 02/01/19 – 01/31/24 in the amount of \$25,000. This Agreement will provide funds to support ACPHSD in building capacity to implement lead poisoning prevention activities with the goal of increasing blood lead testing of children living in high-risk areas and reporting of test results to ADHS.

BOS Meeting Date Requested 03/12/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Check if item does not require review

Finance Review:

Approved Email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

x



Kimberly Penrod

From: David Lamm
Sent: Tuesday, February 19, 2019 11:22 AM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: BOS agenda items approval.

Kimberly,

These all are ok.

Thanks,

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

From: Kimberly Penrod
Sent: Tuesday, February 19, 2019 9:44 AM
To: David Lamm <dlamm@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>
Subject: BOS agenda items approval.

David,

Can I get your approval on the following items for the March 12, 2019 BOS meeting?

Special Supplemental Nutrition Program for Women, Infants and Children WIC
Western Drug contract
FDP Cost Reimbursement Research Subaward Agreement AZNN
Agreement contract #CTR041628

You may have already done this, but I can't find your approval. If you can send it again, I would really appreciate it.

Thx, ☺

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694
kpenrod@co.apache.az.us



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR041628

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

Project Title: Childhood Lead Poisoning Prevention Services

Begin Date: February 1st, 2019

Geographic Service Area: STATE OF ARIZONA

Termination Date: January 31st, 2024

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

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

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

Arizona Transaction (Sales) Privilege: _____
Federal Employer Identification No.: _____
Tax License No.: _____
Contractor Name: Apache County Public Health Services District
Address: P.O. Box 697, Saint Johns, AZ 85936

FOR CLARIFICATION, CONTACT:

Name: _____
Phone: _____
FAX No: _____
E-mail: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign _____ Date _____

Print Name and Title _____

This Contract shall henceforth be referred to as Contract

No. CTR041628 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 201_

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

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

Signature of Person Authorized to Sign _____ Date 2-12-19

Print Name and Title _____

Attorney General Contract, No. CTR041628, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature _____ Date _____

Assistant Attorney General:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR041628	

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR041628	

2. Contract Type.

This Contract shall be:

☒ Fixed Price

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR041628	

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

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

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

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

5. Costs and Payments

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

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5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

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

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

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. **Contract Changes**

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

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

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8. Description of Materials

The following provisions shall apply to Materials only:

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

9. State's Contractual Remedies

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

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

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

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

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

10. Contract Termination

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

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

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

10.4. Termination Without Cause.

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

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

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

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

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

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

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

11. Arbitration

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

12. Communication

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

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

13. Client Grievances

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

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14. Sovereign Immunity

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

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

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

19. Data Universal Numbering System (DUNS) Requirement

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

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

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR041628	SCOPE OF WORK

1. Definitions

- 1.1. *"Elevated blood lead level (EBLL)":* A single blood lead test (capillary or venous) at or above ($\geq$) the reference range value of 5 $\mu\text{g/dL}$.
- 1.2. *"Child":* Less than (<16) years of age
- 1.3. *"Confirmed case":* A child <16 years of age with one or more venous blood lead tests $\geq 5 \mu\text{g/dL}$, or two (2) capillary blood specimens $\geq 5 \mu\text{g/dL}$ drawn at least one (1) day apart and within twelve (12) weeks/eighty-four (84) days of each other.

2. Background

- 2.1. Lead is a naturally occurring heavy metal, but most high levels in the environment that people are exposed to come from human activities. When ingested or inhaled, lead is highly toxic and exerts irreversible effects on nearly every organ system. Children under the age of six (6) years are especially at risk because they are still developing, have a tendency to put objects and their hands in their mouth, and absorb lead easily. Children can experience lifelong learning, behavioral and developmental problems. While lead poisoning is one hundred percent (100%) preventable, there was still an average of four hundred (400) unique children identified with EBLLs above the Centers for Disease Control and Prevention (CDC) reference value of 5 $\mu\text{g/dL}$ per year between 2011 and 2016 in Arizona.
- 2.2. The Arizona Department of Health Services (ADHS) has identified areas across the state that are considered higher-risk for lead poisoning and led to the implementation of a targeted screening approach. In addition to lead-based paint hazards, other risk factors include living in proximity to the Mexico-Arizona border, recent immigration, refugee status, use of ceramic pottery, Mexican candy, traditional spices, folk medicines, and parental hobbies and occupations. ADHS revised the list of high-risk areas in 2018, and includes fourteen (14) census tracts within Apache County. There is an estimated 6,071 children less than six (6) years of age identified as living in high-risk areas in Apache County (2018 Claritas population estimates).

3. Objective

Funds provided by the Childhood Lead Poisoning Prevention Program (CLPPP) are to support the Apache County Public Health Services District (ACPHSD) in building capacity to implement lead poisoning prevention activities with the goal of increasing blood lead testing of children living in high-risk areas and reporting of test results to ADHS.

4. Scope of Service

The ACPHSD shall:

- 4.1. Collaborate with ADHS CLPPP to select a localized high-risk community for assessment of blood lead levels and describe the local community demographics;
- 4.2. Build and maintain relationships with local partners and health care providers to ensure testing of high-risk children and linking lead-exposed children to resources within the community;
- 4.3. Educate the public, health care providers, and community stakeholders on lead poisoning prevention;
- 4.4. Collaborate with ADHS CLPPP to hold a regional training for partners and health care providers on lead poisoning prevention and testing recommendations; and
- 4.5. Collaborate with ADHS CLPPP to address any identified local lead poisoning challenges.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR041628	

5. Tasks

The ACPHSD shall:

- 5.1. Meet with ADHS CLPPP at the start of the project to discuss contract projects and deliverables and on a bi-monthly or as needed basis via conference call to provide feedback on any barriers to designated activities;
- 5.2. Develop a summary of the localized community selected for assessment and outreach. The summary may include estimates of the population of children less than six (<6) years of age, estimates of the proportion of children less than six (<6) years of age on Medicaid, the proportion of housing built prior to 1950, blood lead testing rates or proportions, proportion of children less than six (<6) years of age with blood lead levels ≥ 5 $\mu\text{g/dL}$, and environmental sources of concern if known;
- 5.3. Develop and implement an outreach plan, including evaluation metrics, to educate local health care providers and community partners within the selected community. If time and resources permit, identify and conduct additional outreach in other high-risk areas;
- 5.4. Submit bi-monthly activity reports with evaluation metrics to ADHS CLPPP;
- 5.5. Per AACR9-4302 requirements, ACPHSD shall ensure follow-ups with providers that are discovered to not be reporting to ADHS CLPPP with results using LeadCare II devices;
- 5.6. Assist the ADHS CLPPP in organizing a regional training within Apache County;
- 5.7. Assist the ADHS CLPPP in linking children with EBLs to community resources;
- 5.8. Collaborate with ADHS to evaluate whether the outreach plan was effective in increasing blood lead testing of at-risk children; and
- 5.9. Submit a final evaluation report. Evaluation metrics as identified in the grant proposal that shall be reported to ADHS include, but may be expanded upon, number of health care providers receiving lead poisoning education and screening recommendations, number of local partners receiving lead education, number of materials distributed, number of outreach/training/ health fair events attended, if applicable, barriers identified to screening, lead sources identified, and number of participants registered for regional training.

6. Funding Restrictions and Requirements

The funding for this Contract originates with a grant the ADHS received from the CDC. Correspondingly, the following are requirements ADHS has been made subject to and, as such, the Contractor shall also be subject to:

- 6.1. Funds may only be used for:
 - 6.1.1. Personnel,
 - 6.1.2. Travel,
 - 6.1.3. Supplies, or
 - 6.1.4. Services.
- 6.2. Funds **may not** be used:
 - 6.1.1. To supplant local health department funds,
 - 6.1.2. For research,
 - 6.1.3. For clinical care except as allowed by law,

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR041628	SCOPE OF WORK

- 6.1.4. To pay for blood lead testing, or
- 6.1.5. For furniture or equipment.

- 6.3. Additional Requirements (AR) that may apply are hereby incorporated by reference and may be found in their entirety at <https://www.cdc.gov/grants/additionalrequirements/index.html#ar12>
- 6.4. Should ADHS receive additional CDC funding after the initial grant's expiration, ADHS will issue a written Agreement Amendment to ACPHSD with the new Price Sheet, Delivery Schedule, and Grant Term.

7. State Provided Items

- 7.1. Up-to-date information on the recommendations and guidelines for diagnosis, treatment, surveillance, and prevention of childhood lead poisoning;
- 7.2. Consultation and technical assistance in setting priorities, establishing partnerships, and planning, conducting, and evaluating childhood lead poisoning prevention activities;
- 7.3. Assistance in coordinating a regional training for local health care providers and community partners; and
- 7.4. Technical assistance in assessing and prioritizing training and education needs and in planning, implementing, and evaluating training and education activities.

8. Deliverables and Schedule

- 8.1. The ACPHSD deliverables shall include:

- 8.1.1. In-person meeting to discuss project and deliverables within first thirty (30) days of signed Contract;
- 8.1.2. One (1) summary report with a description of the localized community targeted for the local assessment submitted by April 1, 2019;
- 8.1.3. Outreach plan within the local community including evaluation metrics and performance benchmarks by April 15, 2019;
- 8.1.4. Three (3) bi-monthly activity reports and the final summary and evaluation report due as described in the schedule below; and
- 8.1.5. Regional training hosted by September 29, 2019.

- 8.2. Delivery Schedule for Calendar Year 2019:

Half of the funds will be dispersed at the beginning of the contract, and the remaining funds will be dispersed upon completion of required reports.

Name of Report	Time Period Covered	Due to ADHS By
Bi-monthly Reports	February 1st – March 31st	April 30th
	April 1st – May 31st	June 30th
	June 1st – July 31st	August 31st
Final summary and evaluation report	February – September 29th	October 31st

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR041628	SCOPE OF WORK

9. Notices, Correspondence, and Reports

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

Arizona Department of Health Services
 Attention: Childhood Lead Poisoning
 Prevention Program Manager
 150 N. 18th Avenue, Suite 140
 Phoenix, Arizona 85007
 Phone: (602) 364-3884
 Email: invoices@azdhs.gov

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

Contractor: Apache County Public Health Services District
 Attention: Chris G. Sexton, Health Director
 Address: P.O. Box 697
 City, State, ZIP: Saint Johns, AZ, 85936
 Phone: 928-337-7532
 Fax: 928-337-7592
 Email: csexton@co.apache.az.us

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR041628	

Price Sheet
Apache County
February 1, 2019, to September 29, 2019

Item No.	DESCRIPTION	COST	Payment Date
1	Summary Report of Local Community Assessed	\$3,000	Upon completion of task, an invoice will be submitted.
2	Outreach Plan	\$2,000	Upon completion of task, an invoice will be submitted.
3	Bi-monthly Report 1	\$5,000	Upon completion of task, an invoice will be submitted.
4	Bi-monthly Report 2	\$5,000	Upon completion of task, an invoice will be submitted.
5	Bi-monthly Report 3	\$5,000	Upon completion of task, an invoice will be submitted.
6	Final summary and evaluation report	\$5,000	Upon completion of task, an invoice will be submitted.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: 3/5/2019 [Signature]

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

Health Department: Discussion and possible approval to increase the hours of two employees from 32 hours to 40 hours per week to be covered by the funding provided by Contract # CTR041628. The requested changes are grant-funded and accordingly, both positions will be converted back to 32 hours once the grant funds have been depleted.

BOS Meeting Date Requested March 12, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: [Signature]

Purchasing Review: _____

Signature: _____

Human Resources Review: [Signature]

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials [Signature]

BOARD ACTION TAKEN

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

Signature Clerk of 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: 02/11/19

Chris Sexton

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

ACPHSD requests discussion and possible approval of the FDP Cost Reimbursement Research Subaward Agreement with Arizona Board of Regents, University of Arizona to provide services for the Arizona Nutrition Local Incentive Award – DES Food Stamp Nutrition Education Program to southern Apache County from 10/01/2018 to 09/30/2019. This has been budgeted for.

BOS Meeting Date Requested 03/12/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review: *Approved email*

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review ☒

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP

Kimberly Penrod

From: David Lamm
Sent: Tuesday, February 19, 2019 11:22 AM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: BOS agenda items approval.

Kimberly,

These all are ok.

Thanks,

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

From: Kimberly Penrod
Sent: Tuesday, February 19, 2019 9:44 AM
To: David Lamm <dlamm@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>
Subject: BOS agenda items approval.

David,

Can I get your approval on the following items for the March 12, 2019 BOS meeting?

Special Supplemental Nutrition Program for Women, Infants and Children WIC
Western Drug contract
FDP Cost Reimbursement Research Subaward Agreement AZNN
Agreement contract #CTR041628

You may have already done this, but I can't find your approval. If you can send it again, I would really appreciate it.

Thx, ☺

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694
kpenrod@co.apache.az.us

FDP Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: Department of Agriculture (USDA)

Pass-Through Entity (PTE):

Arizona Board of Regents, University of Arizona

Subrecipient:

Apache County Public Health Services District

PTE PI: Scottie L Misner

Sub PI: Robin Aguero

PTE Federal Award No: ADHS16-106455

Subaward No:

Project Title: Arizona Nutrition Network Local Incentive Award - DES Food Stamp Nutrition Education Program

Subaward Period of Performance (Budget Period):

Start: 10/01/2018

End: 09/30/2019

Amount Funded This Action (USD): \$ 70,000.00

Estimated Project Period (if incrementally funded):

Start:

End:

Incrementally Estimated Total (USD): \$

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:

Name: Melissa Kramer

Date

Title: Contract Officer

By an Authorized Official of Subrecipient:

Name:

Date

Title:

Attachment 1
Certifications and Assurances

Subaward Number:

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date	FAIN	CFDA No.
10/20/17	ADHS16-106455	10.561

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

CFDA Title

State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
<http://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>
2. 2 CFR 200 and 2 CFR 400
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<https://nifa.usda.gov/regulations-and-guidelines>
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
<https://www.nsf.gov/awards/managing/rtc.jsp> except for the following :
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

☐ Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ Human Subjects ☐ Vertebrate Animals ☐ No Human or Vertebrate Animals

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

The PTE requires verification of IRB and/or IACUC approval be sent to the Financial Contact as follows:

IRB

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity Name: Arizona Board of Regents, University of Arizona

Legal Address: 888 North Euclid Avenue
Room 510
Tucson, AZ 85719-4824

Website: <http://rgw.arizona.edu>

PTE Contacts

Central Email: SPS-Subawards@email.arizona.edu

Principal Investigator Name: Scottie L Misner

Email: misner@ag.arizona.edu

Telephone Number: 520-621-7125

Administrative Contact Name: Sponsored Projects & Contracting Services - Subawards

Email: SPS-Subawards@email.arizona.edu

Telephone Number: 520-626-6000

COI Contact email (if different to above): COI@email.arizona.edu

Financial Contact Name: Joaquin Murphy

Email: joaquinmurphy@email.arizona.edu

Telephone Number: 520-626-1971

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Sponsored Projects & Contracting Services - Subawards

Email: CRS-ORD@email.arizona.edu

Telephone Number: 520-626-3050

PI Address:

Nutritional Sciences
Shantz Building
1177 East 4th Street, Room 406
Tucson, AZ 85721

Administrative Address:

Sponsored Projects & Contracting Services
University Services Building
888 North Euclid Avenue, Room 510
Tucson, AZ 85719-4824

Invoice Address:

Nutritional Sciences
PO Box 210038
Tucson, AZ 85721

Attachment 3B**Subrecipient Contacts**

Subaward Number:

Subrecipient Information for FFATA reporting

Entity's DUNS Name: County of Apache

EIN No.: 866000385

Institution Type: State Government

DUNS: 082897786

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent DUNS:

This section for U.S. Entities:

Zip Code Look-up

Place of Performance Address

Congressional District: AZ-01

Zip Code+4: 85938-5102

323 South Mountain Ave
Springerville, AZ 85938-5102**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name: Robin Aguero

Email: raguero@co.apache.az.us

Telephone Number: 928-333-2415 x6525

Administrative Contact Name: Robin Aguero

Email: raguero@co.apache.az.us

Telephone Number: 928-333-2415 x6525

Financial Contact Name: Robin Aguero

Email: raguero@co.apache.az.us

Telephone Number: 928-333-2415 x6525

Invoice/Payment Email: raguero@co.apache.az.us

Authorized Official Name: Chris Sexton

Email: csexton@co.apache.az.us

Telephone Number: 928-337-7532

Legal Address:323 South Mountain Ave
Springerville, AZ 85938-5102**Administrative Address:**323 South Mountain Ave
Springerville, AZ 85938-5102**Payment Address:**323 South Mountain Ave
Springerville, AZ 85938-5102

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact
- ☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Financial Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Financial Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Financial Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Federal Awarding Agency

Submit carryover requests to the Financial Contact

Other Reports:

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Financial Contact 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Principal Investigator within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: Upon Request

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

Statement of Work

☐ Below ☒ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied

%

Cost Sharing

Rate Type:

If Yes, include Amount: \$

Budget Details

☐ Below ☒ Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

Subcontract Scope of Work
Supplemental Nutrition Assistance
Program-Education (SNAP-ED) Responsibilities
October 1, 2018 to September 30, 2020

Subcontractor will:

- Work collaboratively on the SNAP-ED Program with the University of Arizona Cooperative Extension (UACE) in Apache County by:
 - Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs) strategy 10, Local Wellness Policies, and strategy 16, Direct Education for youth education at approved k-12 (Round Valley Unified, Alpine Elementary, McNary Elementary, Concho Elementary, and Vernon Elementary) sites including supervision, training, and reporting of program accomplishments
 - Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs) strategy 4, Summer Food Service Support, and strategy 16, Direct Education for youth education at approved Summer Food Service Sites (Round Valley Unified) sites including supervision, training, and reporting of program accomplishments
 - Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs) strategy 1, Healthy Food Retail, and strategy 16, Direct Education for adult education at approved emergency food bank sites (Round Valley Cares) including supervision, training, and reporting of program accomplishments
 - Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs) strategy 14, Capacity and Nutrition Education, and strategy 16, Direct Education for youth and adult education at pre-k (Springerville Head Start, Round Valley Head Start) sites including supervision, training, and reporting of program accomplishments
 - Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs) strategy 7, Local Area Physical Activity Resources, strategy 8, Family Friendly Physical Activity Opportunities and strategy 16, Direct Education for youth and adult education at approved sites (Round Valley Unified, Apache County Wellness Coalition, Round Valley Boys and Girls Club) including supervision, training, and reporting of program accomplishments
 - Planning for current and future SNAP-ED programming in eligible sites
- Facilitate nutrition education training to volunteers and approved site staff in order to provide nutrition education to the SNAP-Ed demographic population at the approved SNAP-Ed sites.
- Facilitate food demonstrations and nutrition education for SNAP-Ed Eligible participants at approved SNAP-Ed Sites.
- Facilitate nutrition education for SNAP-Ed Eligible participants at approved SNAP-Ed Sites.
- Provide monthly staff meetings for updates, nutrition information, reporting requirements, and SNAP Ed program information
- Evaluate all 4th through 8th grade students at participating, approved school sites using the approved evaluation tool developed by Arizona Health Zone with the assistance of the Program Coordinator.
- Complete PSE evaluation activities in accordance with the FY19-20 Evaluation Framework.
- Provide complete and detailed semi-annual report narratives as required by Arizona Health Zone and in accordance with deadlines established by County Program Director.

- Complete required Arizona Health Zone trainings and meetings including but not limited to: Food Demo Training, Policy and Procedures Training, Culturally and Linguistically Appropriate Services (CLAS), evaluation based trainings, and annual conference
- Complete required University of Arizona CITI based training in accordance with U of A policies and procedures
- Provide complete and accurate monthly program reports as required by Arizona Health Zone through the Arizona Health Zone SEEDS online system in real time as direct education and policy, systems, and environmental change work is done.
- The monthly program report is considered complete when all information has been entered for the month and all UA Unit Representative/ UA SNAP Accounting questions have been answered and all requested corrections to the monthly program report have been made.
- Send monthly cost reimbursement invoices, financial ledgers, and copies of all receipts for any reimbursable program expenses to your UA SNAP-Ed representative for services provided by the 20th day of the month for the previous month. For example, the October invoice would be due November 20th. Monthly invoices should be for the calendar month and NOT incremental or less than a month of service (i.e. October 01-October 31).
- Report all reimbursable hours and descriptive information pertaining to those hours on the SNAP-Ed time log monthly. Management, direct, and paid time off must be tracked and reported separately on the SNAP-Ed time log. The SNAP-Ed time log must be sent via e-mail. The SNAP-Ed time log is due to your UA SNAP-Ed representative by the end of the first week of the next month. For example, the October SNAP-Ed time log would be due by the end of the first week of November.
- Total invoices may not exceed \$70,000.00 for the contract year (October 01, 2018 through September 30, 2019); all expenses must meet eligibility requirements of Arizona Health Zone and SNAP-ED guidelines and be within specified budget categories. All travel budgeted must use the State of Arizona Accounting Manual reimbursement rates.

AZ Health Zone

[illegible]

**AZ Health Zone
Budget Justification**

Organization Name: Apache County Public Health Services District			
Budget Category	Budget Description	Budget Calculation Details	Annual Expenses
A. Personnel Costs/Salary			\$41,429
B. Fringe Benefits			\$17,042
C. Contracts, Grants, & Agreements			\$0
D. Non-capital Equipment/Supplies	All non-capital equipment and supplies listed are for 100% SNAP-Ed use by staff and eligible SNAP-Ed sites to further the goals and objectives of the program. Food and supplies for food demonstrations/taste testings with adults and youth; kitchen equipment and supplies necessary for proper food storage, preparation and display of food prepared; office supplies and equipment; printing and photocopying costs; postage; paper and paper supplies; toner; equipment for nutrition education. SNAP-Ed related training for program delivery by SNAP-Ed staff.	Office supplies (such as pens, pencils, paper, toner, file folders, and organizers) annually \$1,200. Cones and safety vests for activities at county fair, resource fair, school open houses, and grad night annually \$150. Food for food demos (\$1.25/person) 1,080 x \$1.25 = \$1,350. Supplies for Food Demos (for example: paper products, cleaning products, dishes, first aid kits, utensils, hair nets, gloves, aprons, ice chests, hotplates/burners, butane, portable tables, table cloths, small appliances, storage items, and kits comprised of these items) annually \$450.	\$3,150
			\$0
E. Materials	Reimbursement for travel costs (such as meals, lodging, and transportation) for SNAP-Ed approved activities (such as AZ Health Zone/UANN meetings, coordination of participating sites, in-state conferences, presentations and trainings) per State of Arizona Accounting Manual located at: https://gao.az.gov/publications/saam Cost will be pro-rated by staff FTE when appropriate, relevant documentation including SNAP-Ed justification will be attached to reimbursement form.	County vehicle fuel \$104.42/month x 12 months = \$1,253.00 (rounded) Lodging partner meeting 2 staff x 2 nights x \$133 = \$532. Meals and incidentals partner meeting 2 staff x 3 days (4 days x \$34.50 = \$138, 2 days x \$46 = \$92, \$138 + \$92 = \$230) \$230.	\$2,015
F1. Travel - In-State			\$0
F2. Travel - Out-of-State			\$2,015
F3. --- Total			\$0
G. Building Space			\$0
H1. Maintenance - Utilities			\$0
H2. Maintenance - Facilities			\$0
H3. --- Total			\$0
I. Equipment & Other capital			\$0
J. Indirect Costs	Indirect cost rate from the RFP.	10% de minimus indirect cost rate.	\$6,364
TOTAL EXPENSES			\$70,000

*You must include a copy of your Indirect Cost Allocation Plan if you include Indirect Costs in your budget.

Subaward Number:

Attachment 6

Notice of Award (NOA) and any additional documents

☒

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

☐

Not incorporating the NOA or any additional documentation to this Subaward.

ARIZONA STATE CONTRACT

CONTRACT RELEASE

Page 1 of 1

ProcureAZ Purchase Order No.: ADHS16-106455:4
 Organizational Reference No.: PO0000284462
 Issued: 10/20/2017

V E N D O R	Vendor Number: 000005401 University of Arizona (Grants & Contracts) PO Box 210158 Rm 510 Tucson, AZ 85721-0158
----------------------------	---

Contract No.: ADHS16-106455
 Title: U of A FFY 18 AZNN Services

S H I P T O	Arizona Department of Health Services Bureau of Nutrition and Physical Activity 150 N. 18th Avenue, Suite 310 Phoenix, AZ 85007 US Email: procure@azdhs.gov (800) 252-5942
B I L L T O	MAIL INVOICE IN DUPLICATE TO: Arizona Department of Health Services AP Services 150 N 18th Avenue, Ste 260 Phoenix, AZ 85007 US Email: INVOICES@azdhs.gov (602) 542-6354

Release Instructions TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Account Code: 2018--OTHCFH4251--4461--HS4500--HS25000-6841---PHS-NPA-NTUEDU--0919-----HSA				Payment Terms: TBD Shipping Terms: TBD Delivery Calendar Day(s) A.R.O.: 0		
Item	Description	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 952-26 FFY 2018 AZNN Services PO EFFECTIVE 10/1/17 - 9/30/18 CONTRACT # ADHS16-106455. CFDA# 10.561		1.00	TOTAL	\$ 5,567,389.00	\$ 5,567,389.00

TOTAL: \$ 5,567,389.00

Approved By: Gladys Lovera
 Phone No.: (602) 364-1649



GRANT AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
OFFICE OF PROCUREMENT
150 N. 18th Ave., Ste. 260
Phoenix, Arizona 85007
PROCUREMENT OFFICER
Merrilyn Forbin

CONTRACT No.: ADHS16-106455

AMENDMENT No.: 1

Arizona Health Zone - SNAP-Ed Local Implementation Services.
(Formerly AzNN Snap-Ed Local Implementation Services)

Effective October 1, 2018, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Four (4) Grant Amendment, the Grant is hereby amended as follows:

1.1. Provision Two (2) Option to Renew Grant is revised to read as follows:

This Grant shall not bind nor purport to bind ADHS and the Grantee for any Grant commitment in excess of the original Grant Term. ADHS shall have the right, at its sole option, to renew the Grant, in two additional one (1) year increments, or two (2) straight years not to exceed a total Grant term of five (5) years. If ADHS exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the option terms.

1.2. Effective October 1, 2017 the Contract name was changed from AzNN Snap-Ed Local Implementation Services to Arizona Health Zone-SNAP-Ed Local Implementation Services.

1.3. The Contract is hereby extended through September 30, 2020.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

Mark A. Drury 9/7/18
Signature and Date

Mark A. Drury
Contracts Manager

Authorized Signatory's Name and Title

Arizona Board of Regents
UNIVERSITY OF ARIZONA
(GRANTS AND CONTRACTS)

Contractor's Name

The above referenced Contract Amendment is hereby executed this 10th day of September, 2018 at Phoenix, Arizona.

Christine Rutz

Procurement Officer Signature



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Beth

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 01/28/19 01/21/2019 Chris A. 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 Reservation and County Management Roles and Responsibilities for Navajo Nation agreement describing the roles and responsibilities of tribal, county and state partners that are conducting surveillance and/or case investigation of sexually transmitted diseases (STDs) via the Patient Reporting Investigation Surveillance Manager (PRISM).

BOS Meeting Date Requested 03/12/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Signature]

Check if item does not require review

Finance Review: _____

Signature _____

Check if item does not require review x

Human Resources Review: _____

Signature _____

Check if item does not require review x

Other Review: _____

Signature _____

Check if item does not require review x

Reviews completed, item approved for Agenda.

Board Clerk's Initials [Signature]

Reservation and County Management Roles and Responsibilities for Navajo Nation

Purpose

The purpose of this document is to describe the roles and responsibilities of tribal, county, and state partners that are conducting surveillance and/or case investigation of sexually transmitted diseases (STDs) via the Patient Reporting Investigation Surveillance Manager (PRISM).

Using PRISM for Case Investigation and surveillance

PRISM is a web-based application used by the Arizona Department of Health Services to support reporting, STD surveillance and case investigation information. Access to PRISM allows health department staff a centralized location for communicating complex case investigation information in a timely and efficient manner. The information entered into PRISM can be extracted. County and Reservation Liaisons may request data for their jurisdiction through a data request and/or data sharing agreement to help inform prevention activities.

Data Security and Confidentiality

Without trust, clients will seek care elsewhere or not at all.

Data security and confidentiality are of the utmost importance in Public Health to ensure clients trust the care that they receive. All PRISM-users are expected to abide by the Arizona Department of Health Services' {ADHS} ITS Policy Number 005; Acceptable Use of an Information Resource; and pledge to protect confidential information by signing the ADHS Confidentiality Agreement Form, as well as the Arizona Health Services Portal (AHSP) User Agreement. This includes information designated as protected health information (PHI) and all other personally identifiable information (PII). Access to such confidential information is permitted only on a need to know basis and limited to the minimum amount of confidential information necessary to accomplish the intended purpose of its use.

Case Communication

Communication around case follow-up should be documented in the notes section of the PRISM Field Record(s). This includes documentation of call attempts with the patient, contacts, and providers.

ADHS Liaison

This person will help coordinate/monitor communication between the county and reservation and assist in case investigation, if needed. Follow-up recommendations (if required) will be noted using the notes feature in PRISM. The ADHS Liaison will monitor the progress of syphilis cases to ensure timely follow-up and proper staging. Communicable disease reports (CDRs) submitted to ADHS from treating physicians shall be transmitted to the appropriate jurisdiction for entry into PRISM. Counties will be notified by email when documents are imported to their file. ADHS shall also work with the Reservation and Counties to develop improved strategies for case detection, upon request.

County Liaison(s)

Cases who reside on the Reservation will be assigned to the Reservation Liaison. County staff shall enter the reservation code and the county staff serving in the role as County Area Manager will re-assign any cases that are thought to reside on the reservation to the Reservation Liaison. The reservation Liaison will verify that the reservation code is correct, then work the case. Counties have the option to fax CDRs to ADHS or to the Reservation Liaison for data entry into PRISM.

Reservation Liaison

The Reservation Liaison will make the final determination regarding Reservation residency. If Reservation residency is confirmed; the Reservation Liaison will assign the appropriate Reservation code (see below). They are also responsible for follow-up investigation to ensure partner notification and proper treatment of the patient and partners. If the case does not belong to the Reservation, the Profile will be reassigned back to the County Liaison indicating 'NONE' in the Reservation field. Please note that the reservation field should only be used for noting the reservation on which the case resides. Tribal Affiliation (if known) should be annotated in the 'notes' section on the PRISM Profile.

The Reservation Liaison will be assisted by his/her staff and will complete all required fields for disease reporting and investigation in PRISM and keep updated notes within PRISM. These notes will include all efforts to contact cases, partners, etc.

It is highly recommended that Reservation Liaison participate in the Quarterly PRISM Webinars (call-in information and meeting recordings sent quarterly) and in the monthly Epidemiology and Surveillance Capacity Teleconference held at 9:00 AM, every first Wednesday of the month, and to attend the in-person meetings held at ADHS in May and November. The call in information for the in-person meetings follows. Conference Line: 712-770-4160. Participant Code: 581664

PRISM Database Issues

Issues pertaining to PRISM shall be communicated via email to the PRISM Database Manager (Prism_helpdesk@azdhs.gov) along with the ADHS Liaison.

New user requests for PRISM access will be submitted to (Prism_helpdesk@azdhs.gov). The current ADHS User Agreement which grants PRISM access must be signed by a Reservation Liaison before submission to the County. Whenever PRISM access is no longer required by any PRISM user, immediate notification must be sent to the County Area Manager and the PRISM Database Manager. This is to ensure the highly confidential nature of the data is immediately secured.

 Tribe Program Manager

 Date



 County Area Manager

 / 12/10/2018 / 11 / 5
 Date ?

12/10/2018

Michael Ostry, Coconino County
County Area Manager

3-1-19
Date

County Area Manager

Date

ADHS Program Manager

Date

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: 02/07/19

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 Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), Women and Children's Farmers Market Nutrition Programs (FMNP), and Online Nutrition Education Discussion (ONED) for the State of Arizona Amendment #1. This amendment changes the contract # to CTR041404.

BOS Meeting Date Requested 03/12/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

x

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

x

Reviews completed, item approved for Agenda.

Board Clerk's Initials

B

Kimberly Penrod

From: David Lamm
Sent: Tuesday, February 19, 2019 11:22 AM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: BOS agenda items approval.

Kimberly,

These all are ok.

Thanks,

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

From: Kimberly Penrod
Sent: Tuesday, February 19, 2019 9:44 AM
To: David Lamm <dlamm@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>
Subject: BOS agenda items approval.

David,

Can I get your approval on the following items for the March 12, 2019 BOS meeting?

Special Supplemental Nutrition Program for Women, Infants and Children WIC
Western Drug contract
FDP Cost Reimbursement Research Subaward Agreement AZNN
Agreement contract #CTR041628

You may have already done this, but I can't find your approval. If you can send it again, I would really appreciate it.

Thx, 😊

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694
kpenrod@co.apache.az.us

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR041404	IGA Amendment No: 1 Arizona Procurement Portal Amendment No.: 1	Senior Procurement Specialist Diana Martinez

WIC, BFPC, FMNP AND ONED SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the Contract No. from ADHS19-206555 to CTR041404.

All other provisions of this agreement remain unchanged.

Contractor Name: APACHE COUNTY			Authorized Signature
Address: PO BOX 428,, BOARD OF SUPERVISORS			Print Name
ST. JOHNS	ARIZONA	85936	Title
City	State	Zip	

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

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

State of Arizona

Signature

Date

Signed this _____ day of _____ 20__

Print Name

Procurement Officer

Contract No.: **CTR041404**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Belin
date/time stamp

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

Chris Sexton, Director ACPHSD

Date/Signature: 02/05/19

Chris Sexton

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

ACPHSD requests discussion and possible approval of the contract between ACPHSD and Western Drug to dispense prescription medications effective 02/01/2019. This has been budgeted for FY19.

BOS Meeting Date Requested 03/12/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

[Signature]

Check if item does not require review

Finance Review:

approve Email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

☒

Other Review:

Signature

Check if item does not require review

☒

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Signature]

Kimberly Penrod

From: David Lamm
Sent: Tuesday, February 19, 2019 11:22 AM
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Cc: Chris Sexton
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Thanks,

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

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To: David Lamm <dlamm@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>
Subject: BOS agenda items approval.

David,

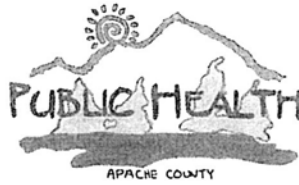
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Special Supplemental Nutrition Program for Women, Infants and Children WIC
Western Drug contract
FDP Cost Reimbursement Research Subaward Agreement AZNN
Agreement contract #CTR041628

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Thx, ☺

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694
kpennrod@co.apache.az.us



Apache County Public Health Services District

This Contract is made and entered into between the Apache County Public Health Services District ("District") and Western Drug ("Subcontractor").

Whereas, the District requires the services of a Pharmacy,

Whereas, the District wishes to contract with the Subcontractor for dispensing prescription medications,

Now, Therefore, the parties agree as follows:

1. **Term.** This Contract shall commence as of February 1, 2019 and shall continue in effect for one year and will be automatically renewed at the conclusion of each subsequent year up to five years unless the parties terminate this contract as provided in Section 10.
2. **Services.** The Subcontractor shall label and dispense prescription medication provided by the District.
3. **Compensation.** Services will be compensated at \$5.00 per authorized voucher.
4. **Independent Contractor.** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
5. **Insurance.** The Subcontractor shall maintain in force during the terms of this Contract, at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the County's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of a cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws.** The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder, All federal and state laws, required to be incorporated into this Contract, shall be enforced as though fully set forth herein.
7. **Professional Licenses.** The Subcontractor shall maintain in force throughout the term of this Contract any and all license, permit and accreditation required for the Subcontractor to provide services hereunder. The Subcontractor shall provide the District with the documentation of any and all required license, permit, and accreditation. The Subcontractor

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

8. **Records and Reports.** The Subcontractor is familiar with all records retention and confidentiality requirements set forth and applicable federal and state laws and shall comply with all such requirements in handling client records and information.
9. **Indemnification.** To the fullest extent allowed by law, each party (as "indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials, and employees (the "indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) related to, arising out of or resulting from the Indemnitor's negligent acts errors mistakes or omissions in the performance of this Contract. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or by part by any negligent act, error, mistake or omission in the performance of this Contract (including those by any person for whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).
10. **Termination.** This contract shall terminate immediately and automatically upon the termination of the Contract for any reason. In addition, either party may terminate this Contract for any reason up to 30 days prior written notice to the other party. In addition, the District may terminate this Contract upon written notice if the Subcontractor fails to cure any default in performance within 10 days after the delivery of a written notice of default by the District.
11. **Non-Assignment.** The Subcontractor shall not assign any right or interest in the Contract without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

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

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT

SUBCONTRACTOR

By _____

By _____

Date _____

Date _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins

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

Discussion and possible approval of the completed Strategic Plan for the Sanders Public Library.

BOS Meeting Date Requested: March 12, 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 RS

SueAn Stradling-Collins

From: Joe Young
Sent: Thursday, February 21, 2019 11:59 AM
To: SueAn Stradling-Collins
Subject: RE: agenda item

This is fine. Thanks.

From: SueAn Stradling-Collins [mailto:scollins@co.apache.az.us]
Sent: Wednesday, February 20, 2019 4:18 PM
To: Joe Young <JYoung@apachelaw.net>
Subject: agenda item

Joe,

Attached, please find the final strategic plan for the Sanders Library. This is similar to all others. We basically take it to the Board for their stamp of approval so the communities know that we are serious in carrying through.

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

928-337-4923
Fax 928-337-3960

Currently reading *All God's Children Need Traveling Shoes* by Maya Angelou.



We work to make our best better.

2018 Strategic Planning Committee

Tresa Cox

Sarah Curley

Christine Yazzie

Margaret Yazzie



Sanders Public Library

Off I-40, Exit 339 North,
Frontage Road East
P.O. Box 1000
Sanders, AZ 86512
Phone: 928-688-2677
Fax: 928-688-3077

Library Hours

Monday & Wednesday
12:00 PM - 6:00 PM
Tuesday & Thursday
10:00 AM - 6:00 PM
Friday - Sunday
Closed

Library Staff

Michelle Jones
Library Manager
mjones@co.apache.az.us

Lucinda Baloo
Library Specialist I
lbaloo@co.apache.az.us

Berni Joe
Library Specialist I
bjoe@co.apache.az.us



Sanders Public Library Strategic Planning 2018-2021

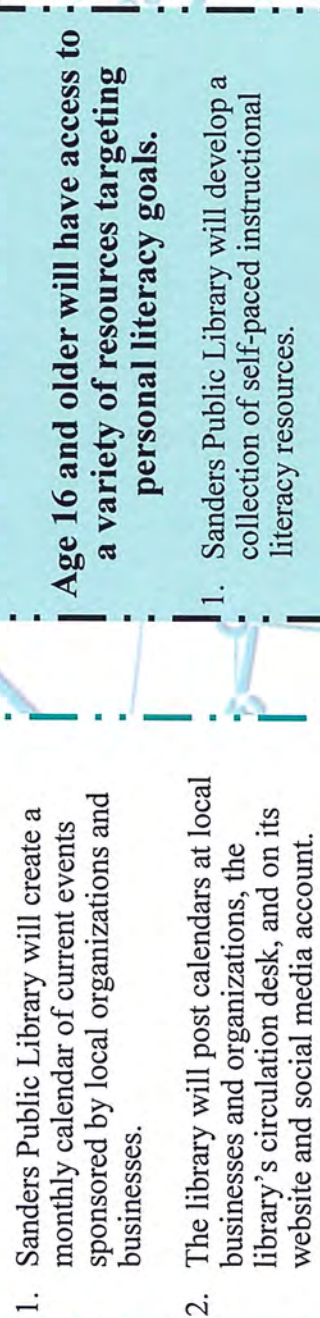
Mission Statement

Committed to informing,
sharing, and empowering
individuals through free
access to a variety of
informational, educational
and recreational resources.



4. The pamphlet will be distributed in print to local patrons, visitors, local organizations, businesses, and government agencies, and online.
5. Library staff will distribute:
 - a. 150 pamphlets from September 2019—June 2020.
 - b. Distribution will increase to 175 pamphlets during the Fiscal Year 2020 - 2021.
 - c. Distribution will increase to 150 pamphlets during the Fiscal Year 2021-2022.

Learn to
Read and Write



1. Sanders Public Library will create a monthly calendar of current events sponsored by local organizations and businesses.

2. The library will post calendars at local businesses and organizations, the library's circulation desk, and on its website and social media account.

Age 16 and older will have access to a variety of resources targeting personal literacy goals.

1. Sanders Public Library will develop a collection of self-paced instructional literacy resources.

3. The library will construct and publish an annually updated community resource pamphlet.

1. Sanders Public Library will develop a collection of self-paced instructional literacy resources.

1. Sanders Public Library will develop a collection of self-paced instructional literacy resources.

[illegible]

4. The library will offer:

5. Sanders Public Library will provide a computer dedicated to literacy installed with instructional programs for improving reading and writing skills.

Sanders Public Library will provide a quiet area and time for adults and teens to practice and develop literacy skills.

1. Within 3 years the library will renovate the library to include a study area.

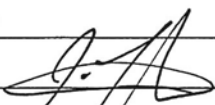
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature:



3-4-19

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

County Engineer! Notification of the Retirement of
Tamie Herricks and recognition of her 21 years
of service. ~~(4/10/18 - 3/28/19)~~

BOS Meeting Date Requested _____

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



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

date/time stamp

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

Mike Hauser 4- H

Date/Signature: _____

3/5/19



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

The University of Arizona Cooperative Extension in Apache County: Presentation and update on activities and programs.

BOS Meeting Date Requested _____

3/12/19

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 _____



Presentation to Apache County Board of Supervisor meeting – March 12th

The University of Arizona Cooperative Extension in Apache County presentation and update on programs.

Joyce Alves, Extension Agent

Summary on Apache County Family, Consumer, Health, Sciences Programs

Joshua Grace, new Extension Area Agent for Range and Animal Science Program

Mike Hauser, Extension Agent

Summary of Apache County 4-H Program and Home Horticulture Program

Kristy Kinlicheenie, 4-H Program Coordinator on the Navajo Nation – Window Rock and

Alexandra Carlisle, Assistant in Extension - Shiprock

Summary of Programs on the Navajo Nation

Presentation by Apache County 4-H Camp Counselors to Apache County Attorney for support of
camp program on Anti-Bullying program

Presentation by Black Creek 4-H to Apache County Board of Supervisor, District III for support of
4-H club program

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

date/time stamp

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

Finance

Date/Signature: _____

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

Presentation and Update on the General Fund Revenue Projections and 2019-2020 Budget

BOS Meeting Date Requested

3/12/19

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



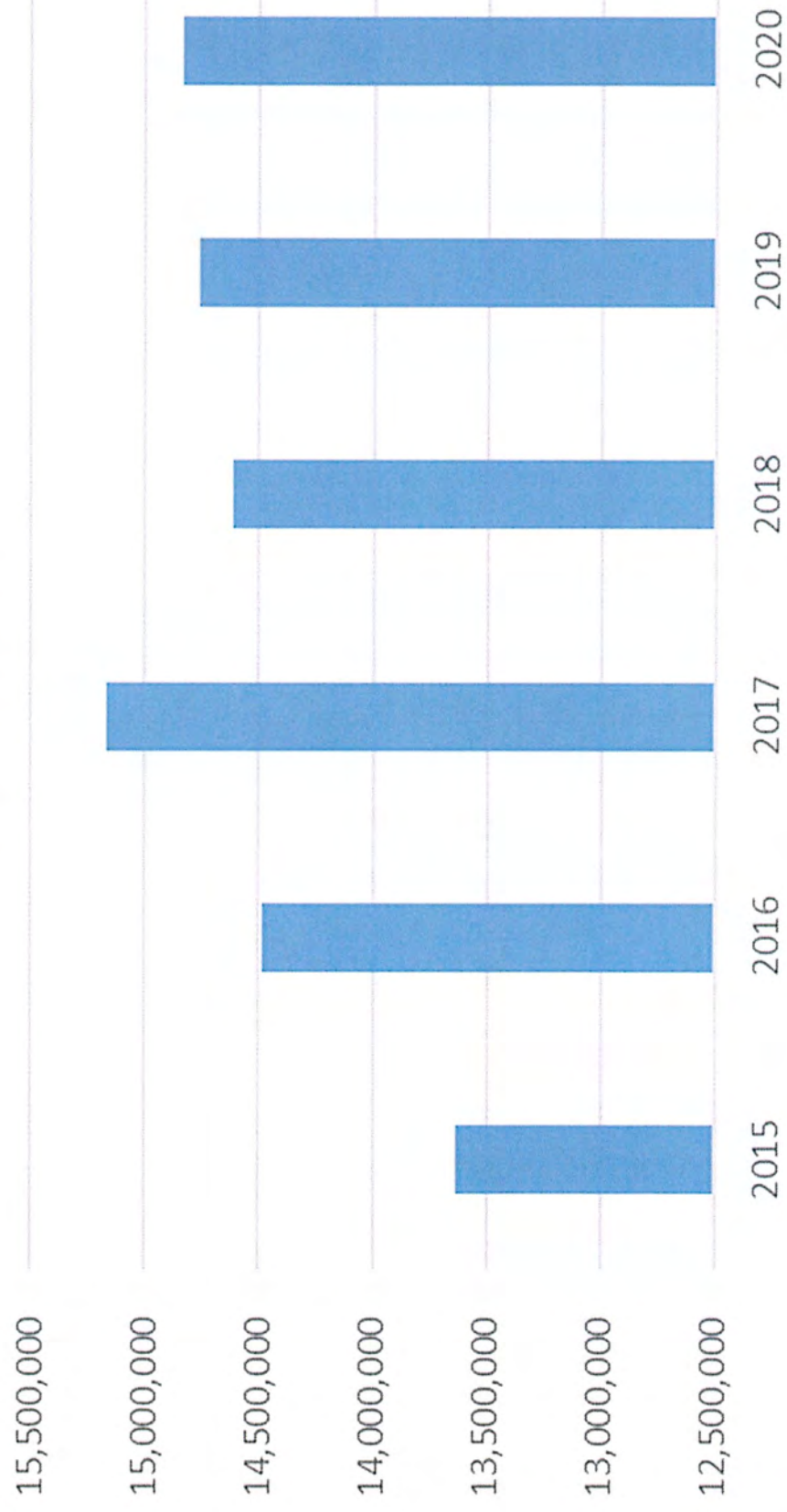


General Fund Revenue

FY2020 Projections

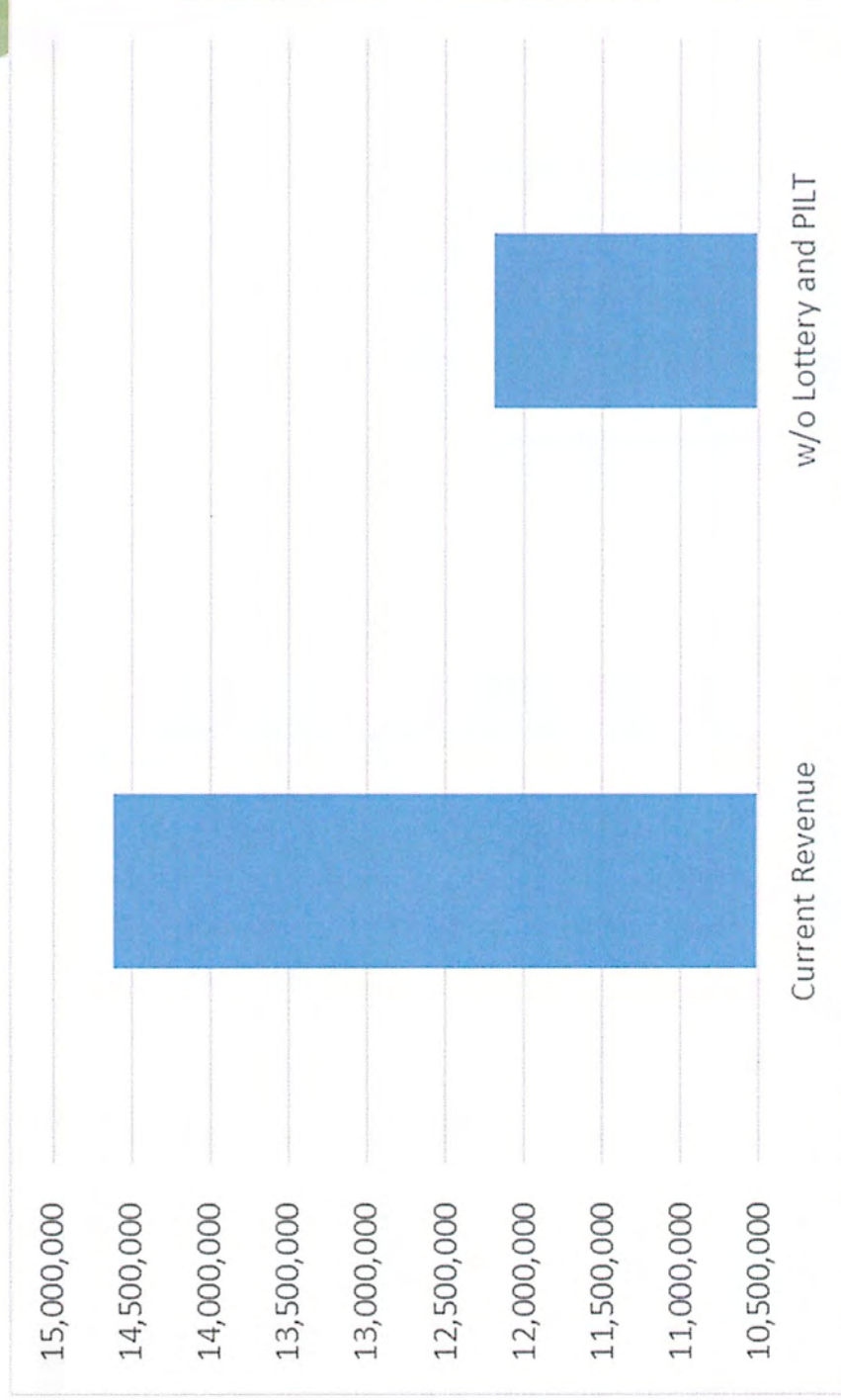
Apache County

Total Revenue



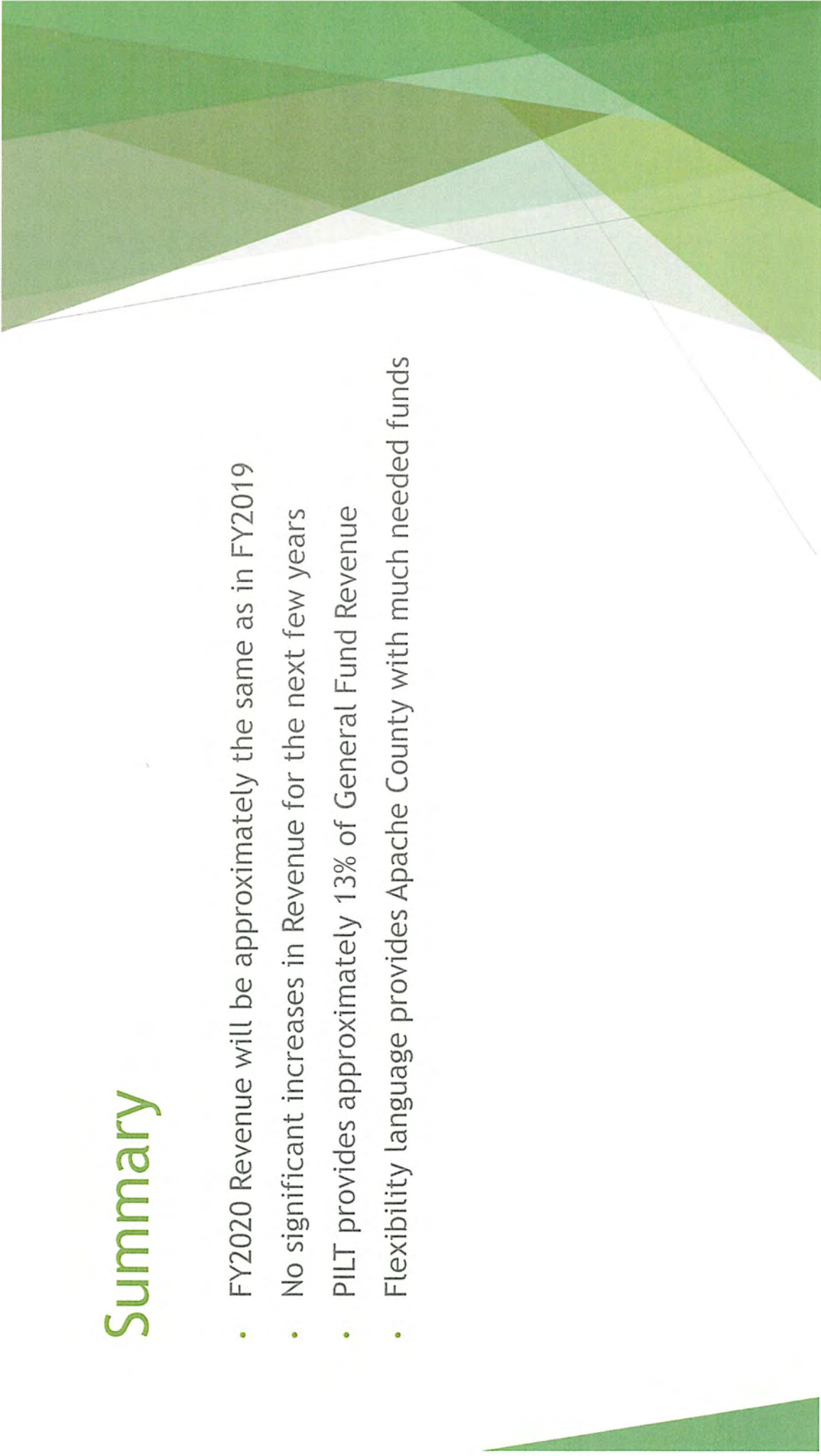
Main Sources of Revenue





If the County loses the Lottery and PILT payments, we would see a 17% decrease of revenue in the General Fund.

*Based on FY2018



Summary

- FY2020 Revenue will be approximately the same as in FY2019
- No significant increases in Revenue for the next few years
- PILT provides approximately 13% of General Fund Revenue
- Flexibility language provides Apache County with much needed funds

Upcoming Dates

- March 1st - 29th - Budget Entry by Departments
- April 1st - 26th - Finance Review Budget with Departments
- June 4th - Adopt Tentative Budget
- July 2nd - Adopt Final Budget

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

date/time stamp

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

Finance Department

Date/Signature: SL CAL 3/5/19

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 February 5, 2019 and March 12, 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 3/12/19

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 RL

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073421	02/05/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	859.95
Open	NBAZ - Warrant Clearing Account	Check	1073422	02/05/2019	Accounts Payable	APACHE COUNTY FSA	678.24
Open	NBAZ - Warrant Clearing Account	Check	1073423	02/05/2019	Accounts Payable	APACHE COUNTY HSA	3,429.51
Open	NBAZ - Warrant Clearing Account	Check	1073424	02/05/2019	Accounts Payable	APACHE COUNTY MEDICAL	168,976.07
Open	NBAZ - Warrant Clearing Account	Check	1073425	02/05/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	148,094.61
Open	NBAZ - Warrant Clearing Account	Check	1073426	02/05/2019	Accounts Payable	ASRS LEGACY EORP	5,933.14
Open	NBAZ - Warrant Clearing Account	Check	1073427	02/05/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	105,919.21
Open	NBAZ - Warrant Clearing Account	Check	1073428	02/05/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1073429	02/05/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,560.30
Open	NBAZ - Warrant Clearing Account	Check	1073430	02/05/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,607.61
Open	NBAZ - Warrant Clearing Account	Check	1073431	02/05/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,298.34
Open	NBAZ - Warrant Clearing Account	Check	1073432	02/05/2019	Accounts Payable	EODCRS DISABILITY	12.21
Open	NBAZ - Warrant Clearing Account	Check	1073433	02/05/2019	Accounts Payable	EORP LEGACY	2,723.71
Open	NBAZ - Warrant Clearing Account	Check	1073434	02/05/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1073435	02/05/2019	Accounts Payable	GURSTEL LAW FIRM PC	118.74
Open	NBAZ - Warrant Clearing Account	Check	1073436	02/05/2019	Accounts Payable	NATIONWIDE	2,171.00
Open	NBAZ - Warrant Clearing Account	Check	1073437	02/05/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.01
Open	NBAZ - Warrant Clearing Account	Check	1073438	02/05/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,303.42
Open	NBAZ - Warrant Clearing Account	Check	1073439	02/05/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,987.81
Open	NBAZ - Warrant Clearing Account	Check	1073440	02/05/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	45,351.20
Open	NBAZ - Warrant Clearing Account	Check	1073441	02/05/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1073442	02/05/2019	Accounts Payable	SECURITY BENEFIT GROUP	345.00
Open	NBAZ - Warrant Clearing Account	Check	1073443	02/05/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,606.31
Open	NBAZ - Warrant Clearing Account	Check	1073444	02/06/2019	Accounts Payable	ALLEGRA	2,233.81
Open	NBAZ - Warrant Clearing Account	Check	1073445	02/06/2019	Accounts Payable	ALSCO INC	333.81
Open	NBAZ - Warrant Clearing Account	Check	1073446	02/06/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,528.84
Open	NBAZ - Warrant Clearing Account	Check	1073447	02/06/2019	Accounts Payable	AMAZON COM INC	2,216.31
Open	NBAZ - Warrant Clearing Account	Check	1073448	02/06/2019	Accounts Payable	AMERIGAS - GALLUP	277.81
Open	NBAZ - Warrant Clearing Account	Check	1073449	02/06/2019	Accounts Payable	AMIGOS LIBRARY SERVICES	7,828.50
Open	NBAZ - Warrant Clearing Account	Check	1073450	02/06/2019	Accounts Payable	APACHE COUNTY	160.24
Open	NBAZ - Warrant Clearing Account	Check	1073451	02/06/2019	Accounts Payable	ASHTONS REPAIR INC	905.27
Open	NBAZ - Warrant Clearing Account	Check	1073452	02/06/2019	Accounts Payable	ASPEN TIRE & OIL	95.21
Open	NBAZ - Warrant Clearing Account	Check	1073453	02/06/2019	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,220.00
Open	NBAZ - Warrant Clearing Account	Check	1073454	02/06/2019	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	67.00
Open	NBAZ - Warrant Clearing Account	Check	1073455	02/06/2019	Accounts Payable	AZ SUPREME COURT	26.31
Open	NBAZ - Warrant Clearing Account	Check	1073456	02/06/2019	Accounts Payable	BAKER & TAYLOR BOOKS	56.47
Open	NBAZ - Warrant Clearing Account	Check	1073457	02/06/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	54.47
Open	NBAZ - Warrant Clearing Account	Check	1073458	02/06/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	753.92
Open	NBAZ - Warrant Clearing Account	Check	1073459	02/06/2019	Accounts Payable	BEGAY, MARLEITA	203.71
Open	NBAZ - Warrant Clearing Account	Check	1073460	02/06/2019	Accounts Payable	BEGAY, ROSINE C	415.00
Open	NBAZ - Warrant Clearing Account	Check	1073461	02/06/2019	Accounts Payable	BEGAY, SARAH MAE	415.00
Open	NBAZ - Warrant Clearing Account	Check	1073462	02/06/2019	Accounts Payable	BILTMORE PRO PRINT	2,763.81
Open	NBAZ - Warrant Clearing Account	Check	1073463	02/06/2019	Accounts Payable	BLAIR, RICHARD A	503.71
Open	NBAZ - Warrant Clearing Account	Check	1073464	02/06/2019	Accounts Payable	BOOT BARN	1,276.51
Open	NBAZ - Warrant Clearing Account	Check	1073465	02/06/2019	Accounts Payable	BROWN, ASHLEE	69.00
Open	NBAZ - Warrant Clearing Account	Check	1073466	02/06/2019	Accounts Payable	BUSBY, WICHITAW R	10.21
Open	NBAZ - Warrant Clearing Account	Check	1073467	02/06/2019	Accounts Payable	CDW GOVERNMENT LLC	974.71
Open	NBAZ - Warrant Clearing Account	Check	1073468	02/06/2019	Accounts Payable	CELLULAR ONE NE AZ	711.27
Open	NBAZ - Warrant Clearing Account	Check	1073469	02/06/2019	Accounts Payable	CIVIL & ENVIRONMENTAL CONSULTANTS INC	19,896.21
Open	NBAZ - Warrant Clearing Account	Check	1073470	02/06/2019	Accounts Payable	CNA SURETY	50.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073471	02/06/2019	Accounts Payable	CONTINUANT INC	1,015.21
Open	NBAZ - Warrant Clearing Account	Check	1073472	02/06/2019	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1073473	02/06/2019	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	16.00
Open	NBAZ - Warrant Clearing Account	Check	1073474	02/06/2019	Accounts Payable	DATABANK IMX LLC	1,218.71
Open	NBAZ - Warrant Clearing Account	Check	1073475	02/06/2019	Accounts Payable	DEDMAN, JOSEPH Junior	108.00
Open	NBAZ - Warrant Clearing Account	Check	1073476	02/06/2019	Accounts Payable	DIRECTV, LLC	299.71
Open	NBAZ - Warrant Clearing Account	Check	1073477	02/06/2019	Accounts Payable	DISCOUNT TIRE	784.11
Open	NBAZ - Warrant Clearing Account	Check	1073478	02/06/2019	Accounts Payable	DISH NETWORK	116.11
Open	NBAZ - Warrant Clearing Account	Check	1073479	02/06/2019	Accounts Payable	DISH NETWORK	140.71
Open	NBAZ - Warrant Clearing Account	Check	1073480	02/06/2019	Accounts Payable	DRIE, ROXANNE M	663.00
Open	NBAZ - Warrant Clearing Account	Check	1073481	02/06/2019	Accounts Payable	EMPIRE MACHINERY	7,519.01
Open	NBAZ - Warrant Clearing Account	Check	1073482	02/06/2019	Accounts Payable	FLEET PRIDE	2,092.61
Open	NBAZ - Warrant Clearing Account	Check	1073483	02/06/2019	Accounts Payable	FORM MAGIC INC	89.10
Open	NBAZ - Warrant Clearing Account	Check	1073484	02/06/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	404.41
Open	NBAZ - Warrant Clearing Account	Check	1073485	02/06/2019	Accounts Payable	FRONTIER	21.21
Open	NBAZ - Warrant Clearing Account	Check	1073486	02/06/2019	Accounts Payable	FRONTIER	179.61
Open	NBAZ - Warrant Clearing Account	Check	1073487	02/06/2019	Accounts Payable	FRONTIER	414.61
Open	NBAZ - Warrant Clearing Account	Check	1073488	02/06/2019	Accounts Payable	FRONTIER	97.31
Open	NBAZ - Warrant Clearing Account	Check	1073489	02/06/2019	Accounts Payable	FRONTIER	101.51
Open	NBAZ - Warrant Clearing Account	Check	1073490	02/06/2019	Accounts Payable	FRONTIER	369.11
Open	NBAZ - Warrant Clearing Account	Check	1073491	02/06/2019	Accounts Payable	FRONTIER	103.81
Open	NBAZ - Warrant Clearing Account	Check	1073492	02/06/2019	Accounts Payable	FRONTIER	98.31
Open	NBAZ - Warrant Clearing Account	Check	1073493	02/06/2019	Accounts Payable	FRONTIER	103.91
Open	NBAZ - Warrant Clearing Account	Check	1073494	02/06/2019	Accounts Payable	FRONTIER	161.71
Open	NBAZ - Warrant Clearing Account	Check	1073495	02/06/2019	Accounts Payable	FRONTIER	16.11
Open	NBAZ - Warrant Clearing Account	Check	1073496	02/06/2019	Accounts Payable	FRONTIER	16.11
Open	NBAZ - Warrant Clearing Account	Check	1073497	02/06/2019	Accounts Payable	FRONTIER	1,828.51
Open	NBAZ - Warrant Clearing Account	Check	1073498	02/06/2019	Accounts Payable	GALLUP WATER WORKS	13.00
Open	NBAZ - Warrant Clearing Account	Check	1073499	02/06/2019	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,386.00
Open	NBAZ - Warrant Clearing Account	Check	1073500	02/06/2019	Accounts Payable	GLOBAL EQUIPMENT	265.91
Open	NBAZ - Warrant Clearing Account	Check	1073501	02/06/2019	Accounts Payable	GREER, NORA F	135.00
Open	NBAZ - Warrant Clearing Account	Check	1073502	02/06/2019	Accounts Payable	HIGH COUNTRY PROPANE	379.51
Open	NBAZ - Warrant Clearing Account	Check	1073503	02/06/2019	Accounts Payable	HILL AZ GROCERY STORE	237.51
Open	NBAZ - Warrant Clearing Account	Check	1073504	02/06/2019	Accounts Payable	HILL AZ GROCERY STORE	3.51
Open	NBAZ - Warrant Clearing Account	Check	1073505	02/06/2019	Accounts Payable	HILL YARD/FLAGSTAFF	2,263.41
Open	NBAZ - Warrant Clearing Account	Check	1073506	02/06/2019	Accounts Payable	HOME DEPOT	871.71
Open	NBAZ - Warrant Clearing Account	Check	1073507	02/06/2019	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	275.00
Open	NBAZ - Warrant Clearing Account	Check	1073508	02/06/2019	Accounts Payable	HOUNSHELL, BO	312.11
Open	NBAZ - Warrant Clearing Account	Check	1073509	02/06/2019	Accounts Payable	IKARD & NEWSOM	694.91
Open	NBAZ - Warrant Clearing Account	Check	1073510	02/06/2019	Accounts Payable	IMPACT TELECOM	35.71
Open	NBAZ - Warrant Clearing Account	Check	1073511	02/06/2019	Accounts Payable	INGRAM LIBRARY SERVICES	2,732.21
Open	NBAZ - Warrant Clearing Account	Check	1073512	02/06/2019	Accounts Payable	JACKSON, GENEVA L	7.00
Open	NBAZ - Warrant Clearing Account	Check	1073513	02/06/2019	Accounts Payable	JEFFERSON COUNTY PUBLIC LIBRARY	14.91
Open	NBAZ - Warrant Clearing Account	Check	1073514	02/06/2019	Accounts Payable	JENSEN, TYRON	449.00
Open	NBAZ - Warrant Clearing Account	Check	1073515	02/06/2019	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	497.80
Open	NBAZ - Warrant Clearing Account	Check	1073516	02/06/2019	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	1,975.00
Open	NBAZ - Warrant Clearing Account	Check	1073517	02/06/2019	Accounts Payable	KIDS AT HOPE	255.00
Open	NBAZ - Warrant Clearing Account	Check	1073518	02/06/2019	Accounts Payable	KONICA MINOLTA	43.41
Open	NBAZ - Warrant Clearing Account	Check	1073519	02/06/2019	Accounts Payable	LAMM, DAVID	165.00
Open	NBAZ - Warrant Clearing Account	Check	1073520	02/06/2019	Accounts Payable	LARRY H MILLER DODGE RAM AVONDALE	129,497.71

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073521	02/06/2019	Accounts Payable	LATHAM, MICHAEL	90.73
Open	NBAZ - Warrant Clearing Account	Check	1073522	02/06/2019	Accounts Payable	LESLIE, LATISHA D	962.00
Open	NBAZ - Warrant Clearing Account	Check	1073523	02/06/2019	Accounts Payable	MCI	39.45
Open	NBAZ - Warrant Clearing Account	Check	1073524	02/06/2019	Accounts Payable	MOHAWK AUTOMOTIVE LIFTS SOUTHWEST	820.00
Open	NBAZ - Warrant Clearing Account	Check	1073525	02/06/2019	Accounts Payable	MOORE, JASON WAYNE	663.00
Open	NBAZ - Warrant Clearing Account	Check	1073526	02/06/2019	Accounts Payable	MOORE LAW FIRM PLLC	577.50
Open	NBAZ - Warrant Clearing Account	Check	1073527	02/06/2019	Accounts Payable	MOREZ, ALLAN T Junior	1,505.00
Open	NBAZ - Warrant Clearing Account	Check	1073528	02/06/2019	Accounts Payable	MORGAN, DIANA M	252.83
Open	NBAZ - Warrant Clearing Account	Check	1073529	02/06/2019	Accounts Payable	NAPA	630.07
Open	NBAZ - Warrant Clearing Account	Check	1073530	02/06/2019	Accounts Payable	NATIONAL BANK	290.54
Open	NBAZ - Warrant Clearing Account	Check	1073531	02/06/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	2,681.20
Open	NBAZ - Warrant Clearing Account	Check	1073532	02/06/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	369.82
Open	NBAZ - Warrant Clearing Account	Check	1073533	02/06/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	2,880.22
Open	NBAZ - Warrant Clearing Account	Check	1073534	02/06/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	514.60
Open	NBAZ - Warrant Clearing Account	Check	1073535	02/06/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0341	468.74
Open	NBAZ - Warrant Clearing Account	Check	1073536	02/06/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0822	588.33
Open	NBAZ - Warrant Clearing Account	Check	1073537	02/06/2019	Accounts Payable	NATIONAL BUSINESS FURNITURE	3,100.97
Open	NBAZ - Warrant Clearing Account	Check	1073538	02/06/2019	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	375.24
Open	NBAZ - Warrant Clearing Account	Check	1073539	02/06/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,098.86
Open	NBAZ - Warrant Clearing Account	Check	1073540	02/06/2019	Accounts Payable	NAVAJO WESTERNERS	57.90
Open	NBAZ - Warrant Clearing Account	Check	1073541	02/06/2019	Accounts Payable	NEWMAN, TEDDY MILES	150.00
Open	NBAZ - Warrant Clearing Account	Check	1073542	02/06/2019	Accounts Payable	NICHOLS, WYATT W	150.00
Open	NBAZ - Warrant Clearing Account	Check	1073543	02/06/2019	Accounts Payable	NICOLL, HALEY RHAE	8.74
Open	NBAZ - Warrant Clearing Account	Check	1073544	02/06/2019	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	45.00
Open	NBAZ - Warrant Clearing Account	Check	1073545	02/06/2019	Accounts Payable	OCTOPUS CAR WASH INC	17.45
Open	NBAZ - Warrant Clearing Account	Check	1073546	02/06/2019	Accounts Payable	OFFICE DEPOT	2,932.00
Open	NBAZ - Warrant Clearing Account	Check	1073547	02/06/2019	Accounts Payable	OVERDRIVE INC	1,284.44
Open	NBAZ - Warrant Clearing Account	Check	1073548	02/06/2019	Accounts Payable	PADILLA, DEBBIE L	270.10
Open	NBAZ - Warrant Clearing Account	Check	1073549	02/06/2019	Accounts Payable	PALMER, STORMY L	25.00
Open	NBAZ - Warrant Clearing Account	Check	1073550	02/06/2019	Accounts Payable	PATTERSON, DENNIELE	219.86
Open	NBAZ - Warrant Clearing Account	Check	1073551	02/06/2019	Accounts Payable	PATTERSON, RYAN N	35.96
Open	NBAZ - Warrant Clearing Account	Check	1073552	02/06/2019	Accounts Payable	PEARCE, DOUGLAS LANCE	225.62
Open	NBAZ - Warrant Clearing Account	Check	1073553	02/06/2019	Accounts Payable	PENWORTHY COMPANY	192.75
Open	NBAZ - Warrant Clearing Account	Check	1073554	02/06/2019	Accounts Payable	PERFECT PRINTZ LLC	112.13
Open	NBAZ - Warrant Clearing Account	Check	1073555	02/06/2019	Accounts Payable	PINAL COUNTY ARIZONA	175.00
Open	NBAZ - Warrant Clearing Account	Check	1073556	02/06/2019	Accounts Payable	PITNEY BOWES	77.31
Open	NBAZ - Warrant Clearing Account	Check	1073557	02/06/2019	Accounts Payable	POWERS, ASHTEN BROOKE KAY	37.80
Open	NBAZ - Warrant Clearing Account	Check	1073558	02/06/2019	Accounts Payable	PRAXAIR DISTRIBUTION INC	180.01
Open	NBAZ - Warrant Clearing Account	Check	1073559	02/06/2019	Accounts Payable	PREMIUM PROPANE LLC	893.53
Open	NBAZ - Warrant Clearing Account	Check	1073560	02/06/2019	Accounts Payable	PROFORCE LAW ENFORCEMENT	2,923.86
Open	NBAZ - Warrant Clearing Account	Check	1073561	02/06/2019	Accounts Payable	QUALITY 1ST ROOFING INC	61,611.90
Open	NBAZ - Warrant Clearing Account	Check	1073562	02/06/2019	Accounts Payable	QUILL CORP	4,598.03
Open	NBAZ - Warrant Clearing Account	Check	1073563	02/06/2019	Accounts Payable	R&S NORTHEAST LLC	9.73
Open	NBAZ - Warrant Clearing Account	Check	1073564	02/06/2019	Accounts Payable	RAMIREZ, BENJAMIN M	2,250.00
Open	NBAZ - Warrant Clearing Account	Check	1073565	02/06/2019	Accounts Payable	RELIABLE BACKGROUND SCREENING	130.00
Open	NBAZ - Warrant Clearing Account	Check	1073566	02/06/2019	Accounts Payable	RHINEHART OIL CO	15,286.16
Open	NBAZ - Warrant Clearing Account	Check	1073567	02/06/2019	Accounts Payable	RONNEY L FERGUSON MD PC	115.80
Open	NBAZ - Warrant Clearing Account	Check	1073568	02/06/2019	Accounts Payable	SAFELITE AUTO GLASS	631.77
Open	NBAZ - Warrant Clearing Account	Check	1073569	02/06/2019	Accounts Payable	SATCOM GLOBAL INC	176.93
Open	NBAZ - Warrant Clearing Account	Check	1073570	02/06/2019	Accounts Payable	SHOW LOW FORD INC	119.06

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073571	02/06/2019	Accounts Payable	SIERRA PROPANE	926.21
Voided	NBAZ - Warrant Clearing Account	Check	1073572	02/06/2019	Accounts Payable	SODERQUIST, JEFF	96.00
Open	NBAZ - Warrant Clearing Account	Check	1073573	02/06/2019	Accounts Payable	SOURCEHOV EXELA TECHNOLOGIES	100.00
Open	NBAZ - Warrant Clearing Account	Check	1073574	02/06/2019	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	91.64
Open	NBAZ - Warrant Clearing Account	Check	1073575	02/06/2019	Accounts Payable	STRADLING-COLLINS, SUEAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1073576	02/06/2019	Accounts Payable	SUMMIT FUNERAL HOME	953.71
Open	NBAZ - Warrant Clearing Account	Check	1073577	02/06/2019	Accounts Payable	SUN GLASS LLC	330.24
Open	NBAZ - Warrant Clearing Account	Check	1073578	02/06/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	780.11
Open	NBAZ - Warrant Clearing Account	Check	1073579	02/06/2019	Accounts Payable	TEN COW COMPANY INC	505.10
Open	NBAZ - Warrant Clearing Account	Check	1073580	02/06/2019	Accounts Payable	THE LIBRARY STORE INC	995.90
Open	NBAZ - Warrant Clearing Account	Check	1073581	02/06/2019	Accounts Payable	THOMSON REUTERS WEST	1,408.47
Open	NBAZ - Warrant Clearing Account	Check	1073582	02/06/2019	Accounts Payable	TJP COMMUNICATIONS	922.60
Open	NBAZ - Warrant Clearing Account	Check	1073583	02/06/2019	Accounts Payable	TRINITY SERVICES GROUP INC	22,206.91
Open	NBAZ - Warrant Clearing Account	Check	1073584	02/06/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	943.10
Open	NBAZ - Warrant Clearing Account	Check	1073585	02/06/2019	Accounts Payable	TSOSIE, RAYMOND EMPLOYEE	21.21
Open	NBAZ - Warrant Clearing Account	Check	1073586	02/06/2019	Accounts Payable	UNIFIRST CORPORATION	135.10
Open	NBAZ - Warrant Clearing Account	Check	1073587	02/06/2019	Accounts Payable	US CORRECTIONS LLC	2,643.00
Open	NBAZ - Warrant Clearing Account	Check	1073588	02/06/2019	Accounts Payable	VALLEY AUTO PARTS	1,688.81
Open	NBAZ - Warrant Clearing Account	Check	1073589	02/06/2019	Accounts Payable	VERIZON WIRELESS	2,084.91
Open	NBAZ - Warrant Clearing Account	Check	1073590	02/06/2019	Accounts Payable	WAGNER EQUIPMENT CO	607.30
Open	NBAZ - Warrant Clearing Account	Check	1073591	02/06/2019	Accounts Payable	WAL-MART COMMUNITY	427.57
Open	NBAZ - Warrant Clearing Account	Check	1073592	02/06/2019	Accounts Payable	WESTERN STATES SHERIFFS ASSN	100.00
Open	NBAZ - Warrant Clearing Account	Check	1073593	02/06/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	79.91
Open	NBAZ - Warrant Clearing Account	Check	1073594	02/06/2019	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	111.31
Open	NBAZ - Warrant Clearing Account	Check	1073595	02/06/2019	Accounts Payable	WOODLAND BUILDING CENTER	2,591.61
Open	NBAZ - Warrant Clearing Account	Check	1073596	02/06/2019	Accounts Payable	WORLD OF TRAVEL	2,356.01
Open	NBAZ - Warrant Clearing Account	Check	1073597	02/06/2019	Accounts Payable	WRIGHT EXPRESS FSC	2,904.20
Open	NBAZ - Warrant Clearing Account	Check	1073598	02/06/2019	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	10,850.00
Open	NBAZ - Warrant Clearing Account	Check	1073599	02/06/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,982.40
Open	NBAZ - Warrant Clearing Account	Check	1073600	02/06/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,231.10
Open	NBAZ - Warrant Clearing Account	Check	1073601	02/07/2019	Accounts Payable	DRYE, ROXANNE M	663.00
Open	NBAZ - Warrant Clearing Account	Check	1073602	02/13/2019	Accounts Payable	AAA OR NORTHERN CALIFORNIA, NEVADA & UTAH	1,536.00
Open	NBAZ - Warrant Clearing Account	Check	1073603	02/13/2019	Accounts Payable	ABEITA GLASS CO	3,220.00
Open	NBAZ - Warrant Clearing Account	Check	1073604	02/13/2019	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1073605	02/13/2019	Accounts Payable	AGENCY NW INVESTIGATIONS	290.00
Open	NBAZ - Warrant Clearing Account	Check	1073606	02/13/2019	Accounts Payable	ALLEGRA	2,223.01
Open	NBAZ - Warrant Clearing Account	Check	1073607	02/13/2019	Accounts Payable	ALPINE WATER AND SANITARY	91.71
Open	NBAZ - Warrant Clearing Account	Check	1073608	02/13/2019	Accounts Payable	ALSCO INC	154.67
Open	NBAZ - Warrant Clearing Account	Check	1073609	02/13/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	437.51
Open	NBAZ - Warrant Clearing Account	Check	1073610	02/13/2019	Accounts Payable	AMERIGAS - GALLUP	221.60
Open	NBAZ - Warrant Clearing Account	Check	1073611	02/13/2019	Accounts Payable	AMIGO CHEVROLET	2,314.92
Open	NBAZ - Warrant Clearing Account	Check	1073612	02/13/2019	Accounts Payable	ANDERSON, CHARLI A	362.50
Open	NBAZ - Warrant Clearing Account	Check	1073613	02/13/2019	Accounts Payable	APACHE COUNTY	266.01
Open	NBAZ - Warrant Clearing Account	Check	1073614	02/13/2019	Accounts Payable	AT&T	41.31
Open	NBAZ - Warrant Clearing Account	Check	1073615	02/13/2019	Accounts Payable	AT&T MOBILITY	127.11
Open	NBAZ - Warrant Clearing Account	Check	1073616	02/13/2019	Accounts Payable	AUTO SAFETY HOUSE LLC	412.54
Open	NBAZ - Warrant Clearing Account	Check	1073617	02/13/2019	Accounts Payable	AZ CONSTABLES ASSN	90.00
Open	NBAZ - Warrant Clearing Account	Check	1073618	02/13/2019	Accounts Payable	AZ COUNTIES INSURANCE POOL	587.00
Open	NBAZ - Warrant Clearing Account	Check	1073619	02/13/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	130.00
Open	NBAZ - Warrant Clearing Account	Check	1073620	02/13/2019	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	538.12

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073621	02/13/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	378.56
Open	NBAZ - Warrant Clearing Account	Check	1073622	02/13/2019	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	195.07
Open	NBAZ - Warrant Clearing Account	Check	1073623	02/13/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	460.94
Open	NBAZ - Warrant Clearing Account	Check	1073624	02/13/2019	Accounts Payable	BEGAY, SARAH MAE	275.00
Voided	NBAZ - Warrant Clearing Account	Check	1073625	02/13/2019	Accounts Payable	BENDER, JUDITH A	252.88
Open	NBAZ - Warrant Clearing Account	Check	1073626	02/13/2019	Accounts Payable	BIA, LOGAN	100.00
Open	NBAZ - Warrant Clearing Account	Check	1073627	02/13/2019	Accounts Payable	BIGELOW, MARIAN	255.44
Open	NBAZ - Warrant Clearing Account	Check	1073628	02/13/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	417.07
Open	NBAZ - Warrant Clearing Account	Check	1073629	02/13/2019	Accounts Payable	BRAIGIEL, MICHAEL T	54.18
Open	NBAZ - Warrant Clearing Account	Check	1073630	02/13/2019	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1073631	02/13/2019	Accounts Payable	BRIDES AUTO CENTER	38.37
Open	NBAZ - Warrant Clearing Account	Check	1073632	02/13/2019	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1073633	02/13/2019	Accounts Payable	BURRIS, JULIE	50.00
Open	NBAZ - Warrant Clearing Account	Check	1073634	02/13/2019	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	284.47
Open	NBAZ - Warrant Clearing Account	Check	1073635	02/13/2019	Accounts Payable	CASTILLO, ANNABELLE	145.64
Voided	NBAZ - Warrant Clearing Account	Check	1073636	02/13/2019	Accounts Payable	CASTILLO, MAYRA E	252.88
Open	NBAZ - Warrant Clearing Account	Check	1073637	02/13/2019	Accounts Payable	CASTILLO, TAMARA S	24.00
Voided	NBAZ - Warrant Clearing Account	Check	1073638	02/13/2019	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	223.00
Open	NBAZ - Warrant Clearing Account	Check	1073639	02/13/2019	Accounts Payable	CONTROL SOLUTIONS	139.00
Open	NBAZ - Warrant Clearing Account	Check	1073640	02/13/2019	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	204.00
Open	NBAZ - Warrant Clearing Account	Check	1073641	02/13/2019	Accounts Payable	DEMCO	115.16
Open	NBAZ - Warrant Clearing Account	Check	1073642	02/13/2019	Accounts Payable	DISH NETWORK	73.48
Open	NBAZ - Warrant Clearing Account	Check	1073643	02/13/2019	Accounts Payable	DOYLES AUTO BODY INC	264.28
Open	NBAZ - Warrant Clearing Account	Check	1073644	02/13/2019	Accounts Payable	EL CUPIDOS EXPRESS	91.67
Open	NBAZ - Warrant Clearing Account	Check	1073645	02/13/2019	Accounts Payable	ELITE LAUNDRY COMPANY INC	21.66
Open	NBAZ - Warrant Clearing Account	Check	1073646	02/13/2019	Accounts Payable	EMPIRE MACHINERY	1,282.68
Open	NBAZ - Warrant Clearing Account	Check	1073647	02/13/2019	Accounts Payable	ESRI INC	9,741.54
Open	NBAZ - Warrant Clearing Account	Check	1073648	02/13/2019	Accounts Payable	FITE, ROBERT L	67.86
Open	NBAZ - Warrant Clearing Account	Check	1073649	02/13/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	100.92
Open	NBAZ - Warrant Clearing Account	Check	1073650	02/13/2019	Accounts Payable	FRANK'S SUPPLY COMPANY INC	64.52
Open	NBAZ - Warrant Clearing Account	Check	1073651	02/13/2019	Accounts Payable	FREEMAN, JOHN L Junior	54.06
Open	NBAZ - Warrant Clearing Account	Check	1073652	02/13/2019	Accounts Payable	FRONTIER	822.33
Open	NBAZ - Warrant Clearing Account	Check	1073653	02/13/2019	Accounts Payable	GALL'S INC	10.00
Open	NBAZ - Warrant Clearing Account	Check	1073654	02/13/2019	Accounts Payable	GALLUP LUMBER & SUPPLY	169.34
Open	NBAZ - Warrant Clearing Account	Check	1073655	02/13/2019	Accounts Payable	GALLUP WATER WORKS	57.50
Open	NBAZ - Warrant Clearing Account	Check	1073656	02/13/2019	Accounts Payable	GLAXO SMITHKLINE PHARMACY	490.14
Open	NBAZ - Warrant Clearing Account	Check	1073657	02/13/2019	Accounts Payable	GLOBAL EQUIPMENT	192.84
Open	NBAZ - Warrant Clearing Account	Check	1073658	02/13/2019	Accounts Payable	GOLIGHTLY TIRE	2,338.12
Open	NBAZ - Warrant Clearing Account	Check	1073659	02/13/2019	Accounts Payable	GREAT AMERICA FINANCIAL SERVICES CORP	8,426.41
Open	NBAZ - Warrant Clearing Account	Check	1073660	02/13/2019	Accounts Payable	GREEN CLEAN CARPET & UPHOLSTERY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1073661	02/13/2019	Accounts Payable	GREER COMMUNITY FACILITIES	833.56
Open	NBAZ - Warrant Clearing Account	Check	1073662	02/13/2019	Accounts Payable	H & C STARTER AND ALTERNATOR	449.74
Open	NBAZ - Warrant Clearing Account	Check	1073663	02/13/2019	Accounts Payable	HAMBLIN LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1073664	02/13/2019	Accounts Payable	HATCH TOYOTA	54.00
Open	NBAZ - Warrant Clearing Account	Check	1073665	02/13/2019	Accounts Payable	HEAP, KLINI	1,356.10
Open	NBAZ - Warrant Clearing Account	Check	1073666	02/13/2019	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	330.04
Open	NBAZ - Warrant Clearing Account	Check	1073667	02/13/2019	Accounts Payable	HIGH COUNTRY PROPANE	2,311.61
Open	NBAZ - Warrant Clearing Account	Check	1073668	02/13/2019	Accounts Payable	HILL AZ GROCERY STORE	12.61
Open	NBAZ - Warrant Clearing Account	Check	1073669	02/13/2019	Accounts Payable	HILLYARD/FLAGSTAFF	222.40
Open	NBAZ - Warrant Clearing Account	Check	1073670	02/13/2019	Accounts Payable	HOME DEPOT	825.94

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073671	02/13/2019	Accounts Payable	HP2 INC	860.49
Open	NBAZ - Warrant Clearing Account	Check	1073672	02/13/2019	Accounts Payable	INGRAM LIBRARY SERVICES	106.84
Open	NBAZ - Warrant Clearing Account	Check	1073673	02/13/2019	Accounts Payable	INTAB INC	87.39
Open	NBAZ - Warrant Clearing Account	Check	1073674	02/13/2019	Accounts Payable	JIM, CLINTON	437.44
Open	NBAZ - Warrant Clearing Account	Check	1073675	02/13/2019	Accounts Payable	JONES, DENNISE L	421.06
Open	NBAZ - Warrant Clearing Account	Check	1073676	02/13/2019	Accounts Payable	KB WELDING INC	450.00
Open	NBAZ - Warrant Clearing Account	Check	1073677	02/13/2019	Accounts Payable	KELLER, CLETA	118.48
Open	NBAZ - Warrant Clearing Account	Check	1073678	02/13/2019	Accounts Payable	KONICA MINOLTA	290.98
Open	NBAZ - Warrant Clearing Account	Check	1073679	02/13/2019	Accounts Payable	KTNN RADIO STATION	2,518.56
Voided	NBAZ - Warrant Clearing Account	Check	1073680	02/13/2019	Accounts Payable	LANGUAGE LINE SERVICES INC	110.82
Open	NBAZ - Warrant Clearing Account	Check	1073681	02/13/2019	Accounts Payable	LATHAM, MICHAEL	990.16
Open	NBAZ - Warrant Clearing Account	Check	1073682	02/13/2019	Accounts Payable	LEE, NAM HO	421.00
Open	NBAZ - Warrant Clearing Account	Check	1073683	02/13/2019	Accounts Payable	LEGATE, PENROD & ASSOCIATES	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1073684	02/13/2019	Accounts Payable	LINDSEY, KAYLIN TERESA	254.04
Open	NBAZ - Warrant Clearing Account	Check	1073685	02/13/2019	Accounts Payable	LOGSDON, SHAWNA RENE	491.24
Open	NBAZ - Warrant Clearing Account	Check	1073686	02/13/2019	Accounts Payable	MASS TRANSCRIPTIONS	153.90
Open	NBAZ - Warrant Clearing Account	Check	1073687	02/13/2019	Accounts Payable	MATTICE, DEENA CHRISTINE	219.00
Open	NBAZ - Warrant Clearing Account	Check	1073688	02/13/2019	Accounts Payable	MIDWAY CHEVROLET	121,410.32
Open	NBAZ - Warrant Clearing Account	Check	1073689	02/13/2019	Accounts Payable	MIRANDA, OSCAR R	65.32
Open	NBAZ - Warrant Clearing Account	Check	1073690	02/13/2019	Accounts Payable	MUTH, DANIEL R	35.62
Open	NBAZ - Warrant Clearing Account	Check	1073691	02/13/2019	Accounts Payable	NACO	515.00
Open	NBAZ - Warrant Clearing Account	Check	1073692	02/13/2019	Accounts Payable	NATIONAL ASSOC COUNTY AND CITY HEALTH OFF	2,100.00
Open	NBAZ - Warrant Clearing Account	Check	1073693	02/13/2019	Accounts Payable	NATIONAL CONSTABLES AND MARSHALS ASSOC	410.00
Open	NBAZ - Warrant Clearing Account	Check	1073694	02/13/2019	Accounts Payable	NAVAJO SANITATION INC	263.12
Open	NBAZ - Warrant Clearing Account	Check	1073695	02/13/2019	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1073696	02/13/2019	Accounts Payable	NAVAJO TRACTOR SALES INC	280.00
Open	NBAZ - Warrant Clearing Account	Check	1073697	02/13/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	996.19
Open	NBAZ - Warrant Clearing Account	Check	1073698	02/13/2019	Accounts Payable	NAVAJO WESTERNERS	110.77
Open	NBAZ - Warrant Clearing Account	Check	1073699	02/13/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,952.98
Open	NBAZ - Warrant Clearing Account	Check	1073700	02/13/2019	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	737.00
Open	NBAZ - Warrant Clearing Account	Check	1073701	02/13/2019	Accounts Payable	NORTHLAND PIONEER COLLEGE	41,121.00
Open	NBAZ - Warrant Clearing Account	Check	1073702	02/13/2019	Accounts Payable	OCLC INC	79.21
Open	NBAZ - Warrant Clearing Account	Check	1073703	02/13/2019	Accounts Payable	OCTOPUS CAR WASH INC	20.95
Open	NBAZ - Warrant Clearing Account	Check	1073704	02/13/2019	Accounts Payable	ORIENTAL TRADING COMPANY	70.64
Open	NBAZ - Warrant Clearing Account	Check	1073705	02/13/2019	Accounts Payable	OTERO, MARY ELLEN D	34.80
Open	NBAZ - Warrant Clearing Account	Check	1073706	02/13/2019	Accounts Payable	OVERDRIVE INC	220.88
Open	NBAZ - Warrant Clearing Account	Check	1073707	02/13/2019	Accounts Payable	PACK SHACK	202.50
Open	NBAZ - Warrant Clearing Account	Check	1073708	02/13/2019	Accounts Payable	PARRACK (HIGH COUNTRY AWARDS), BRIAN K	93.15
Open	NBAZ - Warrant Clearing Account	Check	1073709	02/13/2019	Accounts Payable	PATTERSON, DANA BRYCE	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1073710	02/13/2019	Accounts Payable	PATTERSON, RYAN N	1,262.84
Open	NBAZ - Warrant Clearing Account	Check	1073711	02/13/2019	Accounts Payable	PENA, KERRY	491.24
Open	NBAZ - Warrant Clearing Account	Check	1073712	02/13/2019	Accounts Payable	PENWORTHY COMPANY	319.29
Open	NBAZ - Warrant Clearing Account	Check	1073713	02/13/2019	Accounts Payable	PERFECT PRINTZ LLC	821.61
Open	NBAZ - Warrant Clearing Account	Check	1073714	02/13/2019	Accounts Payable	PITNEY BOWES	786.62
Open	NBAZ - Warrant Clearing Account	Check	1073715	02/13/2019	Accounts Payable	PUBLIC RISK MANAGEMENT ASSOC - AZ CHAPTER	55.00
Open	NBAZ - Warrant Clearing Account	Check	1073716	02/13/2019	Accounts Payable	QUILL CORP	4,542.42
Open	NBAZ - Warrant Clearing Account	Check	1073717	02/13/2019	Accounts Payable	RDO EQUIPMENT CO	158.43
Open	NBAZ - Warrant Clearing Account	Check	1073718	02/13/2019	Accounts Payable	RHINEHART OIL CO	3,946.60
Open	NBAZ - Warrant Clearing Account	Check	1073719	02/13/2019	Accounts Payable	RIM COUNTRY MECHANICAL	744.42
Open	NBAZ - Warrant Clearing Account	Check	1073720	02/13/2019	Accounts Payable	RUSH TRUCK CENTER	378.63

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073721	02/13/2019	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1073722	02/13/2019	Accounts Payable	SANOFI PASTEUR INC	1,147.90
Open	NBAZ - Warrant Clearing Account	Check	1073723	02/13/2019	Accounts Payable	SCHIFF, LAURENCE	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1073724	02/13/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,095.40
Open	NBAZ - Warrant Clearing Account	Check	1073725	02/13/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	101.80
Open	NBAZ - Warrant Clearing Account	Check	1073726	02/13/2019	Accounts Payable	SHEPHERD, ALTON JOE	112.50
Open	NBAZ - Warrant Clearing Account	Check	1073727	02/13/2019	Accounts Payable	SHIRLEY, JOE Junior	171.60
Open	NBAZ - Warrant Clearing Account	Check	1073728	02/13/2019	Accounts Payable	SIERRA PROPANE	954.00
Open	NBAZ - Warrant Clearing Account	Check	1073729	02/13/2019	Accounts Payable	SMITH, TERRY D	36.60
Open	NBAZ - Warrant Clearing Account	Check	1073730	02/13/2019	Accounts Payable	SONORA QUEST LABORATORIES	606.30
Open	NBAZ - Warrant Clearing Account	Check	1073731	02/13/2019	Accounts Payable	SPARKLETT'S WATER	366.30
Open	NBAZ - Warrant Clearing Account	Check	1073732	02/13/2019	Accounts Payable	SPEEDY SALES AND SERVICE	432.00
Open	NBAZ - Warrant Clearing Account	Check	1073733	02/13/2019	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	200.00
Open	NBAZ - Warrant Clearing Account	Check	1073734	02/13/2019	Accounts Payable	ST JOHNS CITY	719.10
Open	NBAZ - Warrant Clearing Account	Check	1073735	02/13/2019	Accounts Payable	ST JOHNS GLASS	258.30
Open	NBAZ - Warrant Clearing Account	Check	1073736	02/13/2019	Accounts Payable	STANDARD ELECTRIC WHOLESALE LLC	104.50
Open	NBAZ - Warrant Clearing Account	Check	1073737	02/13/2019	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1073738	02/13/2019	Accounts Payable	STRADLING-COLLINS, SUEAN	63.20
Open	NBAZ - Warrant Clearing Account	Check	1073739	02/13/2019	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	136.50
Open	NBAZ - Warrant Clearing Account	Check	1073740	02/13/2019	Accounts Payable	SUN GLASS LLC	345.20
Open	NBAZ - Warrant Clearing Account	Check	1073741	02/13/2019	Accounts Payable	SW ECOLOGY LLC	2,346.20
Open	NBAZ - Warrant Clearing Account	Check	1073742	02/13/2019	Accounts Payable	SYMBOL ARTS	140.00
Open	NBAZ - Warrant Clearing Account	Check	1073743	02/13/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	460.40
Open	NBAZ - Warrant Clearing Account	Check	1073744	02/13/2019	Accounts Payable	TATES AUTO CENTER	58.00
Open	NBAZ - Warrant Clearing Account	Check	1073745	02/13/2019	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1073746	02/13/2019	Accounts Payable	THE EMBLEM AUTHORITY	357.50
Open	NBAZ - Warrant Clearing Account	Check	1073747	02/13/2019	Accounts Payable	TIFCO INDUSTRIES	343.00
Open	NBAZ - Warrant Clearing Account	Check	1073748	02/13/2019	Accounts Payable	TJP COMMUNICATIONS	425.00
Open	NBAZ - Warrant Clearing Account	Check	1073749	02/13/2019	Accounts Payable	TOTAL AUTO PROS WHOLESALE LLC	1,023.00
Open	NBAZ - Warrant Clearing Account	Check	1073750	02/13/2019	Accounts Payable	TOWN OF EAGAR	838.10
Open	NBAZ - Warrant Clearing Account	Check	1073751	02/13/2019	Accounts Payable	TOWN OF SPRINGERVILLE	72.20
Open	NBAZ - Warrant Clearing Account	Check	1073752	02/13/2019	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.50
Open	NBAZ - Warrant Clearing Account	Check	1073753	02/13/2019	Accounts Payable	TYLER TECHNOLOGIES INC	1,900.00
Open	NBAZ - Warrant Clearing Account	Check	1073754	02/13/2019	Accounts Payable	UNIFIRST CORPORATION	160.10
Open	NBAZ - Warrant Clearing Account	Check	1073755	02/13/2019	Accounts Payable	US POSTMASTER	60.00
Open	NBAZ - Warrant Clearing Account	Check	1073756	02/13/2019	Accounts Payable	VALLEY AUTO PARTS	1,618.70
Open	NBAZ - Warrant Clearing Account	Check	1073757	02/13/2019	Accounts Payable	VERITAS POLYGRAPH & INVESTIGATIONS	220.00
Open	NBAZ - Warrant Clearing Account	Check	1073758	02/13/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	3,250.00
Open	NBAZ - Warrant Clearing Account	Check	1073759	02/13/2019	Accounts Payable	VERIZON WIRELESS	1,069.00
Open	NBAZ - Warrant Clearing Account	Check	1073760	02/13/2019	Accounts Payable	WAITE, DELANA	219.00
Open	NBAZ - Warrant Clearing Account	Check	1073761	02/13/2019	Accounts Payable	WALKER, CARLA	250.00
Open	NBAZ - Warrant Clearing Account	Check	1073762	02/13/2019	Accounts Payable	WESTERN DRUG COMPANY	5.00
Open	NBAZ - Warrant Clearing Account	Check	1073763	02/13/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	2,072.70
Open	NBAZ - Warrant Clearing Account	Check	1073764	02/13/2019	Accounts Payable	WHITING, GARRET LEE	36.70
Open	NBAZ - Warrant Clearing Account	Check	1073765	02/13/2019	Accounts Payable	WILKINS, TAMMI JO	491.20
Open	NBAZ - Warrant Clearing Account	Check	1073766	02/13/2019	Accounts Payable	WILLIAMS, ROBERT BARRY	212.50
Open	NBAZ - Warrant Clearing Account	Check	1073767	02/13/2019	Accounts Payable	WILSON INVESTIGATIVE SERVICES	672.00
Open	NBAZ - Warrant Clearing Account	Check	1073768	02/13/2019	Accounts Payable	WOOD, ANTONIA	87.20
Open	NBAZ - Warrant Clearing Account	Check	1073769	02/13/2019	Accounts Payable	WOODLAND BUILDING CENTER	44.80
Open	NBAZ - Warrant Clearing Account	Check	1073770	02/13/2019	Accounts Payable	WORLD OF TRAVEL	1,775.80

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073771	02/13/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,103.85
Open	NBAZ - Warrant Clearing Account	Check	1073772	02/13/2019	Accounts Payable	AZ DEPT OF REVENUE	1,918.05
Voided	NBAZ - Warrant Clearing Account	Check	1073773	02/13/2019	Accounts Payable	DAHOZY, RODGER	252.85
Open	NBAZ - Warrant Clearing Account	Check	1073774	02/13/2019	Accounts Payable	LANGUAGE LINE SERVICES INC	108.12
Open	NBAZ - Warrant Clearing Account	Check	1073775	02/14/2019	Accounts Payable	SHEPHERD, ALTON JOE	49.00
Open	NBAZ - Warrant Clearing Account	Check	1073806	02/19/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	859.95
Open	NBAZ - Warrant Clearing Account	Check	1073807	02/19/2019	Accounts Payable	APACHE COUNTY FSA	678.25
Open	NBAZ - Warrant Clearing Account	Check	1073808	02/19/2019	Accounts Payable	APACHE COUNTY HSA	3,479.51
Open	NBAZ - Warrant Clearing Account	Check	1073809	02/19/2019	Accounts Payable	APACHE COUNTY MEDICAL	169,101.40
Open	NBAZ - Warrant Clearing Account	Check	1073810	02/19/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	134,451.05
Open	NBAZ - Warrant Clearing Account	Check	1073811	02/19/2019	Accounts Payable	ASRS LEGACY EORP	5,933.15
Open	NBAZ - Warrant Clearing Account	Check	1073812	02/19/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	103,910.95
Open	NBAZ - Warrant Clearing Account	Check	1073813	02/19/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1073814	02/19/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,448.95
Open	NBAZ - Warrant Clearing Account	Check	1073815	02/19/2019	Accounts Payable	CORP DISABILITY	58.35
Open	NBAZ - Warrant Clearing Account	Check	1073816	02/19/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,516.15
Open	NBAZ - Warrant Clearing Account	Check	1073817	02/19/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,923.35
Open	NBAZ - Warrant Clearing Account	Check	1073818	02/19/2019	Accounts Payable	EODCRS DISABILITY	12.25
Open	NBAZ - Warrant Clearing Account	Check	1073819	02/19/2019	Accounts Payable	EORP LEGACY	2,723.75
Open	NBAZ - Warrant Clearing Account	Check	1073820	02/19/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1073821	02/19/2019	Accounts Payable	GURSTEL LAW FIRM PC	118.75
Open	NBAZ - Warrant Clearing Account	Check	1073822	02/19/2019	Accounts Payable	NATIONWIDE	2,093.15
Open	NBAZ - Warrant Clearing Account	Check	1073823	02/19/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.05
Open	NBAZ - Warrant Clearing Account	Check	1073824	02/19/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,322.75
Open	NBAZ - Warrant Clearing Account	Check	1073825	02/19/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,987.85
Open	NBAZ - Warrant Clearing Account	Check	1073826	02/19/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	43,110.05
Open	NBAZ - Warrant Clearing Account	Check	1073827	02/19/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1073828	02/19/2019	Accounts Payable	SECURITY BENEFIT GROUP	345.00
Open	NBAZ - Warrant Clearing Account	Check	1073829	02/19/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,606.35
Open	NBAZ - Warrant Clearing Account	Check	1073830	02/20/2019	Accounts Payable	ABETTA GLASS CO	715.00
Open	NBAZ - Warrant Clearing Account	Check	1073831	02/20/2019	Accounts Payable	AGUERO, ROBIN R	491.55
Open	NBAZ - Warrant Clearing Account	Check	1073832	02/20/2019	Accounts Payable	ALCOPRO INC	273.00
Open	NBAZ - Warrant Clearing Account	Check	1073833	02/20/2019	Accounts Payable	ALPINE WATER AND SANITARY	71.20
Open	NBAZ - Warrant Clearing Account	Check	1073834	02/20/2019	Accounts Payable	ALSCO INC	494.85
Open	NBAZ - Warrant Clearing Account	Check	1073835	02/20/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,342.35
Open	NBAZ - Warrant Clearing Account	Check	1073836	02/20/2019	Accounts Payable	AMERICAS - GALLUP	1,573.85
Open	NBAZ - Warrant Clearing Account	Check	1073837	02/20/2019	Accounts Payable	AMIGO CHEVROLET	970.65
Open	NBAZ - Warrant Clearing Account	Check	1073838	02/20/2019	Accounts Payable	APACHE COUNTY SCHOOLS CONSORTIUM	3,300.00
Open	NBAZ - Warrant Clearing Account	Check	1073839	02/20/2019	Accounts Payable	ARANDA, OLIVIA C	504.15
Open	NBAZ - Warrant Clearing Account	Check	1073840	02/20/2019	Accounts Payable	ASHTONS REPAIR INC	404.95
Open	NBAZ - Warrant Clearing Account	Check	1073841	02/20/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	260.35
Open	NBAZ - Warrant Clearing Account	Check	1073842	02/20/2019	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,390.00
Open	NBAZ - Warrant Clearing Account	Check	1073843	02/20/2019	Accounts Payable	AZ SECRETARY OF STATE	68.00
Open	NBAZ - Warrant Clearing Account	Check	1073844	02/20/2019	Accounts Payable	BARCO PRODUCTS CO	2,178.55
Open	NBAZ - Warrant Clearing Account	Check	1073845	02/20/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	23.05
Open	NBAZ - Warrant Clearing Account	Check	1073846	02/20/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	139.25
Open	NBAZ - Warrant Clearing Account	Check	1073847	02/20/2019	Accounts Payable	BAZURTO, MALENA GENEVIEVE	130.95
Open	NBAZ - Warrant Clearing Account	Check	1073848	02/20/2019	Accounts Payable	BEGAY, SARAH MAE	365.00
Open	NBAZ - Warrant Clearing Account	Check	1073849	02/20/2019	Accounts Payable	BI INC	231.55
Open	NBAZ - Warrant Clearing Account	Check	1073850	02/20/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	585.45

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073851	02/20/2019	Accounts Payable	BRAD PETERSON B & B FABRICATIONS	1,805.50
Open	NBAZ - Warrant Clearing Account	Check	1073852	02/20/2019	Accounts Payable	BROWN, ASHLEE	24.00
Open	NBAZ - Warrant Clearing Account	Check	1073853	02/20/2019	Accounts Payable	BURRIS, JULIE	43.00
Open	NBAZ - Warrant Clearing Account	Check	1073854	02/20/2019	Accounts Payable	CALABAZA, STEPHANIE R	251.90
Open	NBAZ - Warrant Clearing Account	Check	1073855	02/20/2019	Accounts Payable	CDW GOVERNMENT LLC	12,210.80
Open	NBAZ - Warrant Clearing Account	Check	1073856	02/20/2019	Accounts Payable	CENGAGE LEARNING INC	93.50
Open	NBAZ - Warrant Clearing Account	Check	1073857	02/20/2019	Accounts Payable	CENTER POINT LARGE PRINT	44.30
Open	NBAZ - Warrant Clearing Account	Check	1073858	02/20/2019	Accounts Payable	CIRIVELLO, MICHAEL V	36.00
Open	NBAZ - Warrant Clearing Account	Check	1073859	02/20/2019	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	78.10
Open	NBAZ - Warrant Clearing Account	Check	1073860	02/20/2019	Accounts Payable	CONTROL SOLUTIONS	194.00
Open	NBAZ - Warrant Clearing Account	Check	1073861	02/20/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	678.20
Open	NBAZ - Warrant Clearing Account	Check	1073862	02/20/2019	Accounts Payable	CRISS CANDELAIRA LAW OFFICE	3,190.00
Open	NBAZ - Warrant Clearing Account	Check	1073863	02/20/2019	Accounts Payable	CROSBY FERRIN	65.60
Open	NBAZ - Warrant Clearing Account	Check	1073864	02/20/2019	Accounts Payable	CYTOCHECK LABORATORY LLC	37.40
Open	NBAZ - Warrant Clearing Account	Check	1073865	02/20/2019	Accounts Payable	DAHOZY, RODGER	12.90
Open	NBAZ - Warrant Clearing Account	Check	1073866	02/20/2019	Accounts Payable	DAVIS TRUE VALUE HARDWARE	15.20
Open	NBAZ - Warrant Clearing Account	Check	1073867	02/20/2019	Accounts Payable	DELL COMPUTER CORPORATION	172.70
Open	NBAZ - Warrant Clearing Account	Check	1073868	02/20/2019	Accounts Payable	DH PACE COMPANY INC	6,177.80
Open	NBAZ - Warrant Clearing Account	Check	1073869	02/20/2019	Accounts Payable	DIAMOND C FEEDS	6.50
Open	NBAZ - Warrant Clearing Account	Check	1073870	02/20/2019	Accounts Payable	DIAMOND DRUGS INC	9,817.80
Open	NBAZ - Warrant Clearing Account	Check	1073871	02/20/2019	Accounts Payable	DIAMOND MEDICAL SUPPLY	162.90
Open	NBAZ - Warrant Clearing Account	Check	1073872	02/20/2019	Accounts Payable	DUGDALE, BEN	103.10
Open	NBAZ - Warrant Clearing Account	Check	1073873	02/20/2019	Accounts Payable	E & E SERVICES INC	56.20
Open	NBAZ - Warrant Clearing Account	Check	1073874	02/20/2019	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	630.90
Open	NBAZ - Warrant Clearing Account	Check	1073875	02/20/2019	Accounts Payable	EMBASSY SUITES	387.20
Open	NBAZ - Warrant Clearing Account	Check	1073876	02/20/2019	Accounts Payable	EMPIRE MACHINERY	8,504.10
Open	NBAZ - Warrant Clearing Account	Check	1073877	02/20/2019	Accounts Payable	FERRELLGAS	1,476.00
Open	NBAZ - Warrant Clearing Account	Check	1073878	02/20/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	307.30
Open	NBAZ - Warrant Clearing Account	Check	1073879	02/20/2019	Accounts Payable	FREELAND, GABRIEL	92.00
Open	NBAZ - Warrant Clearing Account	Check	1073880	02/20/2019	Accounts Payable	FRONTIER	69.70
Open	NBAZ - Warrant Clearing Account	Check	1073881	02/20/2019	Accounts Payable	FRONTIER	98.30
Open	NBAZ - Warrant Clearing Account	Check	1073882	02/20/2019	Accounts Payable	FRONTIER	72.00
Open	NBAZ - Warrant Clearing Account	Check	1073883	02/20/2019	Accounts Payable	FRONTIER	74.70
Open	NBAZ - Warrant Clearing Account	Check	1073884	02/20/2019	Accounts Payable	FRONTIER	218.40
Open	NBAZ - Warrant Clearing Account	Check	1073885	02/20/2019	Accounts Payable	FRONTIER	188.30
Open	NBAZ - Warrant Clearing Account	Check	1073886	02/20/2019	Accounts Payable	FRONTIER	152.00
Open	NBAZ - Warrant Clearing Account	Check	1073887	02/20/2019	Accounts Payable	FRONTIER	166.40
Open	NBAZ - Warrant Clearing Account	Check	1073888	02/20/2019	Accounts Payable	FRONTIER	216.90
Open	NBAZ - Warrant Clearing Account	Check	1073889	02/20/2019	Accounts Payable	FRONTIER	158.20
Open	NBAZ - Warrant Clearing Account	Check	1073890	02/20/2019	Accounts Payable	FRONTIER	156.80
Open	NBAZ - Warrant Clearing Account	Check	1073891	02/20/2019	Accounts Payable	FRONTIER	24.70
Open	NBAZ - Warrant Clearing Account	Check	1073892	02/20/2019	Accounts Payable	FRONTIER	56.80
Open	NBAZ - Warrant Clearing Account	Check	1073893	02/20/2019	Accounts Payable	FRONTIER	4,530.00
Open	NBAZ - Warrant Clearing Account	Check	1073894	02/20/2019	Accounts Payable	FRONTIER	69.70
Open	NBAZ - Warrant Clearing Account	Check	1073895	02/20/2019	Accounts Payable	FRONTIER	1,287.30
Open	NBAZ - Warrant Clearing Account	Check	1073896	02/20/2019	Accounts Payable	FRONTIER	136.20
Open	NBAZ - Warrant Clearing Account	Check	1073897	02/20/2019	Accounts Payable	FRONTIER	102.80
Open	NBAZ - Warrant Clearing Account	Check	1073898	02/20/2019	Accounts Payable	FRONTIER	6.40
Open	NBAZ - Warrant Clearing Account	Check	1073899	02/20/2019	Accounts Payable	FRONTIER	269.00
Open	NBAZ - Warrant Clearing Account	Check	1073900	02/20/2019	Accounts Payable	FX TACTICAL LLC	638.40

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073901	02/20/2019	Accounts Payable	GALL'S INC	546.91
Open	NBAZ - Warrant Clearing Account	Check	1073902	02/20/2019	Accounts Payable	GRAY, LEVERIL	495.24
Open	NBAZ - Warrant Clearing Account	Check	1073903	02/20/2019	Accounts Payable	GURLEY MOTOR CO	88.60
Open	NBAZ - Warrant Clearing Account	Check	1073904	02/20/2019	Accounts Payable	H & C STARTER AND ALTERNATOR	125.09
Open	NBAZ - Warrant Clearing Account	Check	1073905	02/20/2019	Accounts Payable	HILL, PATRICIA	62.45
Open	NBAZ - Warrant Clearing Account	Check	1073906	02/20/2019	Accounts Payable	HILL AZ GROCERY STORE	31.65
Open	NBAZ - Warrant Clearing Account	Check	1073907	02/20/2019	Accounts Payable	HILL AZ GROCERY STORE	275.30
Open	NBAZ - Warrant Clearing Account	Check	1073908	02/20/2019	Accounts Payable	HILL YARD/FLAGSTAFF	1,582.22
Open	NBAZ - Warrant Clearing Account	Check	1073909	02/20/2019	Accounts Payable	HOME DEPOT	1,261.86
Open	NBAZ - Warrant Clearing Account	Check	1073910	02/20/2019	Accounts Payable	HUGHES SUPPLY INC (LAKEIDE)	50.63
Open	NBAZ - Warrant Clearing Account	Check	1073911	02/20/2019	Accounts Payable	IKARD & NEWSOM	276.65
Open	NBAZ - Warrant Clearing Account	Check	1073912	02/20/2019	Accounts Payable	INGRAM LIBRARY SERVICES	1,089.75
Open	NBAZ - Warrant Clearing Account	Check	1073913	02/20/2019	Accounts Payable	INTAB INC	165.39
Open	NBAZ - Warrant Clearing Account	Check	1073914	02/20/2019	Accounts Payable	JACKSON, GENEVA L	251.93
Open	NBAZ - Warrant Clearing Account	Check	1073915	02/20/2019	Accounts Payable	JAMESON, MICHELLE	39.99
Open	NBAZ - Warrant Clearing Account	Check	1073916	02/20/2019	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	126.99
Open	NBAZ - Warrant Clearing Account	Check	1073917	02/20/2019	Accounts Payable	KONICA MINOLTA	238.33
Open	NBAZ - Warrant Clearing Account	Check	1073918	02/20/2019	Accounts Payable	KTNN RADIO STATION	673.10
Open	NBAZ - Warrant Clearing Account	Check	1073919	02/20/2019	Accounts Payable	L R INVESTIGATIONS LLC	1,115.00
Open	NBAZ - Warrant Clearing Account	Check	1073920	02/20/2019	Accounts Payable	LAWSON PRODUCTS INC	74.07
Open	NBAZ - Warrant Clearing Account	Check	1073921	02/20/2019	Accounts Payable	LEE, NAM HO	742.21
Open	NBAZ - Warrant Clearing Account	Check	1073922	02/20/2019	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	105.08
Open	NBAZ - Warrant Clearing Account	Check	1073923	02/20/2019	Accounts Payable	MARRIOTT ST LOUIS GRAND	2,530.88
Open	NBAZ - Warrant Clearing Account	Check	1073924	02/20/2019	Accounts Payable	MCCARTHY, STEPHANIE	287.89
Open	NBAZ - Warrant Clearing Account	Check	1073925	02/20/2019	Accounts Payable	MOORE LAW FIRM PLLC	1,188.00
Open	NBAZ - Warrant Clearing Account	Check	1073926	02/20/2019	Accounts Payable	MOUNTAIN PEST CONTROL	60.00
Open	NBAZ - Warrant Clearing Account	Check	1073927	02/20/2019	Accounts Payable	NACO	515.00
Open	NBAZ - Warrant Clearing Account	Check	1073928	02/20/2019	Accounts Payable	NAPA	421.61
Open	NBAZ - Warrant Clearing Account	Check	1073929	02/20/2019	Accounts Payable	NAVAJO NATION	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1073930	02/20/2019	Accounts Payable	NAVAJO TRACTOR SALES INC	468.21
Open	NBAZ - Warrant Clearing Account	Check	1073931	02/20/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	8,598.79
Open	NBAZ - Warrant Clearing Account	Check	1073932	02/20/2019	Accounts Payable	NAVAJO WESTERNERS	80.27
Open	NBAZ - Warrant Clearing Account	Check	1073933	02/20/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	10,689.83
Open	NBAZ - Warrant Clearing Account	Check	1073934	02/20/2019	Accounts Payable	NEWMAN SIGNS INC	5,743.35
Open	NBAZ - Warrant Clearing Account	Check	1073935	02/20/2019	Accounts Payable	NOBLE, LARRY	251.93
Open	NBAZ - Warrant Clearing Account	Check	1073936	02/20/2019	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	1,388.25
Open	NBAZ - Warrant Clearing Account	Check	1073937	02/20/2019	Accounts Payable	OCTOPUS CAR WASH INC	17.30
Open	NBAZ - Warrant Clearing Account	Check	1073938	02/20/2019	Accounts Payable	OFFICE DEPOT	354.10
Open	NBAZ - Warrant Clearing Account	Check	1073939	02/20/2019	Accounts Payable	OVERDRIVE INC	1,255.74
Open	NBAZ - Warrant Clearing Account	Check	1073940	02/20/2019	Accounts Payable	PADILLA, DEBBIE L	277.45
Open	NBAZ - Warrant Clearing Account	Check	1073941	02/20/2019	Accounts Payable	PALMER, STORMY L	30.00
Open	NBAZ - Warrant Clearing Account	Check	1073942	02/20/2019	Accounts Payable	PARRACK (HIGH COUNTRY AWARDS), BRIAN K	57.85
Open	NBAZ - Warrant Clearing Account	Check	1073943	02/20/2019	Accounts Payable	PERFECT PRINTZ LLC	55.00
Open	NBAZ - Warrant Clearing Account	Check	1073944	02/20/2019	Accounts Payable	PITNEY BOWES	127.19
Open	NBAZ - Warrant Clearing Account	Check	1073945	02/20/2019	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1073946	02/20/2019	Accounts Payable	PREMIUM PROPANE LLC	585.27
Open	NBAZ - Warrant Clearing Account	Check	1073947	02/20/2019	Accounts Payable	QUALITY 1ST ROOFING INC	61,611.90
Open	NBAZ - Warrant Clearing Account	Check	1073948	02/20/2019	Accounts Payable	QUILL CORP	2,383.88
Open	NBAZ - Warrant Clearing Account	Check	1073949	02/20/2019	Accounts Payable	RDO EQUIPMENT CO	53.88
Open	NBAZ - Warrant Clearing Account	Check	1073950	02/20/2019	Accounts Payable	REDW LLC	11,000.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1073951	02/20/2019	Accounts Payable	REED'S TREE SERVICE	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1073952	02/20/2019	Accounts Payable	REIDHEAD SAND AND ROCK	2,637.64
Voided	NBAZ - Warrant Clearing Account	Check	1073953	02/20/2019	Accounts Payable	RESIDENCE INN WASHINGTON DOWNTOWN	1,506.00
Open	NBAZ - Warrant Clearing Account	Check	1073954	02/20/2019	Accounts Payable	RHINEHART OIL CO	16,807.71
Open	NBAZ - Warrant Clearing Account	Check	1073955	02/20/2019	Accounts Payable	RICOH USA INC	104.91
Open	NBAZ - Warrant Clearing Account	Check	1073956	02/20/2019	Accounts Payable	RIMROCK	28.81
Open	NBAZ - Warrant Clearing Account	Check	1073957	02/20/2019	Accounts Payable	RITE OF PASSAGE INC	4,808.10
Open	NBAZ - Warrant Clearing Account	Check	1073958	02/20/2019	Accounts Payable	ROUND VALLEY UNIFIED SCHOOLS	10.00
Open	NBAZ - Warrant Clearing Account	Check	1073959	02/20/2019	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1073960	02/20/2019	Accounts Payable	SAFETY KLEEN	523.00
Open	NBAZ - Warrant Clearing Account	Check	1073961	02/20/2019	Accounts Payable	SAFEMAY INC	87.71
Open	NBAZ - Warrant Clearing Account	Check	1073962	02/20/2019	Accounts Payable	SANDOVAL, PATRICK J	577.21
Open	NBAZ - Warrant Clearing Account	Check	1073963	02/20/2019	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	975.21
Open	NBAZ - Warrant Clearing Account	Check	1073964	02/20/2019	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1073965	02/20/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,263.50
Open	NBAZ - Warrant Clearing Account	Check	1073966	02/20/2019	Accounts Payable	SEM APPLICATIONS INC	102.00
Open	NBAZ - Warrant Clearing Account	Check	1073967	02/20/2019	Accounts Payable	SEXTON, CHRIS	771.50
Open	NBAZ - Warrant Clearing Account	Check	1073968	02/20/2019	Accounts Payable	SHELL OIL	1,160.41
Open	NBAZ - Warrant Clearing Account	Check	1073969	02/20/2019	Accounts Payable	SIERRA PROPANE	1,076.01
Open	NBAZ - Warrant Clearing Account	Check	1073970	02/20/2019	Accounts Payable	SKY BLUE HVAC LLC	76.00
Open	NBAZ - Warrant Clearing Account	Check	1073971	02/20/2019	Accounts Payable	SPARKLETT'S WATER	65.50
Open	NBAZ - Warrant Clearing Account	Check	1073972	02/20/2019	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	350.00
Open	NBAZ - Warrant Clearing Account	Check	1073973	02/20/2019	Accounts Payable	ST JOHNS CITY	1,182.31
Open	NBAZ - Warrant Clearing Account	Check	1073974	02/20/2019	Accounts Payable	ST JOHNS GLASS	367.40
Open	NBAZ - Warrant Clearing Account	Check	1073975	02/20/2019	Accounts Payable	SUBWAY	132.50
Open	NBAZ - Warrant Clearing Account	Check	1073976	02/20/2019	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	447.40
Open	NBAZ - Warrant Clearing Account	Check	1073977	02/20/2019	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	78.71
Open	NBAZ - Warrant Clearing Account	Check	1073978	02/20/2019	Accounts Payable	SW ECOLOGY LLC	1,480.00
Open	NBAZ - Warrant Clearing Account	Check	1073979	02/20/2019	Accounts Payable	SYMBOL ARTS	145.00
Open	NBAZ - Warrant Clearing Account	Check	1073980	02/20/2019	Accounts Payable	THOMPSON, ALENA	400.00
Open	NBAZ - Warrant Clearing Account	Check	1073981	02/20/2019	Accounts Payable	THOMSON REUTERS WEST	429.40
Open	NBAZ - Warrant Clearing Account	Check	1073982	02/20/2019	Accounts Payable	TOWN OF SPRINGERVILLE	161.00
Open	NBAZ - Warrant Clearing Account	Check	1073983	02/20/2019	Accounts Payable	TSO, KENDRA A	92.00
Open	NBAZ - Warrant Clearing Account	Check	1073984	02/20/2019	Accounts Payable	TWIN CITY HARDWARE - TCH SOUTHWEST	3,453.00
Open	NBAZ - Warrant Clearing Account	Check	1073985	02/20/2019	Accounts Payable	UDALL, FRANCELLE M	16.80
Open	NBAZ - Warrant Clearing Account	Check	1073986	02/20/2019	Accounts Payable	UDALL, SHERWOOD BOWEN	251.91
Open	NBAZ - Warrant Clearing Account	Check	1073987	02/20/2019	Accounts Payable	UDALL, W JEFFORY	55.60
Open	NBAZ - Warrant Clearing Account	Check	1073988	02/20/2019	Accounts Payable	UNIFIRST CORPORATION	53.11
Open	NBAZ - Warrant Clearing Account	Check	1073989	02/20/2019	Accounts Payable	US CORRECTIONS LLC	5,992.00
Open	NBAZ - Warrant Clearing Account	Check	1073990	02/20/2019	Accounts Payable	VALLEY AUTO PARTS	698.11
Open	NBAZ - Warrant Clearing Account	Check	1073991	02/20/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	10,276.60
Open	NBAZ - Warrant Clearing Account	Check	1073992	02/20/2019	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	297.00
Open	NBAZ - Warrant Clearing Account	Check	1073993	02/20/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	960.00
Open	NBAZ - Warrant Clearing Account	Check	1073994	02/20/2019	Accounts Payable	WHITING, GARRET LEE	512.41
Open	NBAZ - Warrant Clearing Account	Check	1073995	02/20/2019	Accounts Payable	WHITING, MICHAEL B	77.11
Open	NBAZ - Warrant Clearing Account	Check	1073996	02/20/2019	Accounts Payable	WOODLAND BUILDING CENTER	334.00
Open	NBAZ - Warrant Clearing Account	Check	1073997	02/20/2019	Accounts Payable	XEROX CORP	122.11
Open	NBAZ - Warrant Clearing Account	Check	1073998	02/26/2019	Accounts Payable	ELWOOD, JULIUS	41.00
Open	NBAZ - Warrant Clearing Account	Check	1073999	02/26/2019	Accounts Payable	FREELAND, GABRIEL	191.90
Open	NBAZ - Warrant Clearing Account	Check	1074000	02/26/2019	Accounts Payable	NEZ, FLORA	58.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1074001	02/26/2019	Accounts Payable	RESIDENCE INN WASHINGTON DOWNTOWN	1,442.62
Open	NBAZ - Warrant Clearing Account	Check	1074002	02/26/2019	Accounts Payable	SHEPHERD, ALTON JOE	340.68
Open	NBAZ - Warrant Clearing Account	Check	1074003	02/26/2019	Accounts Payable	TSO, KENDRA A	70.00
Open	NBAZ - Warrant Clearing Account	Check	1074004	02/27/2019	Accounts Payable	ALLEGRA	775.36
Open	NBAZ - Warrant Clearing Account	Check	1074005	02/27/2019	Accounts Payable	ALSCO INC	384.29
Open	NBAZ - Warrant Clearing Account	Check	1074006	02/27/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,169.75
Open	NBAZ - Warrant Clearing Account	Check	1074007	02/27/2019	Accounts Payable	AMAZON COM INC	353.29
Open	NBAZ - Warrant Clearing Account	Check	1074008	02/27/2019	Accounts Payable	AMERICAN PROBATION & PAROLE ASSOCIATION	1,575.00
Open	NBAZ - Warrant Clearing Account	Check	1074009	02/27/2019	Accounts Payable	AMERIGAS - GALLUP	137.55
Open	NBAZ - Warrant Clearing Account	Check	1074010	02/27/2019	Accounts Payable	AMIGO CHEVROLET	69.00
Open	NBAZ - Warrant Clearing Account	Check	1074011	02/27/2019	Accounts Payable	ARTTEES	246.57
Open	NBAZ - Warrant Clearing Account	Check	1074012	02/27/2019	Accounts Payable	ASHTONS REPAIR INC	1,260.61
Open	NBAZ - Warrant Clearing Account	Check	1074013	02/27/2019	Accounts Payable	ASPEN TIRE & OIL	41.98
Open	NBAZ - Warrant Clearing Account	Check	1074014	02/27/2019	Accounts Payable	AUTO SAFETY HOUSE LLC	349.11
Open	NBAZ - Warrant Clearing Account	Check	1074015	02/27/2019	Accounts Payable	AZ ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	175.00
Open	NBAZ - Warrant Clearing Account	Check	1074016	02/27/2019	Accounts Payable	AZ COUNTIES INSURANCE POOL	370.00
Open	NBAZ - Warrant Clearing Account	Check	1074017	02/27/2019	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	67.00
Open	NBAZ - Warrant Clearing Account	Check	1074018	02/27/2019	Accounts Payable	AZLGEBT	2,800.00
Open	NBAZ - Warrant Clearing Account	Check	1074019	02/27/2019	Accounts Payable	BAST, ELLEN RAE	652.74
Open	NBAZ - Warrant Clearing Account	Check	1074020	02/27/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	2,552.01
Open	NBAZ - Warrant Clearing Account	Check	1074021	02/27/2019	Accounts Payable	BEGAY, SARAH MAE	145.00
Open	NBAZ - Warrant Clearing Account	Check	1074022	02/27/2019	Accounts Payable	BEVINGTON, SHANE E	42.00
Open	NBAZ - Warrant Clearing Account	Check	1074023	02/27/2019	Accounts Payable	BOB BARKER COMPANY INC	862.92
Open	NBAZ - Warrant Clearing Account	Check	1074024	02/27/2019	Accounts Payable	BOWMAN, GLORIA	30.00
Open	NBAZ - Warrant Clearing Account	Check	1074025	02/27/2019	Accounts Payable	BRAUN NORTHWEST INC	37.36
Open	NBAZ - Warrant Clearing Account	Check	1074026	02/27/2019	Accounts Payable	BROWN, DEVIN	69.99
Open	NBAZ - Warrant Clearing Account	Check	1074027	02/27/2019	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	138.00
Open	NBAZ - Warrant Clearing Account	Check	1074028	02/27/2019	Accounts Payable	C&I SHOW HARDWARE & SWEURITY SYSTEMS INC	248.63
Open	NBAZ - Warrant Clearing Account	Check	1074029	02/27/2019	Accounts Payable	CELLULAR ONE NE AZ	583.26
Open	NBAZ - Warrant Clearing Account	Check	1074030	02/27/2019	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	223.00
Open	NBAZ - Warrant Clearing Account	Check	1074031	02/27/2019	Accounts Payable	CHAVEZ, VICTOR L	2,352.06
Open	NBAZ - Warrant Clearing Account	Check	1074032	02/27/2019	Accounts Payable	CHEVRON USA INC	92.84
Open	NBAZ - Warrant Clearing Account	Check	1074033	02/27/2019	Accounts Payable	CMS COMMUNICATIONS INC	144.40
Open	NBAZ - Warrant Clearing Account	Check	1074034	02/27/2019	Accounts Payable	COCONINO COUNTY	1,860.00
Open	NBAZ - Warrant Clearing Account	Check	1074035	02/27/2019	Accounts Payable	CONCHO SUPPLY LLC	181.00
Open	NBAZ - Warrant Clearing Account	Check	1074036	02/27/2019	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	539.31
Open	NBAZ - Warrant Clearing Account	Check	1074037	02/27/2019	Accounts Payable	COURTESY CHEVROLET	695.40
Open	NBAZ - Warrant Clearing Account	Check	1074038	02/27/2019	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	13,920.00
Open	NBAZ - Warrant Clearing Account	Check	1074039	02/27/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	316.07
Open	NBAZ - Warrant Clearing Account	Check	1074040	02/27/2019	Accounts Payable	CURTIS, ROGER STUART	301.02
Open	NBAZ - Warrant Clearing Account	Check	1074041	02/27/2019	Accounts Payable	DAHOZY, RODGER	15.60
Open	NBAZ - Warrant Clearing Account	Check	1074042	02/27/2019	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	319.95
Open	NBAZ - Warrant Clearing Account	Check	1074043	02/27/2019	Accounts Payable	DEDMAN, JOSEPH Junior	346.00
Open	NBAZ - Warrant Clearing Account	Check	1074044	02/27/2019	Accounts Payable	DELL COMPUTER CORPORATION	3,271.13
Open	NBAZ - Warrant Clearing Account	Check	1074045	02/27/2019	Accounts Payable	DIGITAL2YOU CC	90.45
Open	NBAZ - Warrant Clearing Account	Check	1074046	02/27/2019	Accounts Payable	DISH NETWORK	182.76
Open	NBAZ - Warrant Clearing Account	Check	1074047	02/27/2019	Accounts Payable	DRYE, ROXANNE M	946.97
Open	NBAZ - Warrant Clearing Account	Check	1074048	02/27/2019	Accounts Payable	EAGAR, BRANNON	426.00
Open	NBAZ - Warrant Clearing Account	Check	1074049	02/27/2019	Accounts Payable	EM HALE LAW	4,074.40
Open	NBAZ - Warrant Clearing Account	Check	1074050	02/27/2019	Accounts Payable	EMBASSY SUITES	580.86

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1074051	02/27/2019	Accounts Payable	ERHART, ANNA COLETTE	66.9
Open	NBAZ - Warrant Clearing Account	Check	1074052	02/27/2019	Accounts Payable	FERGUSON, KRISTIN	539.0
Open	NBAZ - Warrant Clearing Account	Check	1074053	02/27/2019	Accounts Payable	FERRELL GAS	1,084.6
Open	NBAZ - Warrant Clearing Account	Check	1074054	02/27/2019	Accounts Payable	FONTES, MIGUEL R	3,675.0
Open	NBAZ - Warrant Clearing Account	Check	1074055	02/27/2019	Accounts Payable	FRONTIER	420.3
Open	NBAZ - Warrant Clearing Account	Check	1074056	02/27/2019	Accounts Payable	FRONTIER	178.9
Open	NBAZ - Warrant Clearing Account	Check	1074057	02/27/2019	Accounts Payable	FRONTIER	97.3
Open	NBAZ - Warrant Clearing Account	Check	1074058	02/27/2019	Accounts Payable	FRONTIER	101.5
Open	NBAZ - Warrant Clearing Account	Check	1074059	02/27/2019	Accounts Payable	FRONTIER	933.7
Open	NBAZ - Warrant Clearing Account	Check	1074060	02/27/2019	Accounts Payable	FRONTIER	414.6
Open	NBAZ - Warrant Clearing Account	Check	1074061	02/27/2019	Accounts Payable	FRONTIER	808.1
Open	NBAZ - Warrant Clearing Account	Check	1074062	02/27/2019	Accounts Payable	FRONTIER	244.1
Open	NBAZ - Warrant Clearing Account	Check	1074063	02/27/2019	Accounts Payable	FRONTIER	21.3
Open	NBAZ - Warrant Clearing Account	Check	1074064	02/27/2019	Accounts Payable	FRONTIER	136.2
Open	NBAZ - Warrant Clearing Account	Check	1074065	02/27/2019	Accounts Payable	FRONTIER	331.9
Open	NBAZ - Warrant Clearing Account	Check	1074066	02/27/2019	Accounts Payable	FRONTIER	732.1
Open	NBAZ - Warrant Clearing Account	Check	1074067	02/27/2019	Accounts Payable	FRONTIER	369.1
Open	NBAZ - Warrant Clearing Account	Check	1074068	02/27/2019	Accounts Payable	FRONTIER	201.3
Open	NBAZ - Warrant Clearing Account	Check	1074069	02/27/2019	Accounts Payable	GALL'S INC	966.3
Open	NBAZ - Warrant Clearing Account	Check	1074070	02/27/2019	Accounts Payable	GUINN, ADA C	1,939.8
Open	NBAZ - Warrant Clearing Account	Check	1074071	02/27/2019	Accounts Payable	GUINN, RICHARD C	186.0
Open	NBAZ - Warrant Clearing Account	Check	1074072	02/27/2019	Accounts Payable	HANCOCK, PAUL	2,287.7
Open	NBAZ - Warrant Clearing Account	Check	1074073	02/27/2019	Accounts Payable	HILL AZ GROCERY STORE	121.6
Open	NBAZ - Warrant Clearing Account	Check	1074074	02/27/2019	Accounts Payable	HOME DEPOT	509.8
Open	NBAZ - Warrant Clearing Account	Check	1074075	02/27/2019	Accounts Payable	IKARD & NEWSOM	1,569.8
Open	NBAZ - Warrant Clearing Account	Check	1074076	02/27/2019	Accounts Payable	INGRAM LIBRARY SERVICES	3,699.9
Open	NBAZ - Warrant Clearing Account	Check	1074077	02/27/2019	Accounts Payable	INTERNATIONAL ASSOCIATION FOR PROPERTY & EVIDENCE	50.0
Open	NBAZ - Warrant Clearing Account	Check	1074078	02/27/2019	Accounts Payable	KISAANI CATERING SERVICE	550.0
Open	NBAZ - Warrant Clearing Account	Check	1074079	02/27/2019	Accounts Payable	KONICA MINOLTA	151.6
Open	NBAZ - Warrant Clearing Account	Check	1074080	02/27/2019	Accounts Payable	L R INVESTIGATIONS LLC	208.7
Open	NBAZ - Warrant Clearing Account	Check	1074081	02/27/2019	Accounts Payable	LAMM, DAVID	613.3
Open	NBAZ - Warrant Clearing Account	Check	1074082	02/27/2019	Accounts Payable	LATHAM, MICHAEL	3,832.8
Open	NBAZ - Warrant Clearing Account	Check	1074083	02/27/2019	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	53.3
Open	NBAZ - Warrant Clearing Account	Check	1074084	02/27/2019	Accounts Payable	MCCARTHY, STEPHANIE	265.8
Open	NBAZ - Warrant Clearing Account	Check	1074085	02/27/2019	Accounts Payable	MCKESSON MEDICAL SURGICAL	490.7
Open	NBAZ - Warrant Clearing Account	Check	1074086	02/27/2019	Accounts Payable	MOORE, JASON WAYNE	946.9
Open	NBAZ - Warrant Clearing Account	Check	1074087	02/27/2019	Accounts Payable	NAVAJO TRACTOR SALES INC	56.0
Open	NBAZ - Warrant Clearing Account	Check	1074088	02/27/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,405.3
Open	NBAZ - Warrant Clearing Account	Check	1074089	02/27/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	416.0
Open	NBAZ - Warrant Clearing Account	Check	1074090	02/27/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,852.6
Open	NBAZ - Warrant Clearing Account	Check	1074091	02/27/2019	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	3,907.0
Open	NBAZ - Warrant Clearing Account	Check	1074092	02/27/2019	Accounts Payable	NORTHLAND PIONEER COLLEGE	21.0
Open	NBAZ - Warrant Clearing Account	Check	1074093	02/27/2019	Accounts Payable	OFFICE DEPOT	1,196.9
Open	NBAZ - Warrant Clearing Account	Check	1074094	02/27/2019	Accounts Payable	OTERO, MARY ELLEN D	31.3
Open	NBAZ - Warrant Clearing Account	Check	1074095	02/27/2019	Accounts Payable	OVERDRIVE INC	47.9
Open	NBAZ - Warrant Clearing Account	Check	1074096	02/27/2019	Accounts Payable	PABLO'S UPHOLSTERY & SUPPLIES	395.0
Open	NBAZ - Warrant Clearing Account	Check	1074097	02/27/2019	Accounts Payable	PATTERSON, RYAN N	379.2
Open	NBAZ - Warrant Clearing Account	Check	1074098	02/27/2019	Accounts Payable	PERFECT PRINTZ LLC	185.5
Open	NBAZ - Warrant Clearing Account	Check	1074099	02/27/2019	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	43.1
Open	NBAZ - Warrant Clearing Account	Check	1074100	02/27/2019	Accounts Payable	PHOENIX SPRINGHILL SUITES	193.6

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1074101	02/27/2019	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1074102	02/27/2019	Accounts Payable	PLATT DDS, RANDOLPH	412.00
Open	NBAZ - Warrant Clearing Account	Check	1074103	02/27/2019	Accounts Payable	QUILL CORP	2,314.15
Open	NBAZ - Warrant Clearing Account	Check	1074104	02/27/2019	Accounts Payable	R&S NORTHEAST LLC	5.90
Open	NBAZ - Warrant Clearing Account	Check	1074105	02/27/2019	Accounts Payable	RHINEHART OIL CO	8,678.85
Open	NBAZ - Warrant Clearing Account	Check	1074106	02/27/2019	Accounts Payable	RUSH TRUCK CENTER	3,118.30
Open	NBAZ - Warrant Clearing Account	Check	1074107	02/27/2019	Accounts Payable	SAFETY KLEEN	790.30
Open	NBAZ - Warrant Clearing Account	Check	1074108	02/27/2019	Accounts Payable	SAFEWAY INC	134.35
Open	NBAZ - Warrant Clearing Account	Check	1074109	02/27/2019	Accounts Payable	SALAZAR, LAURA J	110.00
Open	NBAZ - Warrant Clearing Account	Check	1074110	02/27/2019	Accounts Payable	SANDOVAL, PATRICK J	159.25
Open	NBAZ - Warrant Clearing Account	Check	1074111	02/27/2019	Accounts Payable	SANOI PASTEUR INC	1,266.85
Open	NBAZ - Warrant Clearing Account	Check	1074112	02/27/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,053.15
Open	NBAZ - Warrant Clearing Account	Check	1074113	02/27/2019	Accounts Payable	SEQUIRUS USA INC	157.25
Open	NBAZ - Warrant Clearing Account	Check	1074114	02/27/2019	Accounts Payable	SEXTON, CHRIS	440.35
Open	NBAZ - Warrant Clearing Account	Check	1074115	02/27/2019	Accounts Payable	SIERRA PROPANE	2,251.65
Open	NBAZ - Warrant Clearing Account	Check	1074116	02/27/2019	Accounts Payable	SIMPLY BLINDS	283.35
Open	NBAZ - Warrant Clearing Account	Check	1074117	02/27/2019	Accounts Payable	SPARKLETT'S WATER	33.25
Open	NBAZ - Warrant Clearing Account	Check	1074118	02/27/2019	Accounts Payable	ST JOHNS EMERGENCY SERVICES	2,314.05
Open	NBAZ - Warrant Clearing Account	Check	1074119	02/27/2019	Accounts Payable	STRADLING-COLLINS, SUEAN	132.45
Open	NBAZ - Warrant Clearing Account	Check	1074120	02/27/2019	Accounts Payable	SW ECOLOGY LLC	710.00
Open	NBAZ - Warrant Clearing Account	Check	1074121	02/27/2019	Accounts Payable	TESSCO INC	58.95
Open	NBAZ - Warrant Clearing Account	Check	1074122	02/27/2019	Accounts Payable	THOMSON REUTERS WEST	2,380.75
Open	NBAZ - Warrant Clearing Account	Check	1074123	02/27/2019	Accounts Payable	US GEOLOGICAL SURVEY	3,100.00
Open	NBAZ - Warrant Clearing Account	Check	1074124	02/27/2019	Accounts Payable	VALLEY IMAGING SOLUTIONS	48.15
Open	NBAZ - Warrant Clearing Account	Check	1074125	02/27/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	3,450.00
Open	NBAZ - Warrant Clearing Account	Check	1074126	02/27/2019	Accounts Payable	VERIZON WIRELESS	1,804.85
Open	NBAZ - Warrant Clearing Account	Check	1074127	02/27/2019	Accounts Payable	VIP AWARDS	91.85
Open	NBAZ - Warrant Clearing Account	Check	1074128	02/27/2019	Accounts Payable	WAITE, DELANA	317.55
Open	NBAZ - Warrant Clearing Account	Check	1074129	02/27/2019	Accounts Payable	WESTLAND RESOURCES INC	292.55
Open	NBAZ - Warrant Clearing Account	Check	1074130	02/27/2019	Accounts Payable	WHITING, MICHAEL B	78.85
Open	NBAZ - Warrant Clearing Account	Check	1074131	02/27/2019	Accounts Payable	WOODLAND BUILDING CENTER	230.95
Open	NBAZ - Warrant Clearing Account	Check	1074132	02/27/2019	Accounts Payable	WRIGHT EXPRESS FSC	2,929.95
Open	NBAZ - Warrant Clearing Account	Check	1074133	02/27/2019	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	15,500.00
Open	NBAZ - Warrant Clearing Account	Check	1074134	02/27/2019	Accounts Payable	YELLOWHORSE, JAY	2,341.05
Open	NBAZ - Warrant Clearing Account	Check	1074135	02/27/2019	Accounts Payable	YELTON AND ASSOCIATES	10,050.00
Open	NBAZ - Warrant Clearing Account	Check	1074136	02/27/2019	Accounts Payable	YOUNG, JOSEPH	25.00
Open	NBAZ - Warrant Clearing Account	Check	1074137	03/04/2019	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	1,097.45

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

date/time stamp

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

County Manager _____

Date/Signature: _____

3/4/19 

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 February 5, 2019 and February 21, 2019.

BOS Meeting Date Requested 3/12/19

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 _____



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
February 5, 2019
St. Johns, Arizona

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

Chairman Shirley called to order the Board of Supervisors meeting at 8:35 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Kerry Pena led the Pledge of Allegiance.

Devin Brown gave the invocation.

Chairman Shirley called for the Public Health Services District items.

Chris Sexton, Health Director, requested approval of the service agreement with Banner Health (DBA as ENTECH) effective January 1, 2019 through December 31, 2021 for maintenance and repair service for equipment used in the Health District, and was budgeted for in FY19. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chris Sexton, Health Director, requested 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. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

Chairman Shirley called for the Flood Control District item.

Ferrin Crosby, County Engineer, requested 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. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Ferrin Crosby, County Engineer, Presented a power point presentation and update on the status of the Stanford (CR 8235) Road project assessment. No action was taken.

Mr. Patterson presented the Consent Agenda items A-C and recommended approval. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between January 2, 2019 and February 5, 2019. Payee Amount AZ DEPT OF HEALTH SERVICES 1,195.00 AZLGEBT 335,713.64 COVEY, JOSHUA T 2,100.00 CRISS CANDELARIA LAW OFFICE 3,085.50 MOORE, ALANE M 2,100.00 QUILL CORP 1,201.30 RIGG LAW FIRM PLLC 1,848.00 VERIZON WIRELESS 1,651.45 AMERIGAS – GALLUP 4,357.04 RHINEHART OIL CO 4,246.78 JIM, CLINTON 1,210.16 APACHE COUNTY HSA 3,539.57 APACHE COUNTY MEDICAL 167,994.56 APACHE COUNTY TAX WITHHOLDING 143,589.76 ASRS LEGACY EORP 5,933.16 AZ STATE RETIREMENT SYSTEM 106,953.76 COLONIAL LIFE AND ACCIDENT INS 1,569.03 CORRECTIONS OFFICER RET PLAN 9,528.00 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,475.13 EORP LEGACY 2,723.78 NATIONWIDE 1,985.92 NATIONWIDE TRUST FSB 3,314.54 PUBLIC SAFETY PERSONNEL 401 15,987.81 PUBLIC SAFETY SHERIFF RET 46,365.64 SUPPORT PAYMENT CLEARINGHOUSE 1,606.39 BAST, ELLEN RAE 1,367.14 BOWMAN, GLORIA 1,361.32 CASTILLO, FLORYBEL 1,120.80 HEAP, KLINT 1,275.00 NATIONAL BANK OF ARIZONA 0085 1,806.16 NATIONAL BANK OF ARIZONA 0186 1,671.69 AMAZON CAPITAL SERVICES INC (IT DEPT) 3,151.36 ARCHER MANUFACTURING 2,280.00 ARIZONA STATE FORESTRY DIVISION 4,330.32 AZ DEPARTMENT OF ENVIRONMENTAL QUALITY 4,520.00 BRADCO 19,489.23 CNS BUSINESS FORMS INC 1,207.44 CONTINUANT INC 1,015.20 CREATIVE MULTIMEDIA INC (CMI) 16,312.50 FERRELLGAS 2,389.84 FRONTIER 1,824.65 GALL'S INC 1,828.99 HILLYARD/FLAGSTAFF 1,633.84 HP2 INC 1,239.00 LESUEUR ADVANCE AUTOMOTIVE LLC 2,059.42 MASS TRANSCRIPTIONS 1,150.20 MOUNTAIN COMFORT HEATING AND COOLING 1,205.00 QUILL CORP 3,361.65 RHINEHART OIL CO 14,444.11 SECURUS TECHNOLOGIES INC 2,205.34 STAPLES CREDIT PLAN 1,935.63 SW ECOLOGY LLC 2,510.00 THE AARONS COMPANY LLC 3,000.00 TRINITY SERVICES GROUP INC 17,354.68 VALLEY AUTO PARTS 1,030.06 VERIZON WIRELESS 2,473.59 WAL-MART COMMUNITY 1,106.86 WRIGHT EXPRESS FSC 2,364.52 REDW LLC 4,162.50 ADHS AZ HEALTH CARE COST 22,400.00 AMERIGAS – GALLUP 3,181.61 ARIZONA STATE FORESTRY DIVISION 3,970.28 AZ COUNTIES WORKERS COMPENSATION PLAN 75,807.26 AZ SUPREME COURT 2,280.00 BLUE 360 MEDIA LLC 1,388.85 BLUE HILLS ENVIRONMENTAL 1,870.61 BREWER LAW OFFICE PLLC 8,500.00 COCONINO COUNTY 3,540.00 DIAMOND DRUGS INC 5,611.80 EMPIRE MACHINERY 10,339.84 GALLUP INDEPENDENT 3,109.04 GMCO CORPORATION 12,604.68 GOLIGHTLY TIRE 8,466.96 HAMBLIN & ASSOCIATES LLC 1,150.00 HAMBLIN LAW OFFICE PLC 8,500.00 HIGH COUNTRY PROPANE 1,583.02 HILLYARD/FLAGSTAFF 2,760.61 IKARD & NEWSOM 4,563.08 INGRAM LIBRARY SERVICES 1,819.83 KATHLEEN M MCGUIRE PSY D LLC 1,615.00 KB WELDING INC 1,543.20 LEADSONLINE LLC 2,238.00 LEGATE, PENROD & ASSOCIATES 8,500.00 MARATHON FITNESS 10,476.75 NAVAJO COUNTY FAMILY ADVOCACY CENTER

3,150.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,106.93 NAVAJO TRIBAL UTILITY
AUTHORITY 2,303.02 NAVOPACHE ELECTRIC COOPERATIVE 19,862.54 PATTERSON,
DANA BRYCE 8,500.00 PEPPERBALL 2,020.00 PINAL COUNTY ARIZONA 4,900.00
PREMIUM PROPANE LLC 1,217.18 QUILL CORP 3,150.46 RHINEHART OIL CO
1,289.77 RIM COUNTRY MECHANICAL 1,263.16 SAFE RESTRAINTS INC 2,724.24
SCHIFF, LAURENCE 1,800.00 SECURUS TECHNOLOGIES INC 1,678.39 SIERRA
PROPANE 2,218.18 SPORTS WORLD INC 1,077.00 ST JOHNS CITY 1,783.62
TASER INTERNATIONAL INC 19,682.17 TASER INTERNATIONAL INC 5,072.30
TRAK ENGINEERING INC 1,123.00 VALLEY AUTO PARTS 1,915.14 VERIZON
WIRELESS 1,031.07 YAVAPAI COUNTY GOVERNMENT 7,500.00 YELTON AND
ASSOCIATES 6,794.00 VERITAS RESEARCH CONSULTING 2,300.00 AZ DEPT OF
REVENUE 2,130.71 APACHE COUNTY HAS 3,469.57 APACHE COUNTY MEDICAL
167,703.19 APACHE COUNTY TAX WITHHOLDING 136,518.29 ASRS LEGACY EORP
5,933.16 AZ STATE RETIREMENT SYSTEM 105,367.52 COLONIAL LIFE AND
ACCIDENT INS 1,560.30 CORRECTIONS OFFICER RET PLAN 9,541.78 CORRECTIONS
OFFICER RETIREMENT PLAN 520 4,636.71 EORP LEGACY 2,723.78 NATIONWIDE
1,759.64 NATIONWIDE TRUST FSB 3,329.02 PUBLIC SAFETY PERSONNEL 401
15,987.81 PUBLIC SAFETY SHERIFF RET 45,423.18 SUPPORT PAYMENT
CLEARINGHOUSE 1,606.39 AMAZON CAPITAL SERVICES INC (IT DEPT)1,937.35
AMERIGAS – GALLUP 1,922.77 APEX SOFTWARE 1,295.00 AZ DEPT OF ECONOMIC
SECURITY 4,852.02 BAUMAN HOME AND AUTO INC 2,706.52 BILLS DISCOUNT
AUTO PARTS (NAPA) 2,806.83 BOB BARKER COMPANY INC 2,825.84 BRADCO
15,178.13 CATERPILLAR FINANCIAL SERVICES CORPORATION 22,761.21 CIVIL &
ENVIRONMENTAL CONSULTANTS INC 45,954.50 EM HALE LAW 1,740.20 EM
WHITING HOMESTEAD INC 2,800.00 EMBASSY SUITES 1,548.96 EMPIRE
MACHINERY 2,638.87 FRONTIER 1,146.89 FRONTIER 4,523.39 HIGH COUNTRY
PROPANE 1,886.17 HILLYARD/FLAGSTAFF 1,338.39 HOME DEPOT 1,104.53
IKARD & NEWSOM 1,212.64 INGRAM LIBRARY SERVICES 1,659.03 KONICA
MINOLTA 1,494.51 MARSHALL AND SWIFT BOECKH LLC 1,014.15 NATIONAL
CRIMINAL ENFORCEMENT ASSOC 2,100.00 NAVOPACHE ELECTRIC COOPERATIVE
3,385.19 PIMA COUNTY MEDICAL 2,300.00 QUILL CORP 2,494.37 RDO EQUIPMENT
CO 1,163.83 RHINEHART OIL CO 25,003.96 SHELL OIL 1,432.17 SHI INTERNATIONAL
CORP 1,162.69 SIERRA PROPANE 2,121.72 SUMMIT HEALTHCARE ASSOCIATION INC
1,012.00 SW ECOLOGY LLC 2,150.00 THE GUIDANCE CENTER 4,550.00 THE
UNIVERSITY OF ARIZONA 6,250.00 THOMSON REUTERS WEST 1,969.41 TJP
COMMUNICATIONS 1,000.86 US CORRECTIONS LLC 1,053.00 VALLEY AUTO PARTS
1,383.68 WALGREEN CO 1,787.37 WESTERN CONSTRUCTON COMPONENTS INC
10,000.00 WORLD OF TRAVEL 2,337.65 WRIGHT EXPRESS FSC 1,605.43 ABEITA
GLASS CO 4,380.00 AMAZON CAPITAL SERVICES INC (IT DEPT)1,107.54 AMERIGAS –
GALLUP 2,460.39 ARIZONA MOTORS SNOWFLAKE 3,390.46 AZ SUPREME COURT
1,750.25 AZLGEBT 330,028.11 BLUE HILLS ENVIRONMENTAL 28,844.48 BOOT BARN
1,211.35 CDW GOVERNMENT LLC 2,978.84 COCONINO COUNTY 1,860.00
COURTYARD - PHOENIX/AVONDALE 2,323.44 ESRI INC 3,085.35 GOLIGHTLY TIRE
1,231.58 GOVERNMENT FORMS & SUPPLIES LLC 2,170.00 IKARD & NEWSOM 2,375.07
INGRAM LIBRARY SERVICES 1,782.47 NAVAJO TRIBAL UTILITY AUTHORITY
6,171.38 NORCHEM DRUG TESTING LABORATORY 1,566.40 OVERDRIVE INC 1,620.81

PERFECT PRINTZ LLC 1,865.24 QUILL CORP 3,132.84 RHINEHART OIL CO 22,410.52
RIGG LAW FIRM PLLC 1,851.10 RUSH TRUCK CENTER 1,861.34 SECURUS
TECHNOLOGIES INC 1,113.87 SOUTHERN COUNTIES OIL COMPANY 17,546.16 ST
JOHNS EMERGENCY SERVICES 1,989.54 THOMSON REUTERS WEST 1,904.94 TOWN
OF SPRINGVILLE 1,082.92 US CORRECTIONS LLC 1,702.50 VERITAS RESEARCH
CONSULTING 3,400.00 VERIZON WIRELESS 2,511.78 YELLOWHORSE, JAY 1,013.25

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. Vote was unanimous.

Rodger Dahozy, County Assessor, requested approval of a contract to secure consulting services with Judy Bender effective February 25, 2019 through June 30, 2019. Mr. Dahozy stated the contract to be paid using existing assessor funds and will not exceed \$15,000 and the consultant will provide training/coaching to ensure a smooth transition and assimilation of new chief deputy in the Assessor's Office. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** David Peelman, a resident of Vernon, expressed his opposition to the approval of the contract. Mr. Shirley and Mr. Peelman held a discussion regarding the assessor's office. Marleita Begay, County Treasurer, stated she supports the contract with Ms. Bender. Vote was unanimous.

Malena Bazarro, on behalf of District III, requested approval to submit a proposal to Arizona Commerce Authority's "FY19 Economic Strength Projects Grant" for repairs for Highway 191. Ms. Bazarro stated the grant cannot exceed \$500,000 with a 10% match requirement and submission deadline is March 6, 2019. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to lease/purchase two (2) semi-truck tractors from Rush Peterbilt for District III. Mr. Crosby stated the cost is \$30,800 per year per unit (total Cost \$61,601 per year) for five (5) years under HGACBuy Contract #HT06-18. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Mr. Paul Kovacic, a resident of Vernon, asked if this was a lease or a purchase and who would be doing the maintenance on the trucks. Mr. Crosby stated it is a lease for five years and then the trucks will belong to the county, and the trucks come with a major warranty, and the minor maintenance and tire replacement will be done by the county. Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to extend the limestone contract with Salt River Project through April 30, 2019. Mr. Crosby stated the current contract will expire the end of February. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** George Walsh, a resident of Vernon, expressed concerns he has with the county approving the contract extension. Mr. Crosby responded to Mr. Walsh's concerns. County Attorney Whiting stated the contract extension is legal if the Board chooses to approve. Vote was unanimous.

Mr. Patterson requested approval to renew the ongoing Intergovernmental Agreement with Northland Pioneer College to provide educational programs and services in Apache County. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Patterson presented the item 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. **Mr. Simshauser moved to go into executive session, seconded by Mr. Shepherd.** Vote was unanimous.

Executive session was held at 9:03 a.m.

At 9:10 a.m., **Mr. Shepherd made the motion to reconvene from executive session to regular session, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Simshauser made the motion to table the item until next month's meeting, seconded by Mr. Shepherd. Vote was unanimous.

Mr. Whiting presented the item 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. **Mr. Shepherd moved to go into executive session, seconded by Mr. Simshauser.** Vote was unanimous.

Executive session was held at 9:14 a.m.

At 9:59 a.m., **Mr. Shepherd made the motion to reconvene from executive session into regular session, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Simshauser made the motion to authorize the County Attorney's Office to settle the Notice of Claim received from Brannon Eagar related to PSPRS Retirement benefits and bring back to the Board of Supervisors for final approval. Mr. Shepherd seconded the motion. Chief Deputy Brannon Eagar addressed the Board and stated it was a difficult decision to bring the claim against the county, but had no choice because his retirement was affected without his knowledge and after continued attempts to meet with the county attorney, he did meet with Chief Deputy Young one time; the county attorney refused to meet and the response he was told was to write a letter to the attorney general's office. Vote was unanimous.

Mr. Whiting presented the item 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). **Mr. Simshauser moved to go into executive session, seconded by Mr. Shepherd.** Vote was unanimous.

Sheriff Dedman addressed the Board and requested Chief Deputy Eagar, Commander Cirivello and he be included in executive session. Chairman Shirley stated the sheriff can join the executive session after the attorney has provided some legal advice. Sheriff Dedman stated he was putting the Board of Supervisors on notice that if he does not get legal representation for the sheriff's office, he wants to go outside the county and retain a law firm that can represent his office in the litigation.

Executive session was held at 10:04 a.m.

At 11:28 a.m., **Mr. Shepherd made the motion to reconvene from executive session into regular session, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Simshauser moved to authorize the county attorney's office to discuss settlement negotiations and fact findings concerning the Notice of Claim received from Jocelyn Baca and her Minor Child, E.B.; against Apache County, seconded by Mr. Shepherd. Vote was unanimous.

Mr. Patterson presented 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.

Chairman Shirley opened the floor for the call to the public.

Raymond Smith Jr., Delegate for the Navajo Nation, invited the Board to a Navajo transportation meeting on February 12th. Chairman Shirley requested Mr. Patterson post of the meeting.

David Peelman, a resident of Vernon, voiced his opinion regarding the possible transfer of emergency management, the use of county resources crossing state lines, and his belief there is misuse of county funds.

George Walsh, a resident of Vernon, expressed his concern with the need for the County Attorney to adopt the diversion fees. Mr. Walsh stated a facility fee schedule for the use of buildings in District I and District II has not been adopted. Mr. Walsh stated a fee schedule for the sale of limestone to private contractors, fees for the installation of culverts and the sale of map books that have never been adopted.

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

Approved this 12th day of March 2019.

Dr. Joe Shirley Jr.
Chairman of the Board

Ryan Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS EMERGENCY MEETING
February 21, 2019
St. Johns, Arizona

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

Chairman Shirley called to order the Emergency Board of Supervisors meeting at 8:46 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Patterson presented the item to declare that an emergency exists that requires that the Board of Supervisors to meet without the 24 hour notice and directing the Clerk of the Board of Supervisors to provide required notice under the Open Meeting Law. **Mr. Simshauser moved Approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented the item or approval of a resolution declaring a State of Emergency regarding the winter snow accumulation and ensuing mud and approval of a resolution that directs the administration to work with other state and federal agencies to assist stranded Apache County citizens due to damaged or impassable roads throughout the entire county and authorizes the Chairman of the Board to issue any proclamations concerning the current winter storm emergency as provided in A.R.S. 26-311. Mr. Patterson stated the Declaration will be in effect for the duration of the storm and residual mud issue through March 12, 2019. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

RESOLUTION 2019 -04
DECLARATION OF A STATE OF EMERGENCY

WHEREAS, it is the desire and duty of the Apache County Board of Supervisors to protect the health, safety and welfare of the citizens of Apache County;

WHEREAS, with the current and forecasted snow accumulations, many citizens of Apache County are stranded in their homes denying them access to food and medical assistance, endangering their lives and wellbeing, threatening damage their homes and property, and endangering their livestock;

WHEREAS, when current and forecasted snow melts, many of the roadways in Apache County will become impassable due to the mud and water runoff and otherwise damaging the roadways that will strand many citizens of Apache County in their homes denying them access to food and medical assistance, endangering lives and wellbeing;

WHEREAS, Apache County acknowledges and thanks federal, state, BIA and tribal agencies now assisting with the emergency;

WHEREAS, the Apache County Board of Supervisors, pursuant to Arizona Revised Statutes Section 26-301 et seq. declares a State of Emergency to exist on private, state, federal and tribal lands;

BE IT FURTHER RESOLVED, that Apache County will provide mutual aid to the affected areas in Apache County pursuant to its ordinances, emergency plans and intergovernmental agreements which shall include personnel, equipment and other available resources;

BE IT FURTHER RESOLVED, pursuant to Arizona Revised Statutes Section 26-311, the chairman of the Apache County Board of Supervisors is authorized to issue any proclamation necessary and permissible concerning the current snow and mud emergency declared by the resolution;

Approved this 21st day of February 2019.

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

ATTEST:
/s/ Ryan N. Patterson
Clerk of the Board

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

Approved this 12th day of March 2019.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Human Resources/District One

Patrick Sandover

John Smith

Date/Signature: *2/25/19*

J. McCarthy

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

Human Resources/District I: Request authorization to convert a vacant Road Maintenance Worker II position (Range 30) to a Road Maintenance Worker III position (Range 36).

BOS Meeting Date Requested March 12, 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

[Signature]

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name:

DISTRICT II

Alton Joe Shepherd

Date:

Signature:

Supervisor

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

District 2: Request approval to eliminate Senior Planner (range 48) position and create a Planning & Engineering Manager (48) position, and eliminate a Community Resources Liaison (46) position and create a Logistic & Support Services Manager (51) position.

Date & Time Needed: Tuesday, March 12, 2019

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



PLANNING & ENGINEERING MANAGER

Effective Date: 3/01/2019
Range: 48
Annual Salary: \$41,492 - \$62,238

NATURE OF WORK:

(Administrative Planning, Compliance, Road Inventory, Infrastructure Safety & Standards)

Under general supervision of the Elected Official and District Manager, the Planning and Engineering Manager will prepare and participate in the strategic planning of a comprehensive plan for District 2 improvements. The Manager will be responsible for assisting in the planning, designing, construction, maintenance and repair of County roads with the County Engineer. The Manager will be responsible for assisting in the Maintenance and Operations of County roads through Preventive, Corrective and Operational components including Betterment Projects, Rehabilitation and Construction of County roads as defined in AASHTO (American Association of State Highway and Transportation Officials). The Manager will organize, direct and integrate the planning services through Project and Construction Management of roads and other infrastructure projects. The Manager will be responsible for administration and operational direction to assist in all matters to support priority-based budgeting. The Manager will ensure timely preparation, completion and accurate work on projects and community planning issues. The Manager will interpret codes, regulations, plans, policies and functions for elected officials, citizens and the general public. The Manager will perform related duties as required or assigned.

TYPICAL DUTIES (May include but not limited to):

- Provide research, analyze and process sketch plans, preliminary plans and final maps of projects;
- Provide project schedules, plans and performance standards to the County Engineer;
- Provide general supervision of assigned employees, by assessing work and resolving work problems;
- Conduct site reviews and field evaluations to ensure compliance with regulations including AASHTO;
- Conduct research, data collection, surveys and interviews concerning planning activities and projects;
- Conduct inventory of the infrastructure of all public road surfaces, bridges, drainage structures, pavement markings and signs;
- Develop a maintenance program for work activities, maintenance inventory, quality standards, quantity standards and performance requirements;
- Respond to reports of violations and make recommendations for corrective actions and associated with permitting and other permits;
- Develop project tracking and variance reports, assemble risk management plans;
- Ensure projects are completed within budget and on time by Project Management Standards (PMI) to manage projects through the project lifecycles from initiation, planning, execution and closure;
- Participate for the District in designing and planning meetings; inform and advise the Supervisor and District Manager on local and regional community development and infrastructure planning issues.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Principles, practices and techniques of community planning & zoning graphic techniques and mapping;
2. Land use regulations and codes including techniques of planning research and its applications;
3. County, state and federal laws pertaining to community planning and community conservation;
4. Application of road stability materials, soil indexes, design parameters and technical layouts of roads;
5. Present & interpret planning requirements and objectives to interested groups and the general public;
6. Establish and maintain effective working relationships with employees, other agencies and the public;

7. Evaluate alternative solutions and develop sound conclusions, recommendations and courses of action;
8. Work independently, exercising judgment and initiative;
9. Manage situations firmly, courteously, tactfully and impartially;
10. Manage multiple capital improvement projects; coordinates CIP (capital improvement) project activities with departments, retained engineers and outside agencies and utilities;
11. Knowledge in autoCAD and civiltech on design, structure and road construction;
12. Knowledgeable in principles and techniques of community development planning and services, code enforcement;
13. Rely on extensive experience and judgement to plan and accomplish goals;
14. Perform a variety of complex tasks including leading and directing the work of others.

EDUCATIONAL REQUIREMENTS:

Bachelor's Degree in planning or other closely related field and five (5) years of related work experience, including some supervisory or administrative experience; **OR**, any combination of experience, education and training which demonstrates the ability to perform the duties of the position. A wide degree of creativity and latitude is required. Must possess a valid Driver License, High School diploma or GED equivalent.



LOGISTIC & SUPPORT SERVICES MANAGER

Effective Date: 3/1/2019
Range: 51
Annual Salary: \$44,682 - \$67,024

NATURE OF WORK:

(Enhance Partnerships, Community Outreach, Public Education, Facility and Fleet Management)

Under general supervision of the Elected Official and District Manager, the Logistic and Support Services Manager is responsible for District activities, interaction with community leadership and organizations. The Manager will focus on government at the local, state and national levels for collaboration on District initiatives. The Manager will work on community outreach and public education on District road operations. The Manager will develop partnerships with governmental and tribal entities for cooperation on District plans. The Manager will ensure proper management of all facilities, property, fleet and heavy equipment for District operations including IT and security matters. The Manager will perform related duties as required or assigned.

TYPICAL DUTIES (May include but not limited to):

- Participates in multiple venues as requested by the Supervisor and present reports;
- Facilitate discussions with community leaders to identify concerns;
- Ensure effective communication and cooperation between the District, entities and organizations;
- Collaborate with federal, state and tribal entities to enhance outreach to community education;
- Ensure plans to enhance the vision and diversity of the area and encourage community participation and partnerships;
- Ensure the managing and prioritizing of all facility, property and fleet repairs and maintenance;
- Coordinate development and implementation of systems, policies and procedures for District Operations;
- Develop and oversee various partnership programs involving staff and community organizations;
- Ensure District properties are responsive and prepared for staff to carry out operations;
- Assure grounds and property are protected and secured for operations, the general public and personnel;
- Measure and evaluate effectiveness of safety program, utilizing established goals;
- Conceptualize, develop & facilitate implementation of projects for public relations & governmental affairs;
- Promote road and District initiatives through educational material & provide a channel of communication between the District & communities; and
- Identify prospective individuals & corporate donors to support specific District 2 community educational initiatives.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Demonstrate managerial experience and capabilities in Public Relations and Government;
2. Coordinate and schedule with various programs, organizations or entities;
3. Establish effective working relationships with employees, entities and the community;
4. Examine different information and make decisions based on needs, goals and budget concerns
5. Oversee and motivate employees and impose disciplinary action when necessary;
6. Skilled in facilitating teamwork and coordinating efforts for the successful achievement of goals;
7. Effectively present information and respond to questions from officials and the general public;
8. Familiar with all aspects of local fundraising, special events, public relations and volunteer management;
9. Exceptional organizational skills with ability to effectively manage multiple projects and priorities; and
10. Excellent supervisory and management skills and ability to resolve conflicts, grievances, confrontations or disagreements in a constructive manner.

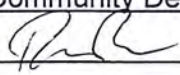
MINIMUM QUALIFICATIONS:

Two (2) years of experience in public relations or a closely related field, and five (5) years of progressively responsible administrative experience; **OR**, any combination of academic education, professional training or work experience which demonstrates the ability to perform the duties of the position. Be familiar with a variety of the field's concepts, practices and procedures; rely on extensive experience and judgement to plan and accomplish goals; performs a variety of complex tasks; and leads and directs the work of others. A wide degree of creativity and latitude is required. Must possess a valid Driver License, High School diploma or GED equivalent.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature:  2/20/19

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

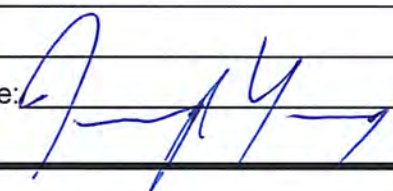
Concho CAN!, is a 501(c)(3) nonprofit organization requesting to waive the \$1,112 building permit fee to build a community center in the Concho area to hold various community events and activities. The property is located on the frontage road just north of the Sugar Shack in Concho, AZ. A.P.N. 201-30-003.

BOS Meeting Date Requested: March 12, 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 

FEE WAIVER APPLICATION

Applicant Information:

Name Concho CAN Phone Number 928-245-0096
Mailing Address PO Box 762, Concho State Az Zip Code 85924
Contact Person Daniel Thompson Phone Number 928-245-0096
Email concho.can.2002@gmail.com

Type of Application: Building permit Amount of Request \$ _____

Reason for request and conformance to the fee waiver policy:

Concho CAN is a non profit 501 C 3 who's purpose is
to help Bring The community together and help its residents
w/access to needed services and Resources.
It is supported by donations.

Signature of Applicant [Signature] Date 2/14/2019
Signature of Owner (if not applicant) _____ Date _____

FOR OFFICIAL USE ONLY

Received By _____	Date _____
Administration Action	
☐ Approved	☐ Denied
Signature _____	Date _____
Board Action	
☐ Approved	☐ Denied
Signature _____	Date _____
2/12/2019	

Staff Report

From: Devin Brown, Community Development Director

Re: Fee Waiver Request by Concho CAN!

Date: February 19, 2019

The nonprofit group Concho CAN! is wanting to build a community center in Concho. The zoning application for this project was approved by the Board a few months ago. The group is now ready to start building the community center, which requires a fee for the building inspections. The fee would be approximately \$1,112. Concho CAN! is requesting a waiver of this fee.

In 2018, the Board adopted a Fee Waiver Policy for the Community Development Department (see attached). Under that policy, applications that demonstrate a community benefit, or applications by nonprofit or community-based organizations are eligible to have fees waived.

Recommendation:

Concho CAN! is a 501(c)(3) nonprofit organization who is building a community center that could benefit all of Concho. Therefore, we recommend waiving the building permit fee of \$1,112.

RESOLUTION 2018-07

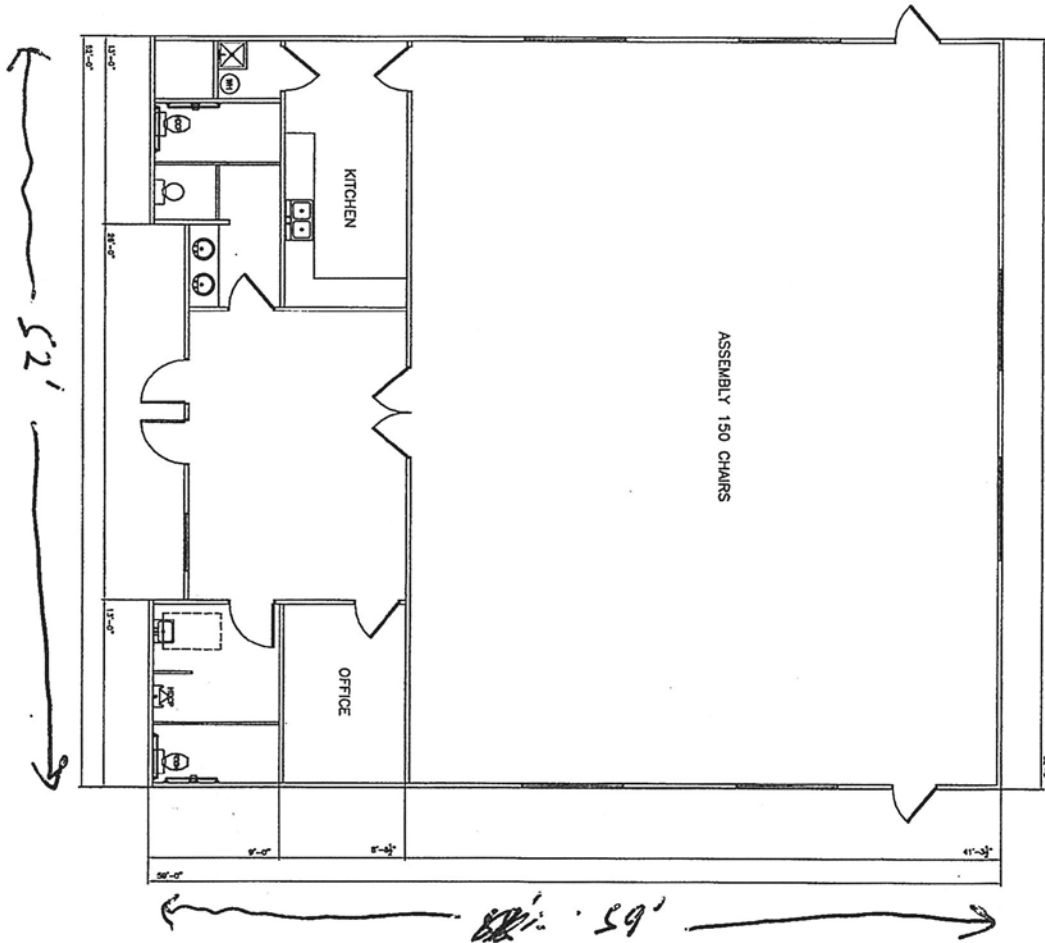
FEE WAIVER POLICY FOR THE COMMUNITY DEVELOPMENT DEPARTMENT

1. The Board of Supervisors may consider and approve a request for a full or partial waiver of fees when one of the following criteria is demonstrated and met:
 - a. An application that demonstrates a bona-fide community benefit. Evidence of community benefit includes, but is not limited to, projects that:
 - i. are available for use by the general public.
 - ii. meet a public need previously identified or recognized by the Board of Supervisors.
 - iii. would either reduce costs for the general taxpayer or increase tax revenue.
 - b. Applications by non-profit or community-based organizations providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing. E.g. emergency or economic assistance, or basic sustenance needs (emergency food, shelter, etc.)
 - c. Permits required as a result of criminal acts perpetrated against the applicant.
 - d. Proposed Comprehensive Plan Amendments or Zoning Ordinance Text Amendments or Zoning Map Amendments when the proposed amendment is in the general public interest rather than for the benefit of a single or restricted class of properties or owners, or is proposed for a specific development permit or other land use permit.
 - e. Permit fees resulting from an enforcement action under the Zoning Ordinance or Building Code, where the violation to be remedied is not the fault of the current property owner.
 - f. Permit fees for the repair or reconstruction of property and structures damaged or destroyed by an act or event that has been declared a disaster or emergency by the Board of Supervisors.
 - g. Applications by persons age 65 or over on a fixed, "very low income" as defined by Housing and Urban Development.
 - i. To qualify, the zoning or building application must be for the person's residence that he or she currently lives in or will live in once it is constructed.
 - h. An application by a government agency.
2. The Apache County Community Development Director has authority to approve a full or partial waiver of fees when one of the following criteria is demonstrated and met:
 - a. Fees collected are for service not performed
 - b. Fees duplicate another fee or charge for a service for which a fee has already been collected.
 - c. Fees incurred due to a process error by county staff.

3. The Community Development Department shall require persons requesting a fee waiver to provide information and documentation that demonstrates how the project qualifies under the provisions of this policy.

PASSED AND ADOPTED by the Apache County Board of Supervisors May 1, 2018

3068 SF



PROFESSIONAL STAMP

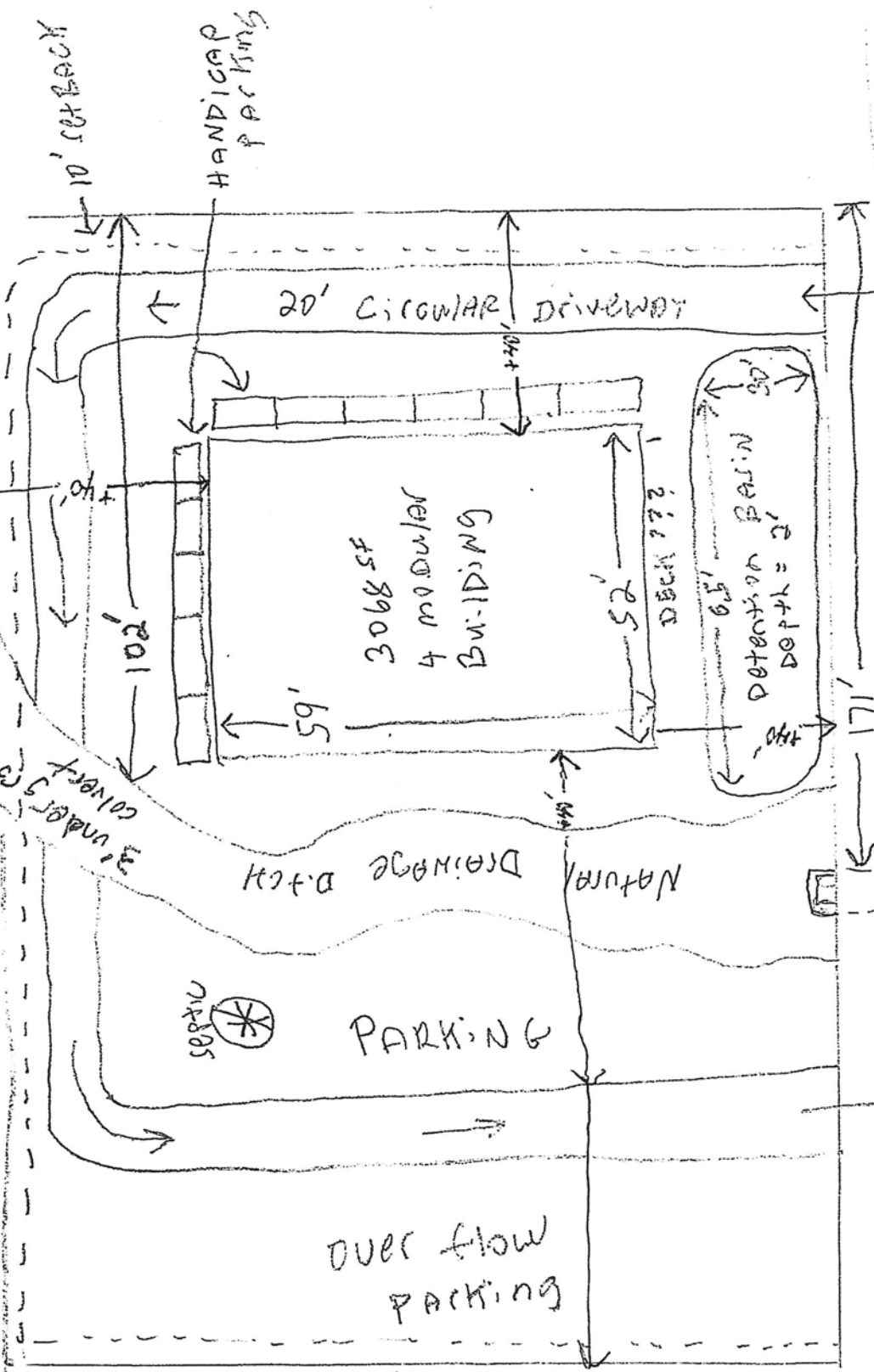
Modular Solutions, Ltd. The Complete Modular Building Company 5435 E. 41 AVENUE PHOENIX, AZ 85043 (602) 953-8711		X X X X		<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS				NO.	DATE	BY	DESCRIPTION																
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DATE: _____ DRAWN BY: _____ PROJECT NO.: _____ SHEET NO.: _____	This document, the ideas and designs incorporated herein are an instrument of service to the property of Modular Solutions, LTD and it is not to be used in whole or in part without written authorization of Modular Solutions, LTD. Modular Solutions, LTD retains all common law, statutory and other reserved rights, including the copyright, therein.																											

Back Property Line

Back Property Line

Dirt Access Road

Dirt Access Road



Frontage Road

Exit

3' culvert

Entrance

Diagram 1

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: 2/20/19

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

Discussion, consideration and approval of a Zone Change application for Robert Lansford to rezone his 40-acre lot from Agricultural General (AG) to Light Commercial Zone (C1). Mr. Lansford would like to expand his existing vineyard to include a wine tasting room, a reception hall, and a small electric train to transport patrons through the vineyard. The property is located in Concho, AZ, unit 2 of the Rancho Alegre Subdivision, next to the Lavender Farm. A.P.N. 212-62-088.

BOS Meeting Date Requested: March 12, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: [Signature]

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: [Signature]

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials [Signature]

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER
Zone Change for Vineyard in ConchoAPPLICANT/PROPERTY OWNER
Robert LansfordHEARING DATE
March 12, 2019PROPERTY ADDRESS/LOCATION
Lot 88 Rancho Alegre, CR 5309, Concho, AZ**BRIEF SUMMARY OF REQUEST**

Applicant wants to rezone to Light Commercial Zone, which allows for amusement or entertainment establishments. Applicant already has a vineyard on site (grape vines, irrigation lines, agricultural equipment). The vineyard itself is exempt from zoning under Arizona law. Applicant now wants to add a wine tasting building and reception hall, various outbuildings for storage, and a small electric train to take people through the vineyards. These commercial uses of the property require rezoning or CUP.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General Zone	Vineyard, residential	Residential lots – mostly vacant. Lavender Farm	One home, metal storage building, large shed, wellhouse	40 acres

COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN

The Concho Community Plan discusses the need for economic development and tourism. A winery with a reception hall could help with those goals.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

Using the vineyard as a commercial center for wine tasting, selling wine, or amusement such as having a small train, could conflict with residential use. So a rezoning is required. The Light Commercial Zone is the one zone that seems to fit this type of use best, because it allows entertainment and amusement establishments.

PROPERTY INFORMATION

The property currently has a house with a couple outbuildings, and is right next to the Lavender Farm, which also has a vineyard and wine tasting building. The parcel sits just east of a mostly-empty residential subdivision. Applicant and our staff sent notices to everyone within 500 feet, with no responses.

P&Z Commission Recommendation – Approve with Condition

The Planning & Zoning Commission recommends approval of this zone change with one condition:

- 1) that the majority of the project must be completed within 3 years or it reverts back to the Agricultural General Zone

This condition ensures the property will be used for what is intended—a vineyard and reception hall—and will not be used for some other purpose incompatible with the area.



APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

ZONE CHANGE APPLICATION

APPLICANT

Name Robert Lanford
 Mailing Address 3535 Landfair Rd
Pasadena, CA 91107
 Contact Person Robert Lanford
 Phone (626) 390-3480 Fax _____
 Email LANSFORD ROOF INC@hotmail.com
 Status (Owner, Lessee, Agent, etc.) Owner

PROPERTY INFORMATION

Assessor's Parcel # 212-62-088
 Township 13N Range 24S Section 29
 Subdivision Rancho Alegre
 Unit # 2 Lot # 88
 Address/Location House 39
County Road 5309
Concho, AZ 85924
 Lot Size 40 Acres

USE

Existing Zone Agricultural
 Requested Zone Commercial
 Existing Use of the Property Vineyard
 Proposed Use of the Property Vineyard

SUBMITTAL CHECKLIST

- ☒ Pre-application meeting with a staff planner of the Community Development Department.
- ☒ A Citizen participation plan (See reverse)
- ☒ A non-refundable filing fee \$600.00 (See reverse)
- ☒ A typewritten narrative describing the request and conformance to the findings for a zone change. (See reverse)
- ☒ 17 copies of the proposed site plan- scaled and dimensioned-detailing property boundaries; existing improvements and used; and proposed improvements and uses.
- ☒ A typewritten list of names and addresses of all property owners within 300 feet of subject property.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

[Signature] Date 1/10/2019

Signature of Property Owner (if not the applicant)

 Date _____

OFFICE USE ONLY

Received By Sprance Date 1/2/2019
 Receipt # _____ Fee 600.00
 Permit # 2019-01
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

COMMISSION ACTION

- Approved with Conditions (see attachments) •

Denied _____

Commissioner [Signature] Date 2/2/2019

BOARD ACTION

- Approved with Conditions (see attachments) •

Denied _____

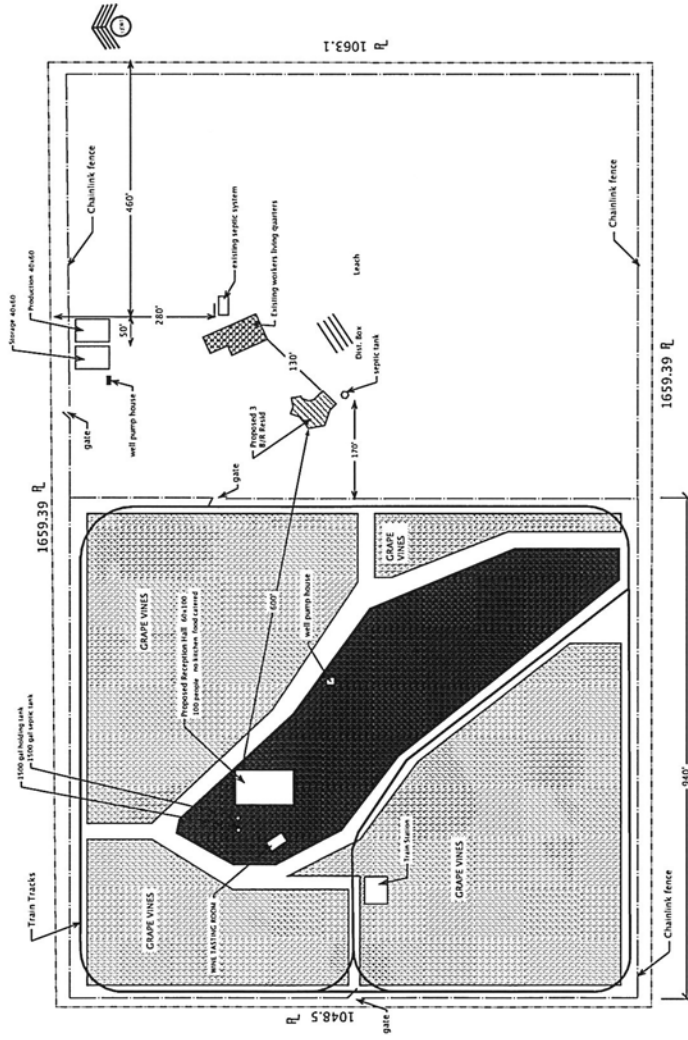
Supervisor _____ Date _____

4/19/2016

Robert Lansford
 House 39
 County rd. 5309
 Concho, Az.
 PH#(626)390-3480

Parcel Number 212-62-088
 Legal: SEC29 T13N R26E, RANCHO ALEGRE UNIT 2 LOT 88

Chainlink fence
 GRAPE VINES
 Train Tracks
 SCALE 1"=100'









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

date/time stamp

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

County School Superintendent – R. Barry Williams

Date/Signature: 3/4/2019

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

Providing the annual report of revenues and expenditures of the Apache County Schools Business Consortium.

BOS Meeting Date Requested 3/12/2019

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 RB

APACHE COUNTY SCHOOLS BUSINESS CONSORTIUM

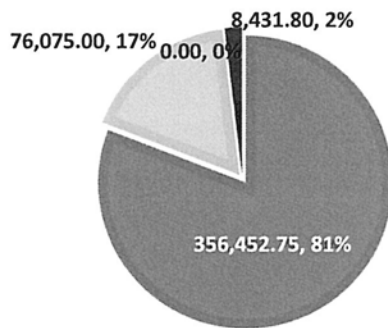
Annual Report of Revenues and Expenditures

FY18/19

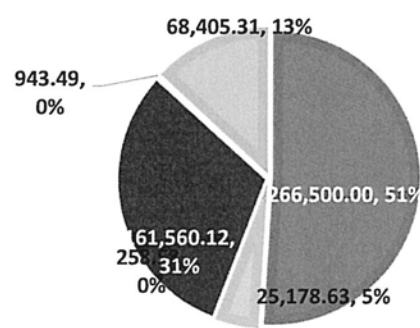
REVENUES

	Fiscal Year 16-17	Fiscal Year 17-18	Fiscal Year 18-19 (Through 2/28/2019)
Member Schools & Libraries	493,006.50	519,775.00	356,452.75
I.GA/MOU (Entities)	95,535.00	70,935.00	76,075.00
USAC (Universal Service Admin Company) (E-RATE)	315,520.01	220,898.96	0.00
Interest & Rental	7,786.01	11,415.47	8,431.80
Total Revenues	911,847.52	823,024.43	440,959.55

REVENUES FY 17-18



EXPENDITURES FY 17-18



EXPENDITURES

	Fiscal Year 16-17	Fiscal Year 17-18	Fiscal Year 18-19 (Through 2/28/2019)
6100, 6200 Salaries and Benefits	318,914.25	300,318.77	* 266,500.00
6300 Purchased Services	36,916.18	42,882.10	25,178.63
6400 Purchased Property Services (Repair & Maintenance)	4,041.73	1,254.42	258.53
6500 Other Purchased Services (Communications)	232,873.81	238,916.82	161,560.12
6600 Supplies	10,124.01	4,477.21	943.49
6700 Property (Equipment)(Technology Related Hardware & Software)	165,892.22	37,884.55	68,405.31
6800 Dues and Fees	0.00	0.00	0.00
Total Expenditures	768,762.20	625,733.87	522,846.08

Member Schools & Libraries

Alpine
Ganado
Red Mesa
Round Valley
Sanders
Vernon
NAVIT
Apache County Library District
Concho
McNary
Round Valley
Snowflake
St. Johns
NATIVE

IGA/MOU (Entities)

Arizona Office of the Courts
City of St. Johns
St. Johns Police Department
Town of Springerville
University of Arizona Cooperative Extension
Apache County
Apache County Attorney's Office
LOFT Teen Center

* Salaries and Benefits are shown through 3rd Quarter

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Attorney's Office

Date/Signature:

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

County Attorney: Request authorization to create an additional Legal Clerk position (Range 42). This amount has been budgeted for in the general fund budget, and there is money to fund this position.

BOS Meeting Date Requested March 12, 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

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

date/time stamp

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

Recorder's Office _____

Date/Signature: _____

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

Notification of the resignation of Recorder Edison Wauneka and possible appointment to fill the vacancy.

BOS Meeting Date Requested 3/12/19

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



EDISON J. WAUNKA APACHE COUNTY RECORDER

P.O. BOX 425 ST. JOHNS, AZ 85936
75 WEST CLEVELAND ST. JOHNS, AZ 85936



February 18, 2019

Apache County Board of Supervisors

Joe Shirley, Jr. Chairman, District I

Elton J. Shepherd, District II

Travis K. Simshauser, District III

Dear Honorable Supervisors;

I have realized that trying to take care of both responsibilities as a County Recorder and a Council Delegate of the Navajo Nation is not possible. To adequately perform my duties I am relinquishing one of my elected positions.

It is with mixed emotions that I decided to submit this resignation as Apache County Recorder. The effective date of my resignation will be March 12, 2019.

It has been a wonderful experience serving for two years as a County Recorder. The Recorder's office has an excellent staff, very knowledgeable and efficient in the respective positions they hold.

When I leave my position, I want the best continuity of services provided by the Recorder's office. I feel that the best way to do that would be to recommend a person that will make that transition. I am respectfully recommending the Board of Supervisors to appoint Mr. Bowen Udall as the new Apache County Recorder.

Your acceptance of my resignation and recommendation is appreciated. If you have any questions please call me at (928) 551-1717.

Sincerely,


Edison J. Wauneka, Apache County Recorder

Bowen Udall
Chief Deputy Recorder
928.337.7514
Email: budall@co.apache.az.us

Recording Information: 928.337.7515
Voter Registration Information: 928.337.7516

Email: recordings@co.apache.az.us
Email: votereg@co.apache.az.us

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 3/4/19

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

PERMISSION TO AWARD BID # 201904 FOR CONTRACT TRUCKING.

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

JB

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

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

March 4, 2019

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid # 201904 (contract trucking)

See attached

It is the recommendation of the Engineer's Office to award Bid # 201904 to both vendors based on price and availability.

Thank you,

Dale Hauser
Engineering Department

Bid for: #201904 - Contracting Trucking

Bid Opening Date: 2-25-19

Time: 3:00 pm

Present: Ferrin Crosby

Tamie Herrick

DELOS BOND

Tabulating: FERRIN CROSBY

VENDOR NAME

Brinkhall Sand & Rock

perkins Cinders Inc.

D I, II, III AMOUNT

\$110.00/hr \$5.50/load mile
(0-50) (50+)

0-50 50-100 100+
D III only 95/hr 3.80/mile 4.20/mile

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature:

J. McCarthy

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

Human Resources: Request authorization to enter into an Affiliation Agreement with Grand Canyon University for a Field Experience Program.

BOS Meeting Date Requested March 12, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: *[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 *[Signature]*

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

AFFILIATION AGREEMENT
Between
GRAND CANYON UNIVERSITY
and
APACHE COUNTY JAIL
For
FIELD EXPERIENCE PROGRAM

THIS AFFILIATION AGREEMENT ("AGREEMENT") is entered into by and between UNIVERSITY'S COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS at GRAND CANYON UNIVERSITY, with its principal place of business located at 3300 West Camelback Road Phoenix, AZ 85017 (hereinafter referred to as "UNIVERSITY") and the affiliated site identified in the Key Informational Terms below (hereinafter referred to as "AFFILIATE"). The Affiliate and University agree as follows:

KEY INFORMATIONAL TERMS

A. University's Name.
Grand Canyon University

D. Affiliate Name.
Apache County Jail

B. University's Notice Address.
3300 W. Camelback Rd.
Phoenix, AZ 85017
Attn: CONHCP-OFE

E. Affiliate's Notice Address.
370 S. Washington
Saint Johns, AZ 85936
Attn:

C. Programs Covered by Agreement.
Nursing and Healthcare Professions

WHEREAS, AFFILIATE wishes to allow a student of the UNIVERSITY to continue working for AFFILIATE while completing course work for the UNIVERSITY.

WHEREAS, the UNIVERSITY and AFFILIATE share the common objective of Ensuring that such employee is well trained.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

SECTION A

RESPONSIBILITIES OF THE UNIVERSITY

1. Administrative Personnel and Faculty. The UNIVERSITY, without cost to AFFILIATE, shall provide an administrative framework and a teaching faculty for the UNIVERSITY, adequate in number, qualifications and competence to develop and carry forward its courses. The UNIVERSITY shall be responsible for planning and implementing the field experience by the selection, counseling and evaluation of the students. All students will have online classroom supervision by UNIVERSITY faculty. Students from the UNIVERSITY will participate in the field experience program at AFFILIATE with the supervision of AFFILIATE or UNIVERSITY preceptors, mutually determined by both parties.
2. Standards of Education. The UNIVERSITY shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. The UNIVERSITY shall be responsible for notifying AFFILIATE of any loss or reduction of accreditation, licensing and credentials of the UNIVERSITY, its personnel and/or students.
3. Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the AFFILIATE, and processed according to AFFILIATE's policy/procedure.
4. Responsibility and Provision for Students. Subject to AFFILIATE's overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all students shall be the responsibility of the UNIVERSITY and it will make uniform and adequate provisions therefore in accordance with UNIVERSITY policies.
5. Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, AFFILIATE will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.

6. Health or Onboarding Requirements. AFFILIATE agrees to provide UNIVERSITY with all Health or Onboarding Requirements prior to execution of the agreement. If no record is provided upon execution of the agreement, the students will be cleared on UNIVERSITY's standard Health Requirements.
7. Policies, Rules, and Regulations. UNIVERSITY shall instruct each student that he/she shall follow all administrative policies, standards and practices of AFFILIATE while participating in the field experience. Any discipline of the student shall be at the full discretion of AFFILIATE subject to AFFILIATE's policies and procedures.
8. Performance Evaluation. The UNIVERSITY shall provide AFFILIATE with a performance evaluation tool to be completed for each student by AFFILIATE, as applicable.

SECTION B

RESPONSIBILITIES OF AFFILIATE

9. Coordination of Field Experience. AFFILIATE, without cost to the UNIVERSITY will provide a contact whose responsibility will be: (i) to coordinate the field experience of all participating programs of Nursing and Health Care Professions, (ii) make provisions for adequate orientation of the faculty and students of the UNIVERSITY of AFFILIATE's philosophies, rules, regulations, policies, programs, facilities and proper channels or communication, (iii) make provision for adequate exchange of information between the UNIVERSITY faculty and AFFILIATE STAFF, (iv) AFFILIATE shall participate in the evaluation of student performances at least once in each field experience if applicable, and (v) interpret change in AFFILIATE's policies and programs.
10. Patient interaction. AFFILIATE understands and agrees that it is responsible for developing and maintaining services to all of its patients or participants including those patients or participants involved in the AFFILIATE with students. AFFILIATE shall have the right and duty to fix, and it may alter, standards of care for patients or participants within AFFILIATE facilities and in this connection agrees to take into consideration requests and suggestions by UNIVERSITY having to do with sound teaching. And that it will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the UNIVERSITY. AFFILIATE shall maintain sound teaching necessary to maintain the UNIVERSITY'S accreditation, including accreditation by the applicable State's Department of Health Services.
11. The faculty and students shall have access to the designated patient or participant care/service areas and services departments of AFFILIATE during periods of actual instruction and practice courses in the field

experience areas and/or have access to the individual patient or participant records of patients or participants with whom they are working as required for instructional purposes.

SECTION C

INSURANCE AND LIABILITY

12. Insurance. Upon request, the UNIVERSITY will provide to AFFILIATE certificates of coverage showing that the UNIVERSITY is maintaining in effect during the entire term of this Agreement, at its sole cost and expense, the following insurance types and amounts:

- (a) Commercial general liability insurance on a standard comprehensive occurrence form with a minimum combined single limit of not less than \$1 million and \$3 million yearly aggregate.
- (b) Professional liability insurance (errors and omissions) on an occurrence basis with a limit of not less than \$2 million per occurrence or wrongful act and \$4 million yearly aggregate.
- (c) The UNIVERSITY shall provide notification to AFFILIATE prior to cancellation, termination, non-renewal, or material alteration of any policy.
- (d) Failure by the UNIVERSITY to maintain the required insurance during any period of this Agreement shall give AFFILIATE the right to terminate this Agreement and AFFILIATE shall be entitled to recover from the UNIVERSITY all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

13. Workers Compensation. The UNIVERSITY agrees that students and faculty are not employees of AFFILIATE for any purpose including workers' compensation or any other benefits under the scope of this agreement. AFFILIATE shall not be liable for any UNIVERSITY salaries or compensation whatsoever, and no UNIVERSITY personnel shall have any right or claim to any benefit or privilege as an employee or agent of AFFILIATE.

14. Indemnification. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent,

employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.

15. Good Faith - Attorneys' Fees and Costs. The parties desire that each raise only good faith disputes for arbitration and litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If either party fails to comply with any of the provisions of the Agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated to in the Agreement the losing party will pay to the prevailing party reasonable costs and expenses, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court or arbitrator.

SECTION D

RESPONSIBILITIES OF UNIVERSITY AND AFFILIATE

16. Request for Withdrawal of Unsatisfactory Students. Upon mutual agreement, AFFILIATE reserves the right, upon consultation with the UNIVERSITY, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with AFFILIATE, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of patient or participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.
17. Maintenance of Patient or Participant Services. To the extent applicable to this Agreement, UNIVERSITY agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". UNIVERSITY further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. UNIVERSITY will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.
18. FERPA. The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the

extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

19. Independent Contractor. The parties hereto mutually agree that the relationship to exist between the UNIVERSITY and AFFILIATE is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other.
20. Non-Discrimination. Both parties, in connection with any service or other activity under this Agreement, agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The UNIVERSITY and AFFILIATE will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973. The UNIVERSITY and AFFILIATE will also comply with Executive Orders 11246 and 13672, and will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age or disability.
21. Applicable Law. The Agreement shall be subject to and governed by the laws of the State of Arizona. This Agreement shall be governed and controlled by the substantive laws of the State of Arizona. Any and all disputes arising under this Agreement (including issues regarding the interpretation of any provision of this Agreement and determinations of whether any issue arising from or related to this Agreement is subject to arbitration) shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Arbitration proceedings shall occur before a single arbitrator and take place in Phoenix, Arizona. The outcome of such arbitration proceedings shall be binding on the parties. If a party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the dispute, including, without limitation, provisional remedies, special action relief or stay proceedings in connection with special action relief, either before commencing or at any point in the arbitration proceedings concerning such dispute, such party may initiate the appropriate litigation to obtain such relief, which may be subject to and controlled by the ultimate decision in the arbitration proceedings. The prevailing party in any court or arbitration proceeding shall be entitled to recovery of reasonable attorney's fees and costs.

SECTION E

TERM AND TERMINATION

22. Period of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until either party terminates the agreement. Either party may terminate this Agreement within sixty (60) days written notice of original signature. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue his or her training and complete the

Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

APACHE COUNTY JAIL

COLLEGE OF NURSING AND
HEALTH CARE PROFESSIONS
GRAND CANYON UNIVERSITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: Dr. Lisa Smith

Title: Dean & Professor, CONHCP

Date: _____

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

date/time stamp

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

Emergency Management

Date/Signature: _____

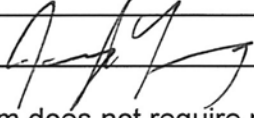
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to amend the current Cooperative Fire Rate Agreement between Apache County and the Arizona Department of Forestry and Fire Management.

BOS Meeting Date Requested March 12

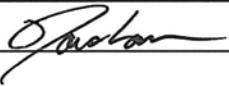
PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature  _____

Check if item does not require review _____

Finance Review: _____

Signature  _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

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



Arizona Department of Forestry and Fire Management Cooperative Fire Rate Agreement Signature Page



The completion of this page acknowledges that the Cooperator and DFFM have entered into a cooperative agreement as per the attached General Provisions document (January 2019 Revision). Cooperators will sign that they have received and reviewed each of the General Provision documents, and have attached the required documentation. Finally, the appropriate DFFM District Manager will sign this document, formalizing the agreement. Electronic "conformed signatures" (/s/ typed name) are acceptable and preferred.

Cooperator Name _____

DFFM District Choose One

Cooperator's Representative Name/Title _____

Cooperator's Signature _____

Date _____

DFFM District Manager Name _____

DFFM District Manager Signature _____

Date _____



**Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements**



This Cooperative Fire Rate Agreement (CFRA) is entered into pursuant to the Cooperative Intergovernmental Agreement (IGA) currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the IGA, the IGA shall prevail.

Expenses incurred under this Agreement follows the most recent version of the Interagency Incident Business Management Handbook (the "Yellow Book"). Cooperators under this Agreement are treated as Cooperators under the Handbook. In the event of a conflict between the Handbook, this Rate Agreement, and/or the IGA, the IGA shall prevail, followed by this Rate Agreement.

Resources assigned under this Agreement remain employees or property of the Cooperator however, while under assignment pursuant to this agreement, the State retains authority and direction over those resources. At any time, the Cooperator may choose to withdraw a resource from assignment, understanding that they will be subject to section 3, sub-section M of these provisions. Additionally, the resources shall remain covered by the Cooperator's workers' compensation and insurance while on assignment for the State. Accepting assignment under this agreement conveys acceptance of this General Provision document.

1. Safety:

- (a) Resources assigned under this Agreement must follow National Wildland Coordinating Group (NWCG) standards. This includes training, qualifications, and the expectation that resources assigned will be expected to operate unsupported for the first 24 hours of an assignment. Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.
- (b) The Cooperator must comply with all applicable rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.
- (c) Current NWCG Qualification standards apply. During initial response actions, minimum firefighter qualifications are completion of NWCG FFT2 qualifications. Individuals that are training at or above, or are qualified at or above single resource boss or unit leader level, must have been approved by the State Qualifications Committee.
- (d) Fire department personnel must be a minimum of:
 - 18 years of age and in adequate physical condition to meet the NWCG Standard 310-1 designated work capacity test physical requirements for the position for which they were ordered, and complete the annual refresher. Fire department personnel will carry a current, approved Incident Qualification Card showing the position for which they were ordered.
- (e) In concordance with Federal incident driving guidelines, the State discourages any travel taking place between the hours of 2200 and 0500 unless there are extenuating circumstances to justify travel between these hours. These circumstances are situations where life and/or property are imminently threatened or the incident is occurring within the resource's general response area and minimal travel distance is required to reach the incident. Ultimately, the responsibility for preventing and managing fatigue rests with the supervisor and resources involved.
- (f) The Cooperator may be reimbursed only for equipment listed on their CFRA Inventory List. Vehicles will be reimbursed at the rates set in the current General Provisions Appendix A: Acceptable Rates for CFRA's. Equipment may be designated to be paid an hourly rate, daily rate, or an all-inclusive rate on the CFRA. An all-inclusive rate is described in Section 3 Sub-section E of this document.



Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements



2. Equipment Requirements:

- (a) Personal Protective Equipment: Cooperators must supply and utilize the following minimum required personal protective equipment:
- Wildfire Incidents – According to NFPA 1977
 - Structure Fire Incidents – According to NFPA 1971
 - HAZMAT Incidents – According to NFPA 1991, 1994, and 1992
 - Technical Rescue Incidents – According to NFPA 1951
 - Medical Incidents – According to NFPA 1999
 - ARFF Incidents – According to NFPA 1976
 - Non-Operations Functions – According to NFPA 1975
- (b) Condition of Equipment: Equipment furnished under this Agreement will be equipped to the standards listed in the General Provisions Appendix C: Required Equipment. Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with Appendix C, may be rejected by the incident. No reimbursement will be made for rejected equipment.
- Standard Staffing: Staffing for equipment is determined by capacity of the equipment and the number of personnel needed to effectively operate the equipment. Arizona Department of Forestry and Fire Management (DFFM) expects equipment to be staffed to the capacity allowed by the equipment. General Provisions Appendix B: Equipment Capability Guide, lists the staffing for each type of equipment based on NWCG and/or FEMA standards. DFFM recognizes that not all cooperators may be able to staff at maximum levels. Minimum staffing levels will be NWCG/FEMA minimum staffing. DFFM will allow Cooperators to staff their equipment to the maximum staffing numbers described in Section 2, Sub-section (B) b. **Chase trucks to allow for maximum staffing levels ARE NOT automatically authorized.** Chase trucks must be authorized on the resource order to be reimbursed.
 - Staffing for Wildfire Incidents:
 - Type 1 Engine: 3-4
 - Type 2 Engine: 3-4
 - Type 3 Engine: 3-5
 - Type 4 Engine: 2-3
 - Type 5 Engine: 2-3
 - Type 6 Engine: 2-4
 - Type 7 Engine: 2-3
 - Type 1 SPT Tender: 1-2
 - Type 2 SPT Tender: 1-2
 - Type 3 SPT Tender: 1-2
 - Type 1 TAC Tender: 2
 - Type 2 TAC Tender: 2
 - Operating Supplies: Operating supplies are to be provided by the Cooperator, the Yellow Book defines this as “wet”. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from reimbursement to the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes.



**Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements**



- d. **Communications Equipment:** It is required that Cooperators that respond to State incidents be able to communicate on DFFM frequencies. Frequency lists are available to cooperators on agreement with DFFM. Cooperators that will respond to extended attack requests within Arizona and outside of the state are required to equip their resources with VHF capable radios that meet P25 standards. The National Interagency Fire Center (NIFC) Communications Division has provided a list of approved P25 capable communications equipment that can be found at https://www.nifc.gov/NIICD/docs/approved_radios.pdf. The exception to this is on Initial Attack.
- (c) **Additional Equipment:** Cooperator will be reimbursed for additional equipment when such equipment is ordered on the resource order and listed on the Cooperator's CFRA.
- (d) **Medical Equipment and Resources:** Cooperators with medical equipment and resources should reference the [Southwest Mobilization Guide Chapter 40 – Page 78](#). Obviously, primary direction will come from the Cooperator's policies/guidelines and the Cooperator's Base Hospital. Cooperators should be aware that these specialized resources may be utilized in rugged and remote terrain, and should equip their resources accordingly.

The resource order must specify whether ordering an ALS or BLS ambulance, or an ALS or BLS Kit. It is highly recommended that field going medical equipment be under 45lbs, stored in a fire line capable pack, and/or in such a way that allows for transport in a helicopter.

All medical personnel must be NWCG certified and complete the annual wildland refresher.

When the ambulance is mobilized to transport a patient, the hourly rate is dropped to \$0.00 and the ambulance reverts to their normal DHS billing procedures for the medical incident.

Ambulances are to be contracted wet.

When ordering ambulances, consideration should be made for providing adequate work/rest ratios.

3. Timekeeping:

- (a) Time will be recorded in military time and to the nearest quarter hour.
- (b) The hourly rate is intended to reimburse the Cooperator for the costs of operating the vehicle, including the costs of fuel and maintenance. If indicated in the General Provisions Appendix A, or on the CFRA, equipment listed under the daily rate may charge a mileage rate in addition to the daily rate. Equipment does not take a meal break, and time will not be deducted for breaks when equipment is reimbursed with an hourly rate.
- (c) The hourly/daily rate is not intended to include the cost of personnel used to operate the equipment. Cooperator may seek reimbursement for the costs of assigned personnel, pursuant to this agreement.



**Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements**



- (d) Daily Rate Equipment: Daily Work Rates/Mileage Rates should be documented in column 16-17 of FM 104. Agency vehicles, included on a resource order, will be reimbursed for the duration of the assignment. Reimbursement will be made on the basis of calendar days for vehicles and equipment included on resource orders. For fractional days at the beginning and end of the invoiced time, Cooperator will be reimbursed for 50% of the daily rate for periods of less than 8 hours, and the full daily rate for periods of more than 8 hours. General Provisions Appendix A rate sheets will be utilized to set these rates.
- (e) All-Inclusive Rates: If agreed to by DFFM and the Cooperator and included on the CFRA, the Cooperator may charge an all-inclusive rate that would include the costs of equipment, personnel and backfill (as applicable). Cooperator agrees that the billing method included in the CFRA is binding for the years it is applicable and must be used unless the CFRA is amended. All-inclusive rates are daily rates and will be reimbursed as specified in section 3, sub-section (d).
- (f) Personally Owned Vehicles (POVs): POVs not signed up on the CFRA will not be reimbursed when used to transport personnel to an incident. POVs listed on a CFRA Equipment Inventory List, will be compensated the daily rate only when utilized for line assignments. POVs not signed up on the CFRA may be used to transport personnel to the airport if this is the most economical method of travel. POVs used to transport to and from airports will be reimbursed for mileage only at the current state mileage rate. POVs used must carry the state minimum insurance, and Cooperator certifies that the vehicle is adequately insured when it submits a claim for reimbursement for these vehicles.
- (g) Airport Travel: Travel to and from airports in relation to an incident assignment is reimbursable. POVs and agency vehicles on a Cooperator's CFRA, left at the airport for the duration of the assignment will be reimbursed for the cost of long term parking and mileage (State travel policy, Topic 50, Section 95, Title 3 Airport Parking). No parking fees will be reimbursed if return travel occurs on the same day. No hourly/daily rate will be paid for POVs or agency vehicles left in airport parking.
- (h) Time Eligible for Reimbursement: The Cooperator may seek reimbursement for personnel and equipment furnished under this Agreement starting at the time the resource leaves its Home Unit/Duty Station, and ending when that resource returns to its Home Unit/Duty Station, unless an allowance for refurbishment and/or rest and recuperation (R & R) applies.
 - a. Home Unit Definition: The Home Unit for equipment and personnel is the place where that equipment or personnel is normally stationed. For personnel who do not have a normal place they are stationed, the Home Unit shall be the Cooperator's station located closest to their place of residence.
 - b. Duty Station Definition: The Duty Station for equipment and personnel is the place where that equipment or personnel is authorized by the cooperator to respond to/from incidents.
- (i) Refurbishment/Rehabilitation: Refurbishment/rehabilitation (rehab) will be allowed but will be restricted to the time it takes to bring the resource back to fire readiness. Cooperators will only be reimbursed for one hour of rehab time for engines, water tenders, and ambulances, and two hours of rehab time for crews. Equipment rates will not be paid for rehab time. Vehicle types not listed above are not eligible for rehab time.
- (j) Rest and Recuperation (R & R): The Cooperator will be reimbursed for personnel R & R after return home from a fourteen-day assignment, exclusive of travel, under the following conditions:



**Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements**



- a. Cooperating agencies must have a Policy/Guideline that allows for R & R that must comply with NWCG Standards as laid out in the Incident Business Management Handbook (Yellow Book) and filed with the agency's CFRA documents at DFFM before the beginning of the incident to be considered.
- (k) R & R In Place: For R & R that occurs in place on an incident, the Cooperator will be reimbursed personnel costs, meals and hotel costs, if any, and the daily equipment rate. Cooperating personnel will only be reimbursed for 8 hours of time on non-duty days during R&R in place. Cooperators will be reimbursed for 24 hours of personnel time on their duty days during R&R in place, backfill if needed, will be reimbursed for actual backfill hours. Costs of previously rented and authorized rental vehicles will also be covered.
- (l) Excessive Work Hours: Work shifts exceeding sixteen hours after the first shift of the incident will not be paid unless accompanied by a written justification on the CTR or other incident documentation completed by the incident commander or immediate incident supervisor. All excessive hours must be mitigated by adequate rest as soon as possible.

In the absence of more restrictive agency policy, these guidelines will be followed during mobilization and demobilization as well. Individual agency driving policies shall be consulted for all other non-incident driving.

- (m) If the Cooperator withdraws equipment prior to being released by the incident, the Cooperator shall bear all costs of returning equipment to the Home Unit, unless prior written approval is obtained from an authorized DFFM representative, and such approval is submitted with the invoice.
- (n) Personnel assigned to inoperable equipment are limited to 8 hours of compensation per shift unless otherwise dictated by home unit shift schedule.

4. Reimbursements:

- (a) Invoices: The Cooperator must submit an invoice to the State to receive reimbursement for expenses incurred pursuant to this Agreement. Invoices must be submitted electronically on the form FM122 provided by the State, including the provided work calculator sheet and the Invoice must be signed by an authorized Cooperator's representative. Invoices must be submitted to the State within the 60 days of return to the home unit. Invoices received outside this timeframe will be subject to refusal. Separate invoices must be completed for each incident or change in financial code. Invoices must contain the following information and attachments:
 - a. DFFM Invoice Forms: Invoices must be submitted electronically to financialadmin@dffm.az.gov on the State Invoice Form (FM122) provided by the State. This must include the work calculator worksheet provided with FM122 as well as all necessary documentation described below. DFFM requests the Invoice to be sent in PDF format, do not submit the Excel Workbook.
 - b. Unique invoice number: Three letter fire district code and incident number. Cooperator must assign the invoice a unique invoice number. Cooperator must include Cooperator's three letter ID and the financial code.
 - c. Time information: Fire Time Reports (OF288) and/or Emergency Equipment Use Invoices (OF286) must be submitted along with the Cooperator's Invoice. Any hours submitted for reimbursement not documented on an OF288 or OF286 must be supported by legible scanned Crew Time Reports (CTR) and/or Emergency Equipment Shift Tickets (Shift Ticket). CTRs and Shift Tickets must be signed by an



Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements



immediate Incident supervisor. When completing a CTR or Shift Ticket, personnel must annotate hours they are in travel status in the remarks of those documents.

- d. Resource orders: Cooperators must include a copy of the resource order(s) showing all equipment and personnel for which the Cooperator seeks reimbursement. The Cooperator will ensure that the resource order shows all of the above information. It is the cooperator's responsibility to provide personnel information to ADC at the time of dispatch utilizing the Arizona Wildland Fire Equipment Mobilization Plan Appendix F: Resource Information Form.
- e. Meals and Lodging information: Cooperators must utilize the "Meal and Lodging Claim Form" included in the Invoice workbook to submit these types of expenses. Cooperator must keep meal receipts but these **should not** be submitted. Lodging receipts must be submitted. See additional information below:
 - i. Meal and Lodging Reimbursement: DFFM is governed by State Policy in how it reimburses non-State employees for travel expenses incurred while on State related business. State of Arizona Accounting Manual Topic 50, Section 65 on Vendor and other Non-Employee Travel provides the direction that DFFM is required to follow. Stated meal and lodging reimbursement rates are for maximum reimbursement for actual costs incurred, and are not per-diem rates.
 - ii. Meals: Cooperators are expected to be self-sufficient during initial attack. Cooperators will not be reimbursed for meals incurred during the first 12 hours of deployment, whether in travel status or on an incident. After the first 12 hours, meals may be reimbursed if the request complies with applicable portions of the State travel policy (Topic 50, Section 95). If the incident is not providing meals, Cooperators may be reimbursed for the cost of meals under the State travel policy so long as they have written justification from the incident. If meals are on individual receipts the Cooperator will be reimbursed for the actual cost of the meal or the maximum allowable amount, whichever is less; if meals for multiple crew members are on the same receipt, the Cooperator will be reimbursed for the actual cost of the meal or maximum allowable amount times the number of crew members, whichever is less.
 - iii. Lodging: Any approved lodging (in-state or out-of-state) shall be reimbursed according to current State travel policy and only for actual costs incurred up to the stated maximum rate for that geographic area. Utilizing lodging above the stated maximum is at the Cooperator's own risk as the overage shall not be reimbursed by DFFM, even if the IC approves the overage. DFFM recommends sharing rooms to mitigate higher rates; if this occurs, please indicate the persons who stayed each room. For any reimbursement of lodging, an itemized receipt signed by the occupants of the room must be submitted with the invoice. Cooperators must receive authorization from the incident's Incident Commander or Finance Section Chief for reimbursement of lodging to be authorized when adequate camp facilities are available.
 - 1. Cooperators will not be reimbursed for lodging on the first day of travel, if travel began after 1900 hours.
- f. Supply purchases: Itemized receipt(s) and resource order form(s) with Supply Numbers (S-Number) for authorized supply purchases are required and reimbursements are subject to state review.



**Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements**



- (b) **Rental Vehicles:** The Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. For in-state vehicle use, the Cooperator will not be reimbursed for additional insurance purchased. The Cooperator will be reimbursed for the costs of the rental vehicle and CDW insurance if the incident or travel is out of state. Please note that at all times resources ordered under this Agreement remain the employees of the Cooperator, and the Cooperator's insurance coverage is responsible. For this reason, the Cooperator may wish to obtain additional rental vehicle insurance coverage, even though this coverage will not be reimbursed by the State. Rental vehicles should be commensurate with position requested on resource order. 4x4 and high clearance vehicles are appropriate for fire line positions. SUVs above the full size class must be approved by the incident or DFFM unless no other vehicles are available due to activity in the area.
- (c) **Transportation of Equipment:** When apparatus is being transported not under its own power (lowboy trailered), Cooperator may seek reimbursement for the costs of transportation and for the hourly/daily rate for that equipment while it is being moved. Cooperator must provide a copy of the transporter's log showing what hours the vehicle was underway. This type of incident related transport must be approved by the incident prior to travel. Cooperator will not be reimbursed additional amounts for trailers used to transport equipment that normally must be moved by trailer (i.e. ATVs and UTVs).
- (d) **Crew Swaps:** Equipment is assigned with the understanding that it may be on assignment for fourteen days. Cooperator will not be reimbursed for travel related to a staffing swap that is required before the completion of fourteen days unless prior approval by a DFFM representative is obtained. If reimbursement for the swap is approved, appropriate vehicles used for crew swaps will be compensated at the daily/hourly rate for that vehicle so long as that vehicle receives a resource order for the transport.
- (e) **Special Work Rates:** If a specific work rate or work rate amendment is not in place for planned events within Arizona such as preparedness patrols, prescribed burns, and various non-emergency activities, the default equipment rate will be 50% of standard hourly rate. In-State planned event default personnel rates will be as provided in this section without allowance for costs due to backfill or coverage.
- (f) **Career Personnel Rates:** Cooperator shall charge personnel wages including eligible overtime and employer related expenses, as per Section 4, Sub-section I in accordance with each department's attached pay schedules. A copy of the pay schedule with grade ranges shall accompany the CFRA. Cooperators must use the attached Appendix D: Personnel Pay Rates Spreadsheet. Cooperators will be reimbursed for personnel costs based on the pay schedule submitted with the Cooperator's CFRA. Amendments to the pay schedule will only be authorized twice annually. The first is due between January 1st and April 1st each calendar year, and the second is due at a time of the Cooperator's choosing. Newly hired personnel and employee promotions are the only exceptions as their rates can be submitted as an amendment.
- (g) **Backfill:** Non-budgeted costs accrued as a result of backfill of assigned personnel or those personnel on R & R as a result of assignment are potentially reimbursable. Reimbursable costs are those costs incurred when a backfilling employee's pay rate exceeds the base rate of the individual on assignment. The backfill amount is calculated by subtracting the assigned employee's regular pay rate from the backfilling employee's overtime pay rate. DFFM will reimburse the difference in the two rates up to the rate of the top step of the rank of the individual on assignment. Backfill costs above the top step of the rank of the individual on assignment will not be reimbursable.
- (h) **Volunteer and Supplemental Personnel Rates:** Cooperator will charge the State for volunteer and supplemental fire personnel at the current rates outlined in the DFFM's



**Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements**



Emergency Pay Plan for Seasonal Hires for the position for which they were ordered. Supplemental Fire employees are defined per NWCG Memo #004-2009. The pay period is defined as a seven-day work week beginning the first day of the incident, e.g., Tuesday through Monday. Overtime will be paid for hours in excess of 40 hours.

- (i) Employer Related Expenses (ERE): Employer Related Expenses covered for time while on the assignment will be as follows:
 - a. Workers Compensation
 - b. Unemployment Insurance
 - c. FICA Taxes
 - d. Retirement
 - e. Long-term Disability
- (j) Wildland Fire Incentive: Rates applied out of district will be the same as applied in district for similar services and responses.
- (k) Administrative fees: The Cooperator will be reimbursed for reasonable administrative costs incurred preparing invoices. If there are issues with the invoice and it is returned to the Cooperator for a revision, hours incurred to revise the invoice will not be reimbursed. The Cooperator may not seek reimbursement for overtime pay incurred to prepare wildland invoices. Cooperators must submit documentation with the invoice, showing the hours spent preparing the invoice; DFFM recommends using a CTR for this documentation. This documentation of hours must be signed by an authorized supervisor.
- (l) Miscellaneous: Any miscellaneous equipment costs that Cooperators seek reimbursements for must have supporting documentation for that equipment, and will be paid at the discretion of DFFM.

5. Equipment Damage

- (a) Repairs: Repairs to equipment shall be made and paid by for the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from reimbursement to the Cooperator.
- (b) Loss, Damage or Destruction: Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this Agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or its employees. Vehicular damage claims, not directly related to incident activity, particularly prior to check-in or after demobilization, should be submitted through the owning agency's insurance prior to submission to the state. Loss,



**Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements**



damage, or destruction claims will be evaluated on a case by case basis and evaluated for extraordinary circumstances outside of normal conditions. Hourly/daily rates for equipment will not be reimbursed when such equipment is inoperable due to damage, loss, destruction, or lack of qualified personnel.

- (c) Claims: Claims for reimbursement for damage, loss, or destruction of equipment should be submitted separately from the invoice (FM122). Claims documentation must include an S-number, copies of any paperwork submitted to the fire to obtain the S-number, a written description on a General Message Form (ICS 213), of how the loss, damage or destruction occurred (who, what, when, where and why), and a copy of the paid receipt for repairs. In the case of vehicular damage, loss, or destruction, the Cooperator must provide the documentation from the owning agency's insurance company with the Claim. The written description must be signed by incident supervisor and the Incident Business Advisor (IBA). In the absence of an IBA, the signature of the Finance Section Chief or designee is required. All claims for loss, damage or destruction is at the discretion of the State, even if an S-number has been issued by the incident.

6. Other Items

- (a) Disputes: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.
- (b) Termination: The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.
- (c) Failure to adhere to these provisions may result in the Cooperator forfeiting all rights to reimbursement.
- (d) Audit: Within a 5-year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.
- (e) The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.
- (f) Pursuant to A.R.S. § 35-214, the Cooperator shall retain all data, books and other records relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.
- (g) This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.
- (h) The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator toward fulfillment of this contract.



For Volunteers Only: Hourly Rate is based upon position at Incident-Reference Seasonal Employee Pay Plan Does not apply to Reserves or Part-time Employees if your member can be employed in different AD classes

SEASONAL / VOL UNTEER /	DANISH	WOLFLIN	MEDICARE %	SOCIAL	WOLFLIN	AD CLASS
SEASONAL / VOL UNTEER /	DANISH	WOLFLIN	MEDICARE %	SOCIAL	WOLFLIN	AD CLASS

[illegible]

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

date/time stamp

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

Emergency Management

Date/Signature: _____

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

Discussion and possible approval to accept the Emergency Management Performance Grant (EMPG)

(EMF-2018-EP-00012-S01) from the Arizona Department of Emergency and Military Affairs for the amount of
\$203,814.35.

BOS Meeting Date Requested March 12

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review

Finance Review: _____

Signature _____

Check if item does not require review

Human Resources Review: _____

Signature _____

Check if item does not require review

Other Review: _____

Signature _____

Check if item does not require review

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



Douglas A. Ducey
GOVERNOR

**STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

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



Major General Michael T. McGuire
THE ADJUTANT GENERAL

February 11, 2019

Mr. Brannon Eagar, Director
Apache County Emergency Management
P. O. Box 518
St. Johns, AZ 85936

RE: FFY 2018 Emergency Management Performance Grant (EMPG)
Final Award Letter
CFDA # 97.042
Grant Award # EMF-2018-EP-00012-S01
Award Amount: **\$203,814.35**

Dear Mr. Eagar:

The Arizona Department of Emergency & Military Affairs, Division of Emergency Management is pleased to provide you with this Final Grant Award letter for the above referenced grant in the amount of **\$203,814.35**. Funds may be obligated and expended within the period of performance and in accordance with the EMPG grant guidelines, including a cost share of 50% Federal funds/50% Local funds on all eligible expenditures. The period of performance will be from **July 1, 2018 - June 30, 2019**.

To complete the award process, please sign and return two copies of the enclosed Sub-Recipient Agreement to the address listed below. DEMA will then return a fully-executed copy for you to retain with your files. We must have a fully-executed copy on file in our office prior to reimbursing any funds expended under this grant award.

All expenditures made with grant funding must adhere to all federal regulations and requirements as outlined in the EMPG Notice of Funding Opportunity. Also, each grant award will be monitored for both programmatic and fiscal compliance through desk monitoring and scheduled site monitoring visits.

Recipients that expend \$750,000 or more from all federal funding sources during the fiscal year are required to submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with the audit requirements, will suspend the release of federal funds until complete. *Reference C.F.R. 200.512 Single Audit reporting ending 06/30/2017: FY17. The FY 2017 Audit Report is verified received at the Federal Audit Clearinghouse (FAC) March 15, 2018.*

Equipment: 2 CFR 200.313

- ☐ **Allowable:** Specialized vehicles for emergency management operations.
- ☐ **Disallowed - Additional Equipment:** The emergency lights, sirens, and police radio are not allowable costs.
- ☐ **Mileage logs:** Mileage logs are required for all emergency management vehicles tracking all activities to and from locations daily and signed by driver. Vehicle Log template is being provided by DEMA. Originals must be maintained in grant folders and available for review by DEMA Grant staff during site monitoring visits.
 - ☐ Each EM vehicle: Submit a vehicle log for one month of each quarter.

Incident Management Team Training and Statewide Meetings for two EMPG funded personnel. Incident Management Team deployments and related activities are not allowable costs.

- ☐ All related IMT development activities to be purchased with EMPG funding will require a clear EMPG-eligible scope of work and related costs to be submitted to DEMA for approval prior to the activity start date.

Other: Uniforms: Shirts are allowable.

- ☐ **Disallowed:** Jackets are not allowable.

As a reminder, the (GAO) Grant Activities Outline quarterly report is due to the EMPG Program Coordinator within 30 days of the end of each calendar quarter, this report can be emailed to diane.fernandez@azdema.gov. The Expenditure Reports along with all financial supporting documents are due to EMPG Finance Coordinator within 30 days of the end of each calendar quarter to receive reimbursement. Expenditure Reports must have original signatures and should be mailed to the Finance Coordinator at the address below:

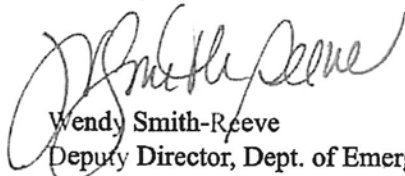
Arizona Department of Emergency & Military Affairs, Division of Emergency Management

Grants Administration Section
Diane Fernandez
EMPG Program Coordinator
5636 E McDowell Rd., Bldg 5101
Phoenix, AZ 85008

DEMA Resource Accounting/Finance
Wendy Bidon
EMPG Finance Coordinator
5645 E McDowell Rd, Bldg 5800
Phoenix, AZ 85008

Please refer questions to Diane Fernandez at 602-464-6268 or diane.fernandez@azdema.gov. We look forward to working with you and your staff in the coming year.

Sincerely,



Wendy Smith-Rieve
Deputy Director, Dept. of Emergency & Military Affairs
Director, Division of Emergency Management

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ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

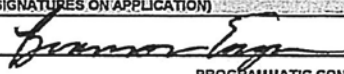
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Grant

Office				Application for Emergency Management Performance Grant Funds				Grant Administration	
APPLICATION INFORMATION				APPLICANT LEGAL NAME				PAGE NUMBER	
				Apache County				1	
TYPE OF SUBMISSION	☒	TYPE OF APPLICATION	☒	IF REVISION SELECT APPROPRIATE OPTION	☒	APPLICANT TYPE	☒	APPLICATION SUBMISSION DATES	
Original Application		New, First Year		Project Changes		County	X	DATE ORIGINAL APPLICATION SUBMITTED TO AZDEMA	
Revised Corrected Application 1		Continuation		Key Personnel Change		Tribal		Monday, May 21, 2018	
Revised Corrected Application 2	X	Revision/Changes	X	Other	X	State	AZ	TOTAL AMOUNT REQUESTED	
						Local		\$ 236,770.00	
ORGANIZATIONAL UNIT: DEPARTMENT				ORGANIZATIONAL DUNS #		CONGRESSIONAL DISTRICT		DATE REVISION 1 SUBMITTED TO AZDEMA	
Sheriff's Office				1703200270000		District 1		Monday, June 4, 2018	
ORGANIZATIONAL UNIT: DIVISION NAME				EMPLOYER/TAX IDENTIFICATION NUMBER		LEGISLATIVE DISTRICT		TOTAL AMOUNT REQUESTED	
Emergency Management				866000385		Legislative District 7		\$ 222,893.79	
CFDA NUMBER	CFDA TITLE			FUNDING OPPORTUNITY NUMBER		PROGRAM PERIOD OF PERFORMANCE		DATE REVISION 2 SUBMITTED TO AZDEMA	
97.042	EMERGENCY MANAGEMENT PERFORMANCE GRANT			EMF-2018-EP-00012-S01		JULY 1, 2018 - JUNE 30, 2019		Tuesday, January 22, 2019	
								TOTAL AMOUNT REQUESTED	
								\$ 203,814.35	
AUTHORIZATION TO SUBMIT APPLICATION: By signing below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of the grant award.									
AUTHORIZED REPRESENTATIVE:									
FIRST AND LAST NAME			TITLE			EMAIL:		OFFICE PHONE NUMBER (INCLUDE AREA CODE)	
Brannon Eagar			Emergency Management Director			beagar@co.apache.ar.us		928-337-4321	
SIGNATURE OF AUTHORIZED REPRESENTATIVE: (NO DIGITAL SIGNATURES ON APPLICATION)			DATE SIGNED:			FAX NUMBER:		ALTERNATE PHONE NUMBER:	
			2-4-19			928-337-2709		928-245-0801	
PROGRAMMATIC CONTACT: (PERSON IN CHARGE OF THE QUARTERLY ACTIVITY REPORT SUBMISSIONS TO AZDEMA)									
FIRST AND LAST NAME			TITLE			EMAIL:		Telephone Number: (include area code)	
Haley Nicoll			Emergency Management Specialist			hnicoll@co.apache.ar.us		928-337-7630	
FINANCE DEPARTMENT CONTACT: (PERSON IN CHARGE OF THE QUARTERLY REIMBURSEMENT REQUEST SUBMISSIONS TO AZDEMA)									
FIRST AND LAST NAME			TITLE			EMAIL:		Telephone Number: (include area code)	
Haley Nicoll			Emergency Management Specialist			hnicoll@co.apache.ar.us		928-337-7630	
NAME AND CONTACT INFORMATION OF PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION									
NAME:			TITLE:			TELEPHONE NUMBER			
Haley Nicoll			Emergency Management Specialist			928-337-7630			
MAILING ADDRESS			CITY		STATE		ZIP CODE		
P.O. Box 518			St Johns		AZ		85936		
EMAIL									
hnicoll@co.apache.ar.us									
1. Provide a description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds. Please also outline how expenditures will address/support gaps identified in the THIRA/SPR and/or County/Tribal hazard and risk assessment:									
Apache County will continue to work with the Apache County Regional Dispatch to ensure communication to law enforcement, first responders, and the citizens through the mass notification system. By doing so, this fulfills a gap in the THIRA since communication is always the number one problem in our area. Emergency Management will continue to look for areas to increase the partnership with County, and local jurisdictions to ensure hazard and risk assessment in an ongoing process. Working with these partners, gathering information on mitigation projects being conducted in the County will help ensure all areas of the THIRA and Mitigation Plan are being identified, addressed, and completed.									

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ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Office		Application for Emergency Management Performance Grant Funds		Grant Administration
APPLICATION INFORMATION		APPLICANT LEGAL NAME	PAGE NUMBER:	
		Apache County	1	
Working with the Apache County Public Health, Emergency Preparedness will ensure coordination with mass care, preparedness education for the citizens, schools, churches, along with county and city government jurisdictions. Emergency Management will strengthen partnerships with Law Enforcement and First Responders by hosting, and participating in training and exercises for incidents such as active shooter, terrorist attacks, bomb threats, and response to the local Power Plant incidents, and work on gaps of communication with the various agencies. The training will follow the Incident Command structure, which will improve response to incidents in our county will be more timely and effective, which also will fill the THIRA gap for agency collaboration.				
1a. Which Core Capabilities will your projects primarily address? Please choose 3 from the list found at: https://www.fema.gov/core-capabilities :				
https://www.fema.gov/core-capabilities				
Operational Communication				
Community Resiliency				
Intelligence and Information Sharing				

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Application for Emergency Management Performance Grant Funds					
DETAILED BUDGET TOTALS			APPLICANT LEGAL NAME		PAGE NUMBER:
			Apache County		2
CATEGORY	TOTAL COSTS these fields have formulas do not enter numbers.	TOTAL FEDERAL CONTRIBUTION	TOTAL NON-FEDERAL CONTRIBUTION HARD MATCH	TOTAL NON-FEDERAL CONTRIBUTION IN-KIND MATCH	
PERSONNEL	\$ 123,140.80	\$ 61,570.40	\$ 61,570.40		
FRINGE	\$ 65,158.90	\$ 32,579.45	\$ 32,579.45		
TRAVEL	\$ 24,745.00	\$ 12,372.50	\$ 12,372.50		
EQUIPMENT (> \$5,000.00)	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00		
SUPPLIES	\$ 16,183.99	\$ 8,092.00	\$ 8,092.00		
CONTRACTUAL/CONSULTANT	\$ -	\$ -	\$ -	\$ -	
OTHER	\$ 124,400.00	\$ 62,200.00	\$ 62,200.00		
IN-KIND SOFT-MATCH (VOLUNTEER SERVICES)	\$ -	\$ -	\$ -	\$ -	
IN-KIND OTHER (EQUIPMENT, DONATED SPACE, ETC.)	\$ -	\$ -	\$ -	\$ -	
TOTAL DIRECT CHARGES	\$ 407,628.69	\$ 203,814.35	\$ 203,814.35	\$ -	
TOTAL INDIRECT CHARGES	\$ -		\$ -	\$ -	
TOTAL	\$ 407,628.69	\$ 203,814.35	\$ 203,814.35	\$ -	

AUTHORIZED TO SUBMIT APPLICATION:
By signing below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of grant award.

FIRST AND LAST NAME	TITLE	EMAIL:	TELEPHONE (INCLUDE AREA CODE)
Brannon Eagar	EM Director	beagar@co.apache.az.us	928-337-4321

SIGNATURE OF AUTHORIZED REPRESENTATIVE BELOW	ADDRESS	CITY, STATE, ZIP	FAX NUMBER
	P.O. Box 518	St Johns, AZ 85936	928-337-2709

2 C.F.R. 200.306 Cost Sharing or matching: (b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's records;
2. Are not included as contributions for any other federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under Subpart E--Cost Principles of this part;
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency; and
7. Conform to other provisions of this part as applicable. (c) - (k)

Describe how your agency intends to match the award here:

Apache County General Fund will contribute \$40,000 to the total amount and the Sheriff's office will pay the remaining amount through Apache County General funds.

5. Procurement and Administrative Policies and Procedures: Verification of internal control over and accountability for all funds, property and other assets. Source: 2 CFR 2015.21(b)(3), Equipment Management Procedures: 2 CFR 215.34(f)(1), 2 CFR 215.51, Written Travel Policy: 2 CFR 220 App A.53, 2 CFR 200 App A. D(3)(f), 48 CFR 31.205-46. These policies should be readily available for review at the time of a monitoring visit or upon request

a. Please provide a link to your agency procurement policy here, or:	http://www.co.apache.az.us/wp-content/uploads/2017/12/2017-PURCHASING-POLICY.doc.pdf
b. You may also provide a copy of your current procurement policy with the application.	

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Application for Emergency Management Performance Grant Funds

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Office

PERSONNEL	APPLICANT LEGAL NAME	PAGE NUMBER
	Apache County	3

A. Personnel:
List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the application organization.

	POSITION TITLE OR THIRD PARTY IN-KIND SERVICE	PERSONNEL SERVICES ANNUAL SALARY	ANNUAL FRINGE BENEFITS	% OF TIME DEVOTED TO EMERGENCY MANAGEMENT	NON-FEDERAL MATCH	FEDERAL MATCH
1	EM Director	\$90,596.00	\$59,059.53	50.00%	\$ 37,413.88	\$ 37,413.88
2	EM Coordinator	\$54,736.00	\$35,682.39	60.00%	\$ 36,167.35	\$ 36,167.35
3	EM Specialist	\$34,054.00	\$7,083.23	100.00%	\$20,568.61	\$20,568.61
4		\$0.00	\$0.00	0.00%	\$ -	\$ -
5		\$0.00	\$0.00	0.00%	\$ -	\$ -
6		\$0.00	\$0.00	0.00%	\$ -	\$ -
7		\$0.00	\$0.00	0.00%	\$ -	\$ -
8		\$0.00	\$0.00	0.00%	\$ -	\$ -
9		\$0.00	\$0.00	0.00%	\$ -	\$ -
10			\$0.00	0.00%	\$ -	
TOTAL PERSONNEL					\$ 94,149.84	\$ 94,149.84

REQUIRED: Personnel funded by EMPG funding must participate in three annual HSEEP-compliant exercises of any type (i.e. discussion-based or operations-based) identified. Participation must be documented and submitted to ADEM prior to final reimbursement for personnel expenditures.

REQUIRED: Personnel funded by EMPG funding must also meet or show consistent progress towards meeting the training requirements as outlined on Page 28 of the EMPG Notice of Funding Opportunity. Please submit a training data table of all EMPG funded employees.

REQUIRED: Personnel funded by EMPG funding will be required to submit a quarterly Time and Effort Reporting (TER) form along with their reimbursement request. The TER should document a minimum of one week's activity for all EMPG-funded personnel with the quarterly reimbursement request.

REQUIRED: A current Organizational Chart must be included with the application.

REQUIRED: Outline of position responsibilities for all listed EMPG funded personnel must be included with application.

Briefly describe Personnel expenditures, including the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement.

All hours worked by the EM staff are submitted weekly through the county's electronic reporting system, along with paper time sheets submitted to the Sheriff's Office. All hours worked will be tracked through the finance department and will be reflected on a detail general ledger report, which will be submitted with the EMPG Financial Report.

All EM staff will keep track of their time through calendar activities, agendas, and time and effort reporting.

The EMPG time and effort report will be submitted with the Progress Report. There are three staff members which will be funded through EMPG funds.
- The EM Director is responsible for overseeing the EM program. The Directors time is divided at 50% to EM and 50% to ACSO. The EM Director will set goals, set policy and priorities for daily operations coordinates response and support during event/emergencies.

- The EM Coordinator is responsible for reviewing, developing and maintaining plans, coordinating response support and operations of the EOC with the EM Director and EM Specialist. The Coordinators time will be divided to 80% to Emergency Management and 20% to ACSO.

- The EM Specialist is funded 100% to EM. The EM Specialist is responsible for day to day operations, maintaining the EMPG grant, compiling the programmatic reports, financial reimbursements, and coordinates with the Coordinator and Director with operations for the EOC.

- The EM program is funded through the EMPG award and is matched by a \$40,000.00 county general fund contribution, and the remainder of the funds are matched by the Sheriff's Office funding through salary and cost match for EM expenditures

Describe Third Party In-kind Personnel services:
Include the method used to code or track funded staff time spent on emergency management activities charged to the grant used to meet local match requirement.

Third Party In-Kind Match: The costs must first be allowable under the grant program. Third Party In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided by a third-party that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirements.

☒	1. Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.
☒	Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator?

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ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Application for Emergency Management Performance Grant Funds		
PERSONNEL	APPLICANT LEGAL NAME	Grant Administration Office PAGE NUMBER
	Apache County	3
A. Personnel: List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the application organization.		
X	Emergency manager/coordinator duties are assigned to full-time staff with other significant duties?	
	Emergency manager/coordinator is a part-time, or seasonal position or contracted?	
	Emergency Manager/coordinator duties are assumed as needed by other staff or elected officials?	

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Application for Emergency Management Performance Grant Funds			
TRAVEL	APPLICANT LEGAL NAME		PAGE NUMBER:
	Apache County		4
B. TRAVEL Briefly list the anticipated expenditures in the travel category, including any pre-identified conferences or meetings you are scheduled to attend. You do not need to itemize each one out; categories (i.e. regional planning meetings) will be sufficient.			
INTERNATIONAL TRAVEL YES / NO	TRAVEL DESCRIPTION	NUMBER OF EMPLOYEES TRAVELING	ANTICIPATED COSTS
1	AESA Conference	3	\$ 2,220.00
2	EM Directors Meetings	3	\$ 2,220.00
3	IMT Training/Meetings Statewide	2	\$ 9,885.00
4	IAEM Conference	3	\$ 5,210.00
5	NEMA Conference	3	\$ 5,210.00
6			\$ -
7			\$ -
8			\$ -
		TOTAL TRAVEL	\$ 24,745.00
		TOTAL NON-FEDERAL	\$ 12,372.50
		TOTAL FEDERAL	\$ 12,372.50
Note: All International Travel using EMPG funding requires pre-approval from FEMA Region IX. Requests should be sent to DEMA Program Coordinator at least 45 days prior to travel to ensure the request is sent to FEMA and approved prior to the international travel. Per federal policy, your travel must also abide by local/state travel policy, whichever is more stringent. For reference, the State of Arizona Travel Policy: https://gao.az.gov/travel/welcome-gao-travel Briefly describe Travel expenditures and how the travel supports your program initiatives and priorities as identified on the application page 1, tab 2: Travel expenses are based on previous travel cost and the current rates based on State, County policy. Travel dates cannot be indicated as they have not been set as yet. Travel is based on annual meetings, training, conferences and exercises held by AZDEMA, AZDOHS and other partnering agencies/counties that help meet mandatory training and exercise requirements. Incident Management Team trainings and meetings will be submitted to DEMA for prior approval. EM Director meetings vary and follow the EMPG program intent. If there are any questions Apache County will communicate them to DEMA to ensure allowability of costs and activities.			

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Application for Emergency Management Performance Grant Funds					
EQUIPMENT	APPLICANT LEGAL NAME		PAGE NUMBER:		
https://www.fema.gov/authorized-equipment-list	Apache County		5		
C. Equipment: List all non-expendable equipment to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year and a cost per item of over \$5,000.00. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items. A list of equipment eligible under the EMPG program and the AEL categories can be found at the link above. NOTE: Applications will be returned incomplete if the AEL number is not listed with the requested equipment. Also, if you are purchasing equipment that costs less than \$5,000.00 you must verify whether the equipment is approved on the AEL list as authorized through the EMPG program.					
AEL CATEGORY #	EQUIPMENT DESCRIPTION	Requires Installation? Yes or No	NUMBER OF ITEMS	COST PER ITEM	TOTAL COST OF ITEMS
1	12VE-00-SPEC	Emergency Vehicle 4X4 Crew Cab	NO	1.00	\$ 54,000.00 \$ 54,000.00
2			0.00	\$ -	\$ -
3			0.00	\$ -	\$ -
4			0.00	\$ -	\$ -
5			0.00	\$ -	\$ -
6			0.00	\$ -	\$ -
7			0.00	\$ -	\$ -
8			0.00	\$ -	\$ -
9			0.00	\$ -	\$ -
10			0.00	\$ -	\$ -
11			0.00	\$ -	\$ -
12			0.00	\$ -	\$ -
				TOTAL EQUIPMENT	\$ 54,000.00
				TOTAL NON-FEDERAL	\$ 27,000.00
				TOTAL FEDERAL	\$ 27,000.00
All equipment purchased with EMPG funding will require inventory tracking and is subject to monitoring by DEMA/FEMA personnel.					
All communications equipment purchased with EMPG funding must adhere to SAFECOM guidance.					
Equipment that requires installation is subject to a comprehensive "Environmental Historic Preservation" review process. Please make sure you identify any equipment requiring installation in the narrative below. Click this link to download the EHP form, complete the form and submit it to DEMA Grant Administration for review and submission to FEMA. Call the EMPG Program Coordinator if you have any questions at 602-464-6268.					
All equipment purchased with EMPG funding must be deployable in support of regional and national efforts with agency consent.					
Briefly describe what equipment will be purchased, including why the equipment is necessary and how it supports your program initiatives and priorities as identified on the application page 1, tab 2; and what funds will be utilized to sustain the equipment.					
This Crew Cab 4 wheel drive pickup will be utilized to move personnel and equipment as needed during incident and event operations, as well as day to day use by the EM Coordinator who is on call for all emergency events 24/7.					
The last vehicle for the Coordinator was purchased in October 2013 and now has over 95,000 miles on it.					
The make, model, and year will be determined upon the dealership providing state contract pricing.					
The vehicle is funded for half of the total cost, the remaining cost of the vehicle will be funded by the Sheriff's Office. Given the rural environment and large distances covered by our jurisdiction (11,00 square miles), it is often necessary to transport personnel and equipment long distances and to remote areas.					
This vehicle will be maintained and insured by the Sheriff's Office funds.					
EM used vehicles such as 4X4 pickups due to the rough terrain and inclement driving conditions that we face living in the White Mountains. Plus response in some areas, such as on the Navajo Nation, where there are no paved roads, these are the only type of vehicles that would make it. Tires must be heavy duty or the rocky roads would tear up standard tires.					
Only Apache County EM personnel will drive this vehicle. Once the vehicle has reached life expectancy, that is maintenance becomes more frequent or mileage is extremely high, the vehicle will become a swing vehicle for EM staff. So when current vehicles are being serviced there is another to use. If it is determined that the vehicle is no longer safe to use, it may be put up for auction and proceeds will be forwarded to ADEM.					
Past vehicles that have been purchased, three are in use by EM staff and one is parked and is used as EM swing vehicle. Maintenance and insurance continues to be provided by ACSO. Mileage logs are kept by fuel reports. Every fuel report shows beginning and ending mileage. None of the EM vehicles are used for outside activities of EM or outside the scope of work assigned for each EM staff, and only EM staff drive vehicles purchased with EMPG funds.					

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SUPPLIES

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D. Supplies

Generally, supplies include any materials that are expendable or consumed during the course of a year and cost less than \$5,000 for a single item. List items by type (office supplies/copying paper, postage, training materials, etc.) and show the basis for computation (if applicable). These supplies should be used in support of and implementation of the EMPG-eligible actions and activities conducted by your jurisdiction.

IDENTIFY SUPPLIES FOR DAILY OPERATIONS, TRAINING EVENTS, EXERCISES, CERT ACTIVITIES AND/OR COMMUNITY OUTREACH	ITEM DESCRIPTION	NUMBER OF ITEMS	COST PER ITEM	TOTAL COST OF ITEMS
1	Pens	6.00	\$ 5.49	\$ 32.94
2	writing tablets	12.00	\$ 11.99	\$ 143.88
3	HP ink	12.00	\$ 120.99	\$ 1,451.88
4	HP toner	3.00	\$ 280.99	\$ 842.97
5	post it notes	4.00	\$ 20.49	\$ 81.96
6	Post it flags (sign & date)	8.00	\$ 4.99	\$ 39.92
7	Dymo Labels	8.00	\$ 25.99	\$ 207.92
8	Tape	3.00	\$ 18.69	\$ 56.67
9	white out	3.00	\$ 21.99	\$ 65.97
10	copier paper	12.00	\$ 49.99	\$ 599.88
11	computer monitors	3.00	\$ 220.00	\$ 660.00
12	computers for Apache County Regional Dispatch	4.00	\$ 3,000.00	\$ 12,000.00
TOTAL SUPPLIES				\$ 16,183.99
TOTAL NON-FEDERAL				\$ 8,092.00
TOTAL FEDERAL				\$ 8,092.00

Briefly describe Supplies expenditures:

Items under supplies consist of items such as pens, ink for printers, folders for files, and other mentioned items will be used to support the daily operations of the EOC, where EM staff have office space. Computers and monitors will be used to replace existing equipment which has become outdated. These items will be used in by Apache County Regional Dispatch Center, which provides services to all law enforcement, fire, medical, and forest service along with the ability to use the mass notification system, Everbridge (Ready Apache County) which serves all of the County including the Navajo Nation, Apache Tribe, and some areas of Greenlee County. Dispatch is also the center of communication during an incident. Having new computers will allow them to access Everbridge, the radios, contact information for critical infrastructure, local are coordination, etc... The most important justification for getting the new computers would be that they would be able to have the methodologies for communication. Communication has always been an issue in our county, and we believe that buying new, updated equipment will allow us to mitigate this issue. Everbridge is managed by EM and Dispatch. It is done online.

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CONTRACTUAL / CONSULTANT SERVICES

APPLICANT LEGAL NAME

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E. CONTRACTUAL/CONSULTANT SERVICES:

EMPG-eligible services may be contracted to support planning, training, and/or exercise activities. Contractual services includes the hiring of part-time or full-time temporary employees to work on specified projects but not included as part of your jurisdictional budget. All contractual services purchased with EMPG funding will require a clear, EMPG-eligible scope of work prior to the work start date.

	DESCRIPTION OF SERVICES	VENDOR/CONTRACT SELECTED	NUMBER OF HOURS	COST PER HOUR	COST = (NUMBER OF HOURS X COST PER HOUR)
1					
2					
3					
4					
5					
6					
7					
8					
				TOTAL CONTRACTUAL	\$ -
				TOTAL NON-FEDERAL	\$ -
				TOTAL FEDERAL	\$ -

All contractual services must adhere to proper local, state, and federal procurement procedures. For reference, please see 2 CFR 200.318.

Briefly explain what contractual services will be procured, including what procurement method will be used, why the service is necessary, and how they support your priorities and initiatives identified on the application page 1, tab 2.

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OTHER COSTS	APPLICANT LEGAL NAME	PAGE NUMBER:
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F. Other Costs
Please list any other items or services that do not fall under the above listed categories. This typically includes items that are non-consumable and have a per-unit cost of under \$5,000. Examples include fuel for vehicles/EOC generators, fleet services, cell phones, etc.

DESCRIPTION OF COST/SERVICES IF YOU HAVE AN EXISTING MAINTENANCE SERVICE AGREEMENT LIST IT HERE: FOR A MASS NOTIFICATION SYSTEM PROVIDE THE SPECIFIC SYSTEM NAME, I.E., CODE RED: Mass Notification System used to disseminate emergency notifications/information to the public and stakeholders in a timely manner.	IS THIS AN EXISTING ON-GOING SERVICE AGREEMENT?	NUMBER OF UNITS	COST PER UNIT	TOTAL COST
1 Notification System, Everbridge maintenance	Yes	1	\$ 23,400.00	\$ 23,400.00
2 EOP online maintenance BOLD Planning	Yes	1	\$ 16,000.00	\$ 16,000.00
3 Copier yearly maintenance	Yes	1	\$ 1,300.00	\$ 1,300.00
4 Maintenance services for the EM building	No	1	\$ 5,000.00	\$ 5,000.00
5 Utilities for EM building	No	4	\$ 22,000.00	\$ 22,000.00
6 Fuel for EM vehicles	No	3	\$ 28,700.00	\$ 28,700.00
7 Cell Phones	No	6	\$ 10,300.00	\$ 10,300.00
8 Office Telephone	No	4	\$ 2,000.00	\$ 2,000.00
9 Uniform Supplies for EM Staff	No	3	\$ 1,700.00	\$ 1,700.00
10 EM Brochures, printing cost	No	8	\$ 4,000.00	\$ 4,000.00
11 Generator Maintenance - Backup Generator for EOC	Yes	1	\$ 10,000.00	\$ 10,000.00
			TOTAL OTHER	\$ 124,400.00
			TOTAL NON-FEDERAL	\$ 62,200.00
			TOTAL FEDERAL	\$ 62,200.00

Briefly explain what other costs will be incurred, including why the costs are necessary, and how they support your priorities and initiatives identified on the application page 1, tab 2.

Maintenance agreements are used for the mass notification system, BOLD Planning for the online EOP, and maintenance for the EM copier.

EM brochures will be used to print flyers and brochures for Ready Set Go evacuation, and the Ready Apache County promoting the mass notification system through out the county.

Other items will be used to support daily operations that is conducted out of the EOC, where staff have office space. Telephones, propane, utilities are part of the daily operations.

Fuel, vehicle maintenance support the daily operations along with travel to work, meetings and training by EOC staff. The grant offsets fuel and maintenance cost for the EOC vehicles, the County contributes to the cost by providing insurance on each vehicle.

Uniform supplies will be used to purchase shirts/jackets that have the EM logo on them. This helps identify EM staff during events.

EM brochures and educational flyers will be used to promote emergency preparedness information, firewise, and Ready Set Go.

Maintenance costs for the EM building.

Maintenance services for the backup generator for the EOC.

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INDIRECT COSTS	APPLICANT LEGAL NAME	PAGE NUMBER:
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Indirect Costs
Indirect costs are allowable under the EMPG program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. If no rate is established, agencies are eligible for the de minimus rate of 10% of personnel/fringe, travel, supplies, contractual services, and other costs; equipment cost are NOT included.

SELECT ONE OF THE FOLLOWING:	RATE	TOTAL INDIRECT COST
------------------------------	------	---------------------

- ☒ 1
- Our jurisdiction has an approved indirect cost rate agreement with our cognizant Federal agency to charge indirect costs to this award.*
- ☐ 2
- Our jurisdiction does not have, or has never had an approved indirect cost rate agreement and would like to claim the de minimus 10% of personnel/fringe, travel, supplies, contractual services, and other costs as found in this application.

TOTAL INDIRECT	\$	-
TOTAL NON-FEDERAL	\$	-
TOTAL FEDERAL	\$	-

*If your agency has an approved indirect cost agreement, you MUST include a copy of it with this application.

Narrative below:

SUBRECIPIENT AGREEMENT BETWEEN

Apache County **AND**

The Arizona Department of Emergency and Military Affairs **FOR**

Emergency Management Performance Grant - EMF-2018-EP-00012-S01

WHEREAS, A.R.S. § 41-4254 (6) charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEMA shall provide funding to Apache County ("Subrecipient") under CFDA # 97.042 for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Emergency Management Performance Grant (EMPG) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **July 1, 2018** and shall terminate on **June 30, 2019**. The obligations of Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT

Subrecipient shall provide the services for DEMA, and shall purchase the supplies and equipment for Subrecipient's use in conjunction with this Agreement as set forth in writing Subrecipient's grant application titled "EMPG FY18", a copy of which is attached as Exhibit III

- a) The FY 2018 EMPG covers eligible costs from **July 1, 2018 - June 30, 2019**. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. Allowable costs are defined in the FY 2018 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit III(a).
- b) All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the EMPG NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three exercises run by either Subrecipient or DEMA in a 12 month period.
- c) Finance & Administration- DEMA will serve as the primary fiscal agent for all FFY 2018 EMPG funds.

- i) The FY 2018 EMPG program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, *Title VI, sections 611(U)* and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.
- ii) The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 CFR § 200.306. To meet matching requirements, Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

IV. MANNER OF FINANCING

DEMA shall:

a) Provide up to **\$203,814.35** to the Subrecipient for 50% of the costs associated with the services, supplies and equipment identified in Exhibit III. Subrecipient will provide the services required by part III of this Agreement and acquire the supplies and equipment identified therein for its own use, unless a change is agreed to as provided in part XII of this Agreement.

b) Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by DEMA, to be submitted by Subrecipient. A listing of acceptable documentation is attached as Exhibit IV(b). Payments by DEMA to Subrecipient will be contingent upon DEMA receiving complete documentation for each expenditure from Subrecipient.

Payment maybe contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards in 2 CFR PART 215 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB CIRCULAR 1-110).

V. FISCAL RESPONSIBILITY

It is understood and agreed that all of the funds provided by DEMA to Subrecipient under this Agreement shall be used by Subrecipient only for items and services to be acquired by Subrecipient under this Agreement. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds directly to DEMA immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

Subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) If Subrecipient expends \$750,000 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient is in compliance with all such requirements.
- b) Subrecipient will be monitored periodically by DEMA, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance and administrative issues relative to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

Subrecipient must comply with the EMPG FY 2018 NOFO, Office of Management and Budget (OMB) Circular's Code of Federal Regulations (CFR), and other Federal guidance including but not limited to:

- a) 2 CFR § 200.0-200.345 Uniform Administrative Requirements Subpart A-D, for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102)
- b) 2 CFR § 200.402-200.475 Subpart E – Cost Principles, Local & Indian Tribal Governments
- c) 2 CFR Part 200 Subpart E- §200.400-200.417 State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations.
- d) U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.fema.gov/authorized-equipment-list>
- e) 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- f) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal

Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

- g) 2 CFR 200-Subpart F – Audit Requirements/Single Audit, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) Implementation initiatives as outlined in the NOFO.

Environmental Planning and Historic Preservation

Subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of DEMA/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of Subrecipient and 2 CFR § 200.231, 200.326 & 200.323.

Contractors/Subcontractors

Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/NOFO and DHS Program Guidance. Subrecipient agrees and understands that no subcontract that Subrecipient

enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor which in the opinion of Subrecipient may result in litigation related in any way to the Agreement with DEMA.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/publications/saam>

Procurement

Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona State procurement code provisions and rules. The Federal intent is that all Funds are awarded competitively. Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by DEMA.

Training and Exercise

Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the NOFO. All training must be approved through DEMA/Arizona Department of Homeland Security training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests within 90 days of completion of the exercise in question.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit within 90 days of completion of the exercise in question
- c) Within 90 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@fema.dhs.gov, and the DEMA Exercise Officer.

Nonsupplanting Agreement

Subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) Subrecipient warrants its compliance with all Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at DEMA's discretion, up to and including termination of this Agreement.
- c) DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations (CFRs). Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment acquired by Subrecipient under this Agreement shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to DEMA immediately.
- b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year. If the Capital Asset current value is equal to or greater than \$5,000 at the end of life or required project activities is discontinued, Subrecipient must request and receive authorization from DEMA prior to disposition.
- d) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be

included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form with the final reimbursement request form, or no more than **ninety (90) calendar days** after the end of the Agreement. The Property Control Form shall be updated and a copy provided to DEMA no more than forty-five (45) calendar days after equipment disposition, if applicable.

- e) Upon submission of the final quarterly programmatic report Subrecipient must file with DEMA a copy of the Property Control Form. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years. (1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. (2) Adequate maintenance procedures must be developed to keep the property in good condition.

VIII. DEBARMENT CERTIFICATION

Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" Attached as Exhibit VIII.

IX. FUNDS MANAGEMENT

Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by Subrecipient shall include:

- a) Programmatic Reports - Subrecipient shall provide quarterly programmatic reports to DEMA within thirty (30) working days of the last day of the quarter in which services are provided. Subrecipient shall use the form provided by DEMA to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by DEMA. Subrecipient shall use the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit X(a). If a project

has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by DEMA. Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed. Upon request of DEMA, Subrecipient must provide to DEMA information necessary to meet any state or federal reporting requirements.

b) Quarterly Programmatic reports are due:

October 30(period July 1 – September 30)
January 30(period October 1– December 31)
April 30(period January 1 – March 31)
July 30(period April 1 – June 30) FINAL

Quarterly Financial Expenditure reports are due:

October 30(period July 1 – September 30)
January 30(period October 1– December 31)
April 30(period January 1 – March 31)
Sept 28(period April 1 – June 30) FINAL

d) Financial Reimbursements

Subrecipient shall provide DEMA with quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by DEMA, a copy of which is attached as Exhibit X(d).

Subrecipient shall submit to DEMA a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **ninety (90) calendar days** after the end of the Agreement. Requests for reimbursement received by DEMA later than the ninety (90) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

DEMA requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service, or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process reimbursements. Subrecipient shall promptly provide DEMA with all such documents

All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of Subrecipient and DEMA.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of Subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period.

XIV. RIGHT TO ASSURANCE

If DEMA in good faith has reason to believe that Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, DEMA may demand in writing that Subrecipient give a written assurance of intent to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMA at its option may terminate this Agreement.

XV. CANCELLATION FOR CONFLICT OF INTEREST

DEMA may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from DEMA, unless the notice specifies a later time.

XVI. THIRD PARTY ANTITRUST VIOLATIONS

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

XVII. AVAILABILITY OF FUNDS

Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of termination under this part XVII, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

XVIII. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XIX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XX. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. In the event that the parties cannot resolve their dispute on an agreed-upon basis, either party may invoke arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees, attorneys' fees, and costs) to be allocated between the parties by the arbitrator. Both parties being sovereign entities, the parties agree that any litigation to enforce an arbitration award or for any other purpose shall be only in the U.S. District Court for the District of Arizona in Phoenix, Arizona as the proper forum for litigation between sovereign entities located in the State of Arizona. In the event that the parties becoming involved in litigation with each other for any reason in any other forum, both parties agree to have any claim(s) against the other resolved in arbitration on the terms set forth in this part XX.

XXI. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part XII of this Agreement; provided; however, that DEMA shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and

contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIII. RESTRICTIONS ON LOBBYING

Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXIV. LICENSING

Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXV. NON-DISCRIMINATION

Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of DEMA.

XXVIII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.

XXIX. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXX. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party

wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.

- b) If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.
- c) DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.

XXXI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIV. SPECIAL CONDITIONS

Subrecipient acknowledges that U.S. Department of Homeland Security and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

1. The copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and
2. Any rights of copy right to which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

XXXV. RECORD RETENTION

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties 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.

XXXVI. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Emergency & Military Affairs
5636 E. McDowell Rd
Phoenix, AZ 85008

Apache County
P. O. Box 518
St. Johns, AZ 85936

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

Programmatic Coordinator
Diane Fernandez
Diane.Fernandez@azdema.gov
602-464-6268

Grants Coordinator (Fiscal)
Wendy Bidon
Wendy.Bidon@azdema.gov
602-267-2762

XXXVII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Apache County

FOR AND BEHALF OF
Arizona Department of Emergency & Military Affairs

Authorized Signature

Name & Title

Date

Wendy Smith-Reeve, Director

Date

4983525.5

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager: Em Management

Date/Signature: 3/9/19

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

County Manager: Discussion and possible action to extend the State of Emergency declared on February 21, 2019.

BOS Meeting Date Requested 3/12/19

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 _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

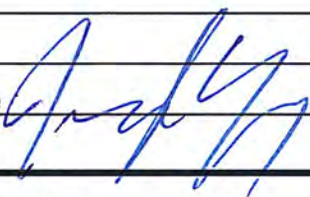
Describe in detail what you want to say to the Board and what action you want the Board to take:

Proclamation designating April as County Government Month

BOS Meeting Date Requested 3/12/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature

Human Resources Review:

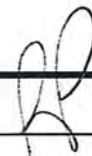
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials





Ryan Patterson, COUNTY MANAGER-CLERK
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

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

**PROCLAMATION 2019
NATIONAL COUNTY GOVERNMENT MONTH – APRIL 2019
“CONNECTING THE UNCONNECTED”**

Whereas, the Nation’s 3,069 Counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

Whereas, Counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

Whereas, Apache County and all Counties take pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient and cost-effective ways; and

Whereas, Apache County strives to meet and exceed expectations by engaging people and communities in developing innovative solutions to challenges while building partnerships with others to enhance the quality of life in Apache County and the region; and

Whereas, through National Association of Counties President Greg Cox’s “Connecting the Unconnected” initiative, NACo is demonstrating how counties deliver “people-centered” services to our residents nationwide; and

Whereas, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

NOW, THEREFORE, BE IT RESOLVED THAT: I do hereby proclaim April 2019 as National County Government Month and encourage all county officials, employees, schools and residents to participate in County government celebration activities.

Approved this 12th day of March, 2019.

Joe Shirley, Jr., Chairman of the Board

Attest:

**Ryan Patterson
Clerk of the Board**

Sponsored by the National Association of Counties

This Year's Theme is:

"Connecting the Unconnected"



National County Government Month (NCGM), held each April, is an annual celebration of county government. It provides an excellent opportunity for county officials to raise public awareness and understanding about the roles and responsibilities of counties and to highlight essential county services and effective programs. National County Government Month is a chance for you to show your community and county residents exactly why [Counties Matter](#).

With this year's theme of "Connecting the Unconnected," counties can show their residents the essential role counties play in their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways. Counties may focus on how they preserve public health, ensure public safety, and promote local economies and resiliency.

For more information on NCGM, visit [NACo NCGM website](#). Click [here](#) for an idea handbook.

Ideas To Get the Word Out:

- Establish a National County Government Month planning committee
- Decide how extensive your activities will be
- Issue a Proclamation
- Prepare and distribute county fact sheets on key county departments
- Contact the media after deciding what events or activities will be held
- Participate in Recognition Day for National Service on April 2, 2019
- Schedule a meeting with your Congressional representative(s)



Suggestions To Make It Happen:

- **Address County Issues Important to Citizens on Safety and Security:** consider best practices and policies held by the county in public health, public safety and promoting local economies, focusing on: 1) public health services provided, such as clinical services, behavioral health, mental health services, and veteran services; 2) justice system, including law enforcement, courts and probation, trained emergency responders, operating and maintaining county jail and detention facilities, parks and recreation, and protection against cyber threats; and 3) protecting residents' well-being, community economic development efforts, and offering opportunities to develop skills.
- **Open House of the County:** open house at the county courthouse and administration building; tours of county facilities; informational displays in malls, libraries and fairs; and hold public outreach events at community centers.
- **Give Them the Facts:** public safety and justice programs provided by the county; how many emergency vehicles the county owns; list the daily average of jail population; how many bookings were processed at the county jail last year; how many police officers/sheriff deputies/first responders are employed by the county; how many emergency calls were responded to last year; list the services available at the public safety building, such as arraignment, courtrooms, judges' chambers, satellite offices for county attorneys and public defenders; list other jail support facilities at the public safety building; how many road, bridges, and building improvements were completed last year; list how many inmates were provided healthcare services last year; how many health department inspections were conducted last year; how many patients were served last year at county hospitals and clinics; how many senior citizens or veterans received county services last year; how is your county supporting domestic violence survivors; how your county is protecting children from abuse and neglect; how many people are unemployed in your county; how many residents received direct job training or unemployment services last year; how many businesses have been added to the county; and how many new jobs have the new businesses brought in.
- **School Involvement:** plan visits by elected county officials to various schools; plan a career day at local high schools; make county government information available to teachers to use in presentations or as part of their lesson plans; and tell students and educators about "Counties Work," an online educational game developed by NACo with [iCivics](#). Promote NACo's online interactive [County Explorer](#) and [My County Works Activity Book](#).
- **Media Coverage:** keep the media updated; prepare news advisories and news releases; plan activities that have news value; ask newspapers to list a schedule of that week's upcoming events; ask television and radio stations to run public service announcements; utilize NACo's [Media Relations Guide for Counties](#); and use local cable and social media to get the message out about your county's accomplishments and National County Government Month.

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

date/time stamp

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

County Manager _____

Date/Signature: _____

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

Discussion and possible approval to extend Bid #2019-03 for publication services.

BOS Meeting Date Requested March 12, 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 _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

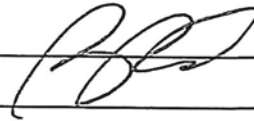
date/time stamp

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

County Manager

Date/Signature:

3/4/19



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

Discussion and possible approval to allow exempt employees that have worked during the declared February 2019 Winter Storm Emergency to be paid overtime. Costs ~~will~~^{may} be reimbursed by the State of Arizona as outlined in the Declaration of Emergency signed by Governor Ducey on February 28, 2019.

BOS Meeting Date Requested 3/12/19

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



DECLARATION OF EMERGENCY
2019 February Winter Storms

WHEREAS, beginning on February 16, 2019, and continuing, a series of winter storms are producing unusually high amounts of heavy snow and rainfall throughout Arizona; and

WHEREAS, the following counties, municipalities, and tribal nations have declared emergencies in preparation for, and in response to, the storms: Apache, Coconino, Gila, Navajo, and Yavapai Counties, Cities of Flagstaff and Prescott, Towns of Payson and Williams, Hopi Tribe, Navajo Nation, and White Mountain Apache Tribe; and

WHEREAS, state agencies, counties, municipalities, and tribal nations have responded, staffed their emergency operations centers and have taken emergency measures to protect communities and residents; and

WHEREAS, several counties, municipalities, and tribal nations opened and staffed shelters and/or warming stations for impacted residents; and

WHEREAS, residents have been affected by road closures, power outages, and school closures; and

WHEREAS, full impacts from these storms have not been assessed and are anticipated to increase during the remainder of the continued precipitation and following as the temperatures rise and the snow melts; and

WHEREAS, post-winter storm concerns include, but are not limited to, flooding from rapid melting snow, continued damage to power lines due to wet snow, ice, strong winds and falling trees, structural damages due to weight of excess snow and ice, hazardous road conditions (i.e. black ice, slick or unstable roads), and reduced visibility due to dense fog after heavy rainfall and snow; and

WHEREAS, in addition to the other effects of winter weather, freezing temperatures and winter conditions throughout Arizona and the Southwest during the month of February have led to a spike in demand of propane supplies throughout the Southwest; and

WHEREAS, private sector efforts to respond to the immediate demand for propane have been stymied by the closure of roads due to winter weather conditions and are further hampered by hours of service regulations that limit the number of hours that truckers who supply the propane can work; and

WHEREAS, pursuant to 49 CFR § 390.23 and the Arizona Administrative Code (AAC) R17-5-203C, such hours of service regulations may be suspended in response to a local or regional emergency; and

WHEREAS, the severity of the propane shortage continues and can be alleviated by a further temporary suspension of the relevant hours of service regulations in Arizona; and

WHEREAS, the Governor is authorized to declare an emergency pursuant to A.R.S. §26-303(D);

WHEREAS, the Legislature has authorized the expenditure of funds in an event of an emergency pursuant to A.R.S. §35-192; and

NOW, THEREFORE I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and Laws of the State, do hereby determine that the 2019 February Winter Storms justifies a declaration of a State of Emergency, pursuant to A.R.S. § 26-303(D), and I do hereby:

- a. Declare that a State of Emergency exists effective February 16, and continuing, in the following county areas affected by this winter storm: Apache, Cochise, Coconino, Gila, Greenlee, Mohave, Navajo, Pinal, Pima, Santa Cruz, and Yavapai; and
- b. Direct that the sum of \$200,000 from the general fund be made available to the Director of the Arizona Division of Emergency Management to be expended in accordance with A.R.S. §35-192, A.A.C. R8-2-301 to 321, and Executive Order 79-4; and
- c. Direct that the State of Arizona Emergency Response and Recovery Plan be used to direct and control state and other assets and authorize the Director of the Arizona Division of Emergency Management to coordinate state assets; and
- d. Suspend the requirements contained in A.A.C. R17-5-202 and A.A.C. R17-5-203 that incorporate Motor Carrier Safety Regulations, 49 CFR §§ 385, 390-399 until March 15, 2019 insofar as they would otherwise apply to any vehicle supplying propane or liquefied propane gas in Arizona; and
- e. Declare that all other regulations under the A.A.C. and 49 CFR shall remain in effect.
- f. Authorize the Adjutant General to mobilize and call to activate all or such part of the Arizona National Guard as is determined necessary to assist in the protection of life and property throughout the state.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

A handwritten signature in black ink, reading "Douglas A. Ducey".

GOVERNOR

DONE at the Capitol in Phoenix on this twenty-eighth day of February in the Year Two Thousand Nineteen and of the independence of the United States of America the Two Hundred and Forty-Third.

ATTEST:

A handwritten signature in blue ink, appearing to be "K. H. ...".

Secretary of State

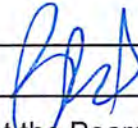
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

County Manager

Date/Signature:

3/14/19 

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 (A)(3), discussion and possible approval to move Emergency Management under the direction of the Board of Supervisors. This item was tabled at the last meeting.

BOS Meeting Date Requested 3/12/19

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



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

date/time stamp

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

County Manager _____

Date/Signature: _____

3/4/19 

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 March 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 March 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 March 21, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested 3/12/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



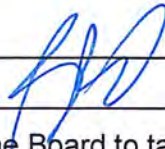
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

County Manager _____

Date/Signature: _____

3/4/19 

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 3/12/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

