



Joe Shirley, Jr.
Vice Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Nelson Davis
Chairman, District III

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

**April 5, 2022
Ganado Road Yard Conference Room
Highway 264 Mile Marker 446.8
Ganado, Arizona
8:30 a.m. MST**

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
April 5, 2022**

1. Discussion and possible approval to accept two anonymous donations in the amount of \$1,500 each; one to Alpine Public Library and one to the Round Valley Public Library.
2. Discussion and possible approval to enter into E-rate contracts with Gila Broadband and NTUAW for internet services for FY2022-23, for each of the seven libraries.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
April 5, 2022**

1. Discussion and possible approval of Intergovernmental Agreement 2021-058, IGA Amendment No. 1 for COVID-19 Testing, Contract Tracing and Communication. This Agreement end date is extended to February 28, 2023, and the Contract number is replaced with CTR058656.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
April 5, 2022**

1. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between March 1, 2022, and April 5, 2022. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated March 1, 2022.
- *C. Request approval of the adoption of a proclamation and resolution declaring April as Fair Housing Month in Apache County.
- *D. County Manager: Discussion and possible approval of a resolution designating the month of April as National County Government Month and recognize this year's theme as "Counties Thrive".
- *E. District III/Engineering Department: Request approval of a letter of support to receive congressionally directed spending for the MP7.5 - US 180 - County Road 5020 Concho/Snowflake Highway CIR Project.

Community Development:

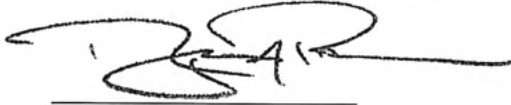
- *F. Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Greer Civic Association, a non-profit organization, to hold their annual Greer Days community event June 10 -11, 2022
2. Information Technology Department: Discussion and possible approval of a Telecommunications Service Agreement with Commnet AZ LLC, with a monthly cost of \$1,900. This has been budgeted for in FY2022.
 3. Emergency Management: Discussion and possible approval to accept the Emergency Management Performance Grant EMPG/EMPG ARPA (Award #EMF-2021-EP-00016S01/18) in the amount of \$298,330.60. This requires a 50% match grant.
 4. Emergency Management: Discussion and possible approval to eliminate the position of PHEP Manager (Range 46) and create the position of EM Project Coordinator (Range 46) and hire within the salary range.

5. Recorder's Office: Discussion and possible approval to enter onto a contract with Runbeck Election Services Inc., to obtain Ballot printing, mailing services, and other related services.
6. Sheriff's Office: Discussion and possible approval of a 5-year Cooperative Agreement with the U.S. Forest Service to enhance law enforcement services on national forest system lands.
7. Sheriff's Office: Discussion and possible approval to implement the Sheriff's Office Training Payback Agreement.
8. Sheriff's Office: Discussion and possible approval of the State Plan of Operations (SPO) with the State of Arizona to receive excess property from the Department of Defense for law enforcement use on counterdrug & counterterrorism response or disaster related emergencies.
9. Engineering Department: Discussion and possible approval of an Intergovernmental Agreement with the Navajo Nation Department of Transportation to partner on specific road projects.
10. Engineering Department: Discussion and possible approval to award Bid #2022-03 for the purchase of a used crusher for the limestone pit.
11. County Manager: Discussion and possible approval of an Intergovernmental Agreement with Arizona Counties Insurance Pool to provide insurance and insurance related services.
12. County Attorney's Office: Discussion and possible approval to accept \$40,612.20 in funding from the Arizona Criminal Justice Commission as an extension of the FY20 Arizona Coronavirus Emergency Supplemental Funding Program, and will be utilized to implement the technology needs of the victim compensation program. No matching funds are required.
13. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
 - The Eastern Arizona Counties Organization meeting on April 20, 2022, at 3:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - Small Counties Forum meeting on April 20, 2022, at 5:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - The County Supervisors Association (CSA) meeting on April 21, 2022 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
14. 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.

15. Work session on the Apache County Redistricting boundaries.

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 this 31st day of March 2022 @ 2:00 p.m. by 



Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, Dolly Patterson

Date/Signature: 3/11/2022 Dolly Patterson

Discussion and possible approval to accept two anonymous donations in the amount of \$1,500 each. One to Alpine Public Library, and one to Round Valley Public Library.

BOS Meeting Date Requested: April 5, 2022

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

Pros and cons for accepting anonymous donations to Alpine and Round Valley Libraries.

Agenda item as written:

Discussion and possible approval to accept two anonymous donations in the amount of \$1,500 each. One to Alpine Public Library, and one to Round Valley Public Library.

Pros

- The donations will benefit patrons of Alpine and Round Valley Libraries by helping with public programming and/or purchases of additional materials to add to their collections
- The Library District is already in possession of the checks.

Cons

- We can see no cons in accepting these donations.

February 23st 2022

ALPINE PUBLIC LIBRARY

PO BOX 528

ALPINE, ARIZONA 85920

ALPINE PUBLIC LIBRARY:

Please use the enclosed gift of \$1,500.00 to help the library with any needs you might have for the community.

Thank you for all that you do.

Anonymous

February 23rd 2022

ROUND VALLEY PUBLIC LIBRARY

PO BOX 1180

EAGAR, ARIZONA 85925

ROUND VALLEY PUBLIC LIBRARY:

Please use the enclosed gift of \$1,500.00 to help the library with any needs you might have for the community. |

Thank you for all that you do.

Anonymous

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District. Dolly Patterson

Date/Signature: 3/18/2022 Dolly Patterson

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 enter into E-rate contracts for Internet service for FY 2022-23 for our seven libraries. Contract with Gila Broadband, for the Alpine Public Library in the amount \$6,980.00 (six thousand four hundred and eighty dollars) which includes a one-time installation fee of \$500. Contract with NTUAW for the other six libraries in the amount of: Concho Public Library \$ 10,342.56, Greer Memorial Library \$10,432.56, Round Valley Public Library \$10,635.00, Sanders Public Library \$10,342.56, St. Johns Public Library \$10,635.00, and Vernon Public Library \$10,342.56 for a total of \$62,640.24 (sixty-two thousand six hundred and forty dollars and twenty-four cents) with no installation fees.

BOS Meeting Date Requested: April 5, 2022

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

Pros and cons for entering into contracts with new Internet Service Providers for our 7 libraries for FY 2022-23.

Agenda item as written:

Discussion and possible approval to enter into E-rate contracts for Internet service for FY 2022-23 for our seven libraries. Contract with Gila Broadband, for the Alpine Public Library in the amount \$6,980.00 (six thousand four hundred and eighty dollars) which includes a one-time installation fee of \$500. Contract with NTUAW for the other six libraries in the amount of: Concho Public Library \$ 10,342.56, Greer Memorial Library \$10,432.56, Round Valley Public Library \$10,635.00, Sanders Public Library \$10,342.56, St. Johns Public Library \$10,635.00, and Vernon Public Library \$10,342.56 for a total of \$62,640.24 (sixty-two thousand six hundred and forty dollars and twenty-four cents) with no installation fees.

Pros

- NTUAW is the vendor who installed fiber to 6 of libraries therefore there will be no installation fees.
- Alpine Library has been operating on 3MB DSL for years and will finally be able to increase this year to 50MB bandwidth which will benefit both staff and patrons immensely.
- Utilizing the E-rate program the libraries will only have to pay 20% of these bills out of their operating budget. The E-rate program covers 80% of the cost. This is based on our Free and Reduced school lunch numbers. Without utilizing the E-Rate program the Library District would have to pay the full cost from their existing budget.
- Our libraries internet service provides a much needed amenity in our communities and is heavily utilized, particularly our free WiFi at all libraries.

Cons

- We see no Cons associated with this item.

Dolly Patterson

From: Joe Young <jyoung@apachelaw.net>
Sent: Sunday, March 13, 2022 3:13 PM
To: Dolly Patterson
Subject: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]RE: Internet Services Contracts for Review

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Looks good to go now, thanks

From: Dolly Patterson <dpatterson@co.apache.az.us>
Sent: Friday, March 11, 2022 9:44 AM
To: Joe Young <jyoung@apachelaw.net>
Subject: RE: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]RE: Internet Services Contracts for Review
Importance: High

Joe,

Here is the updated contract with the edits. If I can get your approval on it I can get it to the board for approval before our March 22nd Erate deadline.

Thank you for your help on this.

Dolly Patterson

Network Administrator
Apache County Library District
O: 928.337.4923
C: 928.207.6521

<https://www.apachecountylibraries.com>



From: Joe Young <jyoung@apachelaw.net>
Sent: Wednesday, March 9, 2022 5:49 PM
To: Dolly Patterson <dpatterson@co.apache.az.us>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]RE: Internet Services Contracts for Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, that is fine

From: Dolly Patterson <dpatterson@co.apache.az.us>
Sent: Wednesday, March 9, 2022 10:52 AM
To: Joe Young <jyoung@apachelaw.net>
Subject: RE: [EXTERNAL]RE: [EXTERNAL]RE: Internet Services Contracts for Review
Importance: High

Good morning Joe.

NTUAW wants to know if it would be ok if we changed section 8 taxes, to something like: "Taxes. Prices are exclusive of taxes. Customer represents that it is a governmental entity and is tax exempt."?

THANK YOU!

Dolly Patterson

Network Administrator

Apache County Library District

O: 928.337.4923

C: 928.207.6521

<https://www.apachecountylibraries.com>



From: Joe Young <jyoung@apachelaw.net>
Sent: Tuesday, March 8, 2022 4:50 PM
To: Dolly Patterson <dpatterson@co.apache.az.us>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: Internet Services Contracts for Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, paragraph 8 should be removed and paragraph 20 should have the choice of law and venue changed to Arizona

From: Dolly Patterson <dpatterson@co.apache.az.us>
Sent: Monday, March 7, 2022 8:10 AM
To: Joe Young <jyoung@apachelaw.net>
Subject: RE: [EXTERNAL]RE: Internet Services Contracts for Review
Importance: High

Joe,

Do they need to change anything about #8 – the taxes that refer to the White Mountain Apache Nation as well??

Thanks!!

Dolly Patterson

Network Administrator

Apache County Library District

O: 928.337.4923

C: 928.207.6521

<https://www.apachecountylibraries.com>



From: Joe Young <jyoung@apachelaw.net>
Sent: Friday, March 4, 2022 4:43 PM
To: Dolly Patterson <dpatterson@co.apache.az.us>
Subject: [EXTERNAL]RE: Internet Services Contracts for Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Gila-Alpine library one is fine. The problem I have with the NTUA contract is the choice of law provision that the contract be governed under White Mountain Apache Nation laws. We can't agree to that

From: Dolly Patterson <dpatterson@co.apache.az.us>
Sent: Thursday, March 3, 2022 9:46 AM
To: Joe Young <jyoung@apachelaw.net>
Subject: FW: Internet Services Contracts for Review

Good morning Joe. I am just following up to see if you've had a chance to review these contracts? They are part of the Erate funding cycle, and in order to qualify for those Federal Funds we must have signed contracts before March 22nd for the next phase of the Erate process. (If you have any questions about the Erate process I will be happy to answer those for you.)

Thank you, as always, for your time!

Dolly Patterson

Network Administrator
Apache County Library District

O: 928.337.4923

C: 928.207.6521

<https://www.apachecountylibraries.com>



From: Dolly Patterson
Sent: Tuesday, February 22, 2022 10:58 AM
To: Joe Young <jyoung@apachelaw.net>
Subject: Internet Services Contracts for Review

Good morning Joe! I have received the attached contracts for our chosen vendors for Internet Service. NTUAW is for all libraries except Alpine, and Alpine is Gila Broadband. We are in the midst of the Erate application process. We went out to bid and these are the vendors we chose. Please review and let me know.

Thank you!

Dolly Patterson

Network Administrator

Apache County Library District

O: 928.337.4923

C: 928.207.6521

<https://www.apachecountylibraries.com>



Service Agreement:

A. Network Availability:

GILA Broadband (GILA) guarantees a network uptime availability of 99.99%.

B. Network Outage:

Network outage is defined as the occurrence, within GILA's network, resulting in the inability of GILA's network to transmit IP packets for the customer. A GILA network outage does not include planned service maintenance windows, region wide outages of the points of presence that GILA passes IP traffic to, or reasons of Force Majeure.

C. Outage Triggering Service Credit:

Priority 1 outage is defined as any occurrence within the GILA network that results in Network outage greater than or equal to 60 minutes in any 24 hour period. In the event that a Priority 1 outage occurs, the Customer will receive credit for an entire day of service.

Priority 2 outage is defined as any occurrence within the GILA network that results in Network outage greater than or equal to 4 hours in any 24 hour period. In the event that a Priority 2 outage occurs, the Customer will receive credit for 25% of the monthly service fee.

Priority 3 outage is defined as any occurrence within the GILA network that results in network outage greater than or equal to 12 hours in any 24 hour period. In the event that a Priority 3 outage occurs, the Customer will receive credit for 50% of the monthly service fee.

D. Network Latency

Network Latency is measured as the average round-trip transmission of 85 milliseconds or less between the GILA IP backbone and the POP hand-off exchange to uplink carriers.

E. Latency Guarantee Process

Latency shall be measured by averaging sample measurements taken during a calendar month between GILA multiple domestic (U.S.) Points-of-Presence.

F. Latency Guarantee Service Credit

If GILA fails to meet the Latency Guarantee in a given calendar month; the Customer's account will be credited 25% of one month's service. Latency Guarantee does not include maintenance windows or reasons of Force Majeure.

G. Packet Loss Guarantee

Packet Loss of no greater than 1% across GILA's IP backbone is guaranteed.

H. Packet Loss Definition

The average percentage for the applicable calendar month, measured transmissions solely among points that are within the core GILA IP backbone; excluding delivery failures that are not attributable to performance of the GILA IP backbone or deliveries relating to scheduled periods of maintenance, upgrades or reasons of Force Majeure.

I. Packet Loss Guarantee Process

Packet loss shall be measured by averaging sample measurements taken during a calendar month between backbone-to-backbone point routers.

J. Packet Loss Guarantee Service Credit

If GILA fails to meet any Packet Loss Guarantee in a given calendar month; the customer's account will be credited 25% of one month's service.

K. General:

Customer must at all times cooperate with GILA in testing, determining and verifying that a qualifying GILA network service outage has occurred.

L. Credit Request Process:

In order to receive a credit for GILA's services, the Customer must notify GILA support of an outage occurrence. The service outage timestamp will begin once GILA Support assigns a ticket number to the case. GILA Support will investigate the reported outage and once GILA determines that the substantiated outage could qualify Customer for the SLA credit occurred then Customer may request a Service credit within 30 days after the event giving rise to the credit by contacting GILA Support. A valid support ticket must be provided with any credit request. Credit will appear on customer's bill for services within two (2) billing cycles after a validated credit request is made.

M. SLA Exclusions:

A Service Outage does not include an outage that occurs during scheduled periods of maintenance or upgrades. GILA is not responsible for failure to meet an SLA resulting from: The misconduct or accident of Customer behavior or Users of Service, the failure or deficient performance of power, equipment, services or systems not provided by GILA, delay caused or requested by Customer, service interruptions, deficiencies, degradations or delays due to any physical damage to radio equipment or access lines, service interruptions, deficiencies, degradations or delays during any period in which, GILA or its representatives are not afforded access to the premises where CPE is located, service interruptions, deficiencies, degradations or delays during any period when equipment is removed from Service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer change order, customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component, and force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond GILA's control, whether or not similar to the foregoing.

N. Total Outage Credits:

Credits will not exceed the actual monthly recurring charge for the service.

O. Service Ticket Creation and Escalation:

Upon contract execution and commencement of service GILA Broadband support ticketing details will be provided with how to initiate support from website, email, or phone. Direct email and cell phone contacts for the principal company managers will also be provided and if at any time the standard ticketing process does achieve the results expected feel free to reach out. Internally the SLA times on issues are monitored by our ticketing system and auto escalation to supervisors occurs.

Gila Broadband LLC ISP Service Agreement for RFP No: 527-22A.5a- Alpine Library

P. Service Provider shall not be held responsible for:

Performance impairments caused elsewhere on the internet, services provided by other service providers, or clients inability to interact with services from other providers on the internet.

Q. Client desires to have GILA provide high speed Internet to a client location with the desired bandwidth and facility location address to be defined on attached Addendum A.

R. The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into the Agreement on behalf of its respective party.

S. No change, modification, or waiver of any of the terms of this Agreement shall be binding unless included in a written agreement and signed by both parties.

T. Executed counterparts of this Agreement will each be deemed originals, whether exchanged via mail or electronically. The Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

IN WITNESS WHEREOF, Service Provider and Client have signed this Agreement below for the initial contract period of July 1st 2022 through June 30th 2023.

CLIENT:

Apache County Library District

SERVICE PROVIDER:

GILA Broadband LLC

Client's Authorized Signature Printed Name Date

GILA Broadband Printed Name Date

Contract Extensions and Bandwidth Upgrades "Growth Clause":

This service offer may be extended in 1 year increments up to 4 additional years totaling 5 contract years total by signing and submitting a Contract Extension at least 30 days prior to contract end date. Bandwidth changes during the contract may be made by a Contract Addendum without extending the contract end date or terms.

Addendum A - Bandwidth Selection and Service Address

By signing below, the client is authorizing GILA Broadband LLC to deliver internet services as specified in the executed Service Agreement and Proposal. By signing below, I affirm that I am authorized to sign on behalf of my firm to commence the services at the service address listed for the bandwidth selected on the indicated service start date.

Broadband Internet Bandwidth requested: _____

Requested service start date: _____

Physical address of the client location for this service selection:

17 CR 2061, Alpine, AZ 85920

_____ Client's Authorized Signature	_____ Printed Name	_____ Date
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_____ GILA Broadband	_____ Printed Name	_____ Date
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Addendum B - Contract Extension

By signing below, I affirm that I am authorized to sign on behalf of my firm to extend this contract under the original Service Agreement and Proposal. All services, agreements, terms, conditions and pricing shall remain the same for the duration of the contract, regardless of how many years the contract is extended, for up to 4 year additional years after the initial contract year.

This contract extension is for the following period:

Start date: _____

End date: _____

Broadband Internet Bandwidth requested: _____

Requested service start date: _____

Physical address of the client location for this service selection:

17 CR 2061, Alpine, AZ 85920

_____ Client's Authorized Signature	_____ Printed Name	_____ Date
--	-----------------------	---------------

_____ GILA Broadband	_____ Printed Name	_____ Date
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Cost Summary – Broadband Internet Pricing

Monthly Recurring Charges (MRCs)			
Speed Choice	Total	Tax	Total
5 Mbps DL / 5 Mbps UL	\$125.00	\$0.00	\$125.00
10 Mbps DL / 10 Mbps UL	\$175.00	\$0.00	\$175.00
15 Mbps DL / 15 Mbps UL	\$225.00	\$0.00	\$225.00
20 Mbps DL / 20 Mbps UL	\$300.00	\$0.00	\$300.00
50 Mbps DL / 50 Mbps UL	\$540.00	\$0.00	\$540.00
100 Mbps DL / 100 Mbps UL	\$740.00	\$0.00	\$740.00
500 Mbps DL / 500 Mbps UL *	\$1890.00	\$0.00	\$1890.00
1000 Mbps DL / 1000 Mbps UL *	\$2390.00	\$0.00	\$2390.00
* Subject to frequency availability and engineering review			
Non Recurring Installation Charges			
Installation labor fee	\$500.00	\$0.00	\$500.00

Proposed Cutover:

GILA Broadband proposes an early cutover date of June 15th, 2022.

This insures that the service is operational prior to the incumbent service disconnection.

Billing will start July 1, 2022 with no extra charge for the early cutover. This installation will be led by our ISP Manager Will Graham – will@gilabroadband.com – 928-514-0365

Payment Terms:

Preferred payment method is BEAR but we can setup Service Provider Invoicing if requested.



NTUA Wireless, LLC. SPIN # 143035541

TELECOMMUNICATIONS SERVICE AGREEMENT

THIS TELECOMMUNICATIONS SERVICE AGREEMENT (the "Agreement") is made and entered into this 11th day of March, 2022, (the "Effective Date") by and between NTUA Wireless, LLC, a Delaware limited liability company, having an address at P.O. Box 1947, South of Highway 191 & NR 7 Jct., Chinle, Arizona 86503 (the "Company") and Apache County Library District, having an address at 30 South 2nd West, St. Johns, AZ 85936 (the "Customer"). Company and Customer collectively are referred to herein as the "Parties".

WHEREAS, Customer desires to receive certain telecommunication services (as described more fully in Exhibit A, the "Service(s)") at the locations identified in Exhibit A.

WHEREAS, Company desires to provide the Service(s) to Customer as described more fully in Exhibit A.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Initial Service Date** – The Initial Service Date shall be the first date any Service ordered under this Agreement is delivered by Company and accepted by Customer (as set forth in Section 4 below) at any one or more of the multiple locations identified in Exhibit A.
2. **Term** – The initial term of this Agreement shall be for one (1) year beginning as of the Initial Service Date (the "Initial Term"). Customer has the right to extend the term of this Agreement for four (4) additional periods of one (1) year at a time through June 20, 2027, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation.
3. **Responsibilities of Company** – Company shall provide Customer with Services, as set forth in Exhibit A, for the locations specified in Exhibit A, as well as use reasonable commercial efforts to accommodate any special requirement(s) specified within Exhibit B. The Services shall be provided in accordance with the Company's service level commitments established in Exhibit C. To facilitate Service, Company shall install all equipment it deems necessary, including but not limited to radio, antenna, and cable (the "Company Equipment"), at the locations identified in Exhibit A.
4. **Responsibilities of Customer** – Customer agrees to provide or obtain any permission or consent required for Company to access the locations identified in Exhibit A, at no cost to Company, for the purposes of (i) installing, maintaining, troubleshooting and removing Company Equipment necessary to provide Service and (ii) fulfilling any special requirements as outlined in Exhibit B. Customer is solely responsible for ensuring that its equipment ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. Customer shall execute and deliver to the Company a Service Acceptance Certificate in the form attached hereto as Exhibit D upon the completion of the installation and initiation of Services at each location identified in Exhibit A. If Customer does not sign the Service Acceptance Certificate or respond to Company within three (3) business days from the date thereof, the Services will be deemed accepted. Customer agrees to immediately notify Company if Company's Equipment is lost, damaged, or stolen, or Customer is aware at any time that Service is being stolen or fraudulently used.

5. **Permitting and Landlord Approval**- Customer will assist Company in obtaining any required permits and/or approval for the installation of Company Equipment on property not owned by Customer or property subject to any restriction or building code provision requiring a building permit for the installation of Company Equipment. Company and Customer shall use best efforts to obtain such required permits and/or approval. Company shall not be required to provide Service and shall have no liability to Customer where such required permits and/or approvals have not been obtained.
6. **Acceptable Use** -Services may only be used for lawful purposes. Transmission of any material in violation of any Federal, state or local regulation is prohibited. This includes without limitation material protected by trade secret, copyrighted material, and material legally judged to be threatening or obscene. Any access to and use of other networks connected to Company, including the Internet, must comply with the rules and behavior guidelines of Company's network. The sale of Internet access by Customer using the connection provided under this Agreement to another person or entity is expressly prohibited. Customer and its permitted users must at all times adhere to the Company Terms of Use Agreement, as may be updated from time to time, available here: <https://www.choice-wireless.com/broadband-terms.html>.
7. **Invoices and Payment** - The Parties acknowledge that the monthly recurring charges ("MRC") and non-recurring charges ("NRC") for the Services identified in Exhibit A may be satisfied using a combination of Customer funds and Universal Service Administrative Company ("USAC") E-Rate Program funds. Customer will be invoiced for each individual location when Service is fully operational and activated at each individual location, as documented by the execution of a Service Acceptance Certificate. The Customer will be invoiced for the Services on a monthly basis unless other arrangements are made between the Parties in writing. Payment is due thirty (30) days after the date of invoice. Payments received more than thirty (30) days after the date of the invoice are subject to a late fee at Company's sole discretion, not to exceed one-and-one-half percent (1 ½%). In addition, Customer shall be liable for any loss of USAC funding for the Services and in such case shall be responsible for paying its NRC and MRC invoices in full. Not receiving an invoice on any given month does not absolve Customer from the aforementioned payment obligations. Customer may only dispute charges that Customer believes are results of a billing error or a reported problem relating to the Service. Delinquent accounts are accounts for which payment is thirty (30) days past due and are subject to immediate suspension or termination of the Service at the sole discretion of Company. A Customer suspended for a delinquent account shall pay Company a \$250.00 reconnection fee to have Service reactivated.
8. **Taxes**- Prices are exclusive of taxes. Customer represents that it is a governmental entity and is tax exempt.
9. **Termination and Termination Charges** -

Company may terminate either (a) this Agreement (b) any Service, or (c) both, immediately upon written notice to Customer (i) at any time prior to USAC's issuance of a final funding commitment, or (ii) if Customer fails to make any payment in accordance with the provisions of this Agreement after having been given thirty (30) days' notice of such non-payment.

Further, Company may terminate this Agreement immediately upon the occurrence of any of the following events: (A) Customer's failure to timely file Federal Communications Commission Forms 470 and/or 471 with USAC for the applicable funding year; (B) USAC's denial of Customer's application for funding under the E-Rate Program for the applicable funding year; or (C) if USAC funding becomes unavailable for any reason, either in full or in part.

Either Party may terminate this Agreement immediately upon written notice, if the other:

- a. Commits a material breach of this Agreement which is capable of remedy and the breaching Party fails to remedy the breach within thirty (30) days of written notice to do so;
- b. Commits a material breach of this Agreement which cannot be remedied; or
- c. Is repeatedly in breach of this Agreement.

10. **Termination Charges for Customer Breach** - A termination fee may apply if this Agreement, or any Service, is terminated by Customer before the end of the Initial Term on a basis other than as provided in Section 9 of this Agreement. The termination fee shall be determined by multiplying the MRC as identified in Exhibit A by the number of months remaining in the Initial Term of the Agreement as of the date of termination by Customer.
11. **Equipment** - Any Company Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remains the personal property of Company or Company's assignee, notwithstanding that it may be or become attached to or embedded in realty. Company Equipment shall not be removed or replaced by Customer without Company's written approval. Customer will not tamper with, remove or conceal any Company identifying plates, tags or labels. Upon termination of this Agreement (in whole or in part), Company shall have the right, and Customer shall afford Company reasonable access to its facilities, to remove the Company Equipment from Customer's premises. All Company property shall be returned to Company in the same condition as installed, normal wear and tear expected. In the event Company property is not returned to Company in accordance with this Section, Customer will be billed for and pay to Company an amount equal to the retail value of the Company property, except to the extent such failure is caused by the negligence or willful misconduct of Company or its agents.
12. **Customer Equipment and Facilities** - Customer shall at its own expense undertake all necessary preparations to comply with Company's installation instructions. If Customer is not ready to accept Services thirty (30) days after the Planned Service Date described in Exhibit A, Company may begin billing Customer MRCs using the Planned Service Date as the Service Date. Customer is solely responsible for ensuring that its equipment owned by Customer ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. In the event that any equipment is purchased by Customer under this Agreement, as may be described in Exhibit A, such equipment is Customer Equipment. Customer is responsible for the use, compatibility and maintenance of all Customer Equipment.
13. **Local Exchange Carriers** - Customer will cooperate fully with Company in working with Local Exchange Carriers and others for the provisioning of local access required as part of the Services.
14. **Service Access Security** - Customer shall be responsible for user access security, such as control over users of the Service. Company provides no user access security with respect to any of its customers or facilities of others connected to the Internet.
15. **Pricing and Installation fee** - See Exhibit A
16. **Assignment** - The Parties shall not, without prior written consent of the other Party, which shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges, or obligations under this Agreement. Notwithstanding the foregoing, Company may assign this Agreement to the Navajo Tribal Utility Authority ("NTUA") or any Affiliate of Company, at Company's sole discretion and without Customer's prior consent, and all of Company's rights, title and interest herein shall inure to



NTUA Wireless, LLC. SPIN # 143035541

the benefit of such assignee, its successors and assigns. "Affiliate" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any entity or enterprise, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such entity or enterprise for the election of directors or other governing body of such entity or enterprise, or (b) direct or cause the direction of the management and policies of such entity or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

17. **Service Provider Identification Number** - 143035541

18. **Notices** – All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt mail requested, or nationally recognized overnight courier service, with a copy via facsimile to the address set forth below or as may subsequently be requested in writing.

Customer:

Company Name	Apache County Library District
Contact Name	Dolly Patterson
Email	dpatterson@co.apache.az.us
Main Phone	928-337-4923
Alternate Phone	
Fax	
Address	30 South 2 nd West St. Johns, AZ 85936
Billing Address	ATTN: Accounts Payable 30 South 2 nd West St. Johns, AZ 85936



NTUA Wireless, LLC. SPIN # 143035541

Company:

Company Name	NTUA Wireless, LLC (NTUAW)
Contact Name	Bernadette Kee
Email	Bernadette.Kee@ntuaw.com
Main Phone	928-674-3840 ext. 3905
Alternate Phone	928-781-8999
Fax	720-733-5398
Address	NTUA Wireless LLC P.O. Box 1947 Chinle, AZ 86503

19. **Indemnification by Customer** – Customer agrees to defend, indemnify and hold Company and its Affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, settlement payments and any damages awarded related to or arising from: (1) the use of the Services or the placement or transmission of any message, information, software or other materials on any other network connected to Company; (2) negligent acts or omissions of Customer or its Affiliates in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by Company which are connected or are to be connected to Company Equipment or the Services; and (3) claims for infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, arising from the use of equipment and software, apparatus and systems not provided by Company.
20. **Choice of Law and Jurisdiction**- THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF ARIZONA, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS.
21. **Entire Agreement** - This Agreement supersedes all prior representations, agreements and understandings whether oral, written or implied, with respect to the subject matter hereof and may only be modified in writing signed by both Parties.
22. **WAIVER OF CONSEQUENTIAL DAMAGES** – EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF THE CONFIDENTIALITY AND/OR NON-DISCLOSURE OBLIGATIONS CONTAINED HEREIN AND CLAIMS SUBJECT TO INDEMNIFICATION, EACH PARTY HERETO SHALL NOT BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO

FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICE, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. **No Warranty** - The Services and any devices, including Customer Equipment and Company Equipment, are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose, unless otherwise stated within this Agreement. No advice or information given by Company or its Affiliates shall create a warranty. Neither Company nor its Affiliates warrant that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of harmful components. Under no circumstances shall Company or its Affiliates be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from the use of or inability to use the Services, or Customer's reliance on or use of information, services or merchandise provided on or via the Services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
24. **Confidentiality/ Non-disclosure** - a) Each party expressly undertakes to retain in confidence and not to disclose any or all information and know-how, in whatever form transmitted, including, but not limited to, information concerning either Party's past, present and future business affairs, business plans, operations or systems of such party ("Disclosing Party") or another party whose information the Disclosing Party has in its possession under obligations of confidentiality, disclosed in any way to it (the "Receiving Party") that the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). The Receiving Party shall treat the Confidential Information with the same degree of care it treats its own confidential information, and will make no use of such Confidential Information during the existence of this Agreement except as otherwise specified herein; (b) the Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party; (ii) the Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or (iii) is independently developed by the Receiving Party; (c) except as otherwise provided, the Receiving Party shall not disclose, disseminate, distribute or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission; (d) The parties agree that a breach of the terms of this Section would result in irreparable injury to the Disclosing Party for which a remedy in damages would be inadequate. The parties agree that in the event of such breach or threatened breach, the Disclosing Party shall be entitled to an injunction to prevent the breach or threatened breach, in addition to remedies otherwise available for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.
25. **Counterparts**. This Agreement may be executed in one or more counterparts, and if in more than one counterpart each, when taken together, shall constitute one and the same instrument.
26. **Survival**. The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement and any permitted assignment of this Agreement. Upon termination of this Agreement, the terms and conditions of Section 24 (Confidentiality) shall continue in effect for a period of two (2) years.

[SIGNATURE PAGE FOLLOWS]



NTUA Wireless, LLC. SPIN # 143035541

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Apache County Library District

By: _____

Its: _____

Date: _____

NTUA Wireless, LLC

By: Blandette Lee

Its: Enterprise Sales Manager

Date: March 11, 2022

EXHIBIT A- Service Information

Service #	Location	Service Type	Planned Service Date	Quantity (MB)	Monthly Service Fee (MRC)	MRC with 6.10% Apache Cty Tax	Service Installation Fee (NRC)
1	Concho Library 18 CR 5101 Concho, AZ 85924	DIA- Fiber	July 1, 2022	100	\$812.33	\$861.88	\$0
Service #	Location	Service Type	Planned Service Date	Quantity (MB)	Monthly Service Fee (MRC)	MRC with 6.10% Apache Cty tax	Service Installation Fee (NRC)
2	Greer Library 74 A CR 1120/Main Street, Greer, AZ 85927	DIA- Fiber	July 1, 2022	100	\$812.33	\$861.88	\$0
Service #	Location	Service Type	Planned Service Date	Quantity (MB)	Monthly Service Fee (MRC)	MRC with 9.10% Apache Cty tax	Service Installation Fee (NRC)
3	Round Valley Library 179 South Main Street, Eager, AZ 85925	DIA- Fiber	July 1, 2022	100	\$812.33	\$886.25	\$0
Service #	Location	Service Type	Planned Service Date	Quantity (MB)	Monthly Service Fee (MRC)	MRC with 6.10% Apache Cty tax	Service Installation Fee (NRC)
4	Sanders Library 339 North Frontage Road Sanders, AZ 86512	DIA- Fiber	July 1, 2022	100	\$812.33	\$861.88	\$0
Service #	Location	Service Type	Planned Service Date	Quantity (MB)	Monthly Service Fee (MRC)	MRC with 9.10% Apache Cty tax	Service Installation Fee (NRC)
5	St. Johns Library 35 South 3 rd West St. Johns, AZ 85936	DIA- Fiber	July 1, 2022	100	\$812.33	\$886.25	\$0
Service #	Location	Service Type	Planned Service Date	Quantity (MB)	Monthly Service Fee (MRC)	MRC with 6.10% Apache Cty tax	Service Installation Fee (NRC)
6	Vernon Library 10 CR 3142 Vernon, AZ 85940	DIA- Fiber	July 1, 2022	100	\$812.33	\$861.88	\$0

* Dates are subject to change. Changes by the Customer to the dmarc location may reflect a change in the NRC or MRC. Quantity may be increased upon request by the Customer. Increase in quantity may result in a change in the NRC or MRC. Services on the Navajo Nation are subject to Navajo Nation tax. Services provided outside of the Navajo Nation may be subject to local, state, and federal taxes. Services may be subject to applicable local, state, or federal fees. If pricing reflects term discount, termination of contract prior to full term will require customer to pay pre-discounted rate.



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Growth Clause

Additional Services, as described below, may or may not be requested by Customer during the term of this Agreement. Additional Services can be included in this Agreement by an amendment to this Exhibit A and without change to the terms and conditions of the Agreement. In the event that Customer wishes to purchase additional Services during the Term, the following prices shall apply:

- Rest of page intentionally left blank -

EXHIBIT B- Special Instructions

1)

- Rest of page intentionally left blank -

EXHIBIT C- Service Level Agreement

This Service Level Agreement ("SLA") relates to the Telecommunications Service Agreement dated March 11, 2022 between NTUA Wireless, LLC ("Company") and Apache County Library District ("Customer") (the "Agreement"), and establishes Company's service level commitments applicable to the telecommunications services provided pursuant to the Agreement (the "Service(s)"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

Definitions:

For purposes hereof, "Company IP Network" shall include Company-owned and controlled or Navajo Tribal Utility Authority-owned and controlled IP backbone network, private network and WiFi access points. Company IP Network shall not include, and this SLA shall not apply to, (i) networks owned and/or controlled by other carriers; (ii) local access circuit; (iii) Customer premise equipment; (iv) Customer Local Area Network; or (v) interconnections to or from and connectivity within other Internet Service Provider (ISP) networks.

For purposes hereof, a "Force Majeure" event shall mean any natural disaster, act of God, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of the Service upon which Company relies in order to provide any part of the Service) and national and/or civil emergencies.

Scope:

This SLA applies only to Customer's access to the Company IP Network. This SLA does not include networks owned and/or controlled by other carriers; local access circuit (e.g. local loop); Customer premise equipment (router or CPE); Customer's local area network (LAN); or interconnections to or from and connectivity within other ISP networks.

This SLA applies to Service and related Company Equipment only. Company will not be responsible for, and service credits will not be issued in connection with, any failure by Company to meet a service level commitment by reason of any of the following:

- a. Any Customer act or omission, including without limitation any negligence, willful misconduct or misuse of any service or equipment, which impairs Company's ability to provide service;
- b. Scheduled maintenance on the Company IP Network;
- c. Suspension of Service by Company, including suspension for non-payment of Service charges;
- d. Any hardware, software or network failures or lack of Service availability that arises from or is the result of Force Majeure as defined herein;
- e. Any failure of any statistical monitoring devices used to measure the performance of the Service against the standards set by this SLA where the Service is itself unaffected by the failure of the statistical monitoring device(s);
- f. Failure of Customer to comply with the terms and conditions of the Agreement;
- g. Inability to gain access to Customer's premises (including the point of demarcation);
- h. Failure of Customer-provided equipment, cabling or power sources;
- i. Emergency maintenance by Company;
- j. Changes to Customer's Service made at Customer's request; or
- k. Time attributed to Customer's delay in responding to requests for assistance and/or access to repair the problem.



NTUA Wireless, LLC. SPIN # 143035541

Monthly Service Availability:

Company IP Network, as defined above, is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the monthly recurring charge ("MRC") for that calendar month for each full day of outage. Limits on the service credit amount and reporting procedures are detailed below.

Packet Loss:

Company IP Network is guaranteed to have a maximum average packet loss of one percent (1%) or less during any calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each one (1) day the packet loss is above the one percent (1%) average maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

Latency:

Company IP Network is guaranteed to have an average round trip packet transit time within the Company IP Network over a calendar month of sixty (60) milliseconds or less. The average latency is measured as the average of 15-minute samples across the Company IP Network taken throughout the month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each day the latency is above the sixty (60) milliseconds average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.

Time to Restore Service Outage:

The guaranteed time to restore a service outage ("Time to Restore") is eight (8) hours during normal business hours (8AM to 5PM M-F) or twelve (12) hours during non-business hours, weekends and holidays. Time to Restore begins on the date and time when Customer reports the service impairment to Company, via Company's Network Operations Center ("NOC") telephone number during normal business hours or Company's emergency NOC telephone number after normal business hours, with all information necessary for Company to respond to the issue, and ends upon confirmation by Company to Customer that service has been restored (in each case, based upon Company's records). Time to Restore shall be extended to account for any period of time spent by Company waiting for a response, availability, action or access to the premises from Customer in furtherance of the repair effort, and any period of time during which a "force majeure" event affecting service has occurred and is continuing. In the event a service engineer must be dispatched to site, Time to Restore will include an additional two (2) hour travel period.

If Company is unable to restore service within the Time to Restore and Customer requests a credit, Company will issue a credit of one (1) day of the MRC for each one (1) day of Service outage. The aggregate of all Service availability credits shall not exceed the total MRCs billed during the month.

Claims and Credit Availability:

The provisions of this SLA state Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever. Customer must open a trouble ticket with Company's customer care when Customer believes a service outage has occurred in order to have the network unavailability eligible for consideration for a service credit. Customer must initiate a trouble ticket by voice contact. Upon notification from Customer, Company will open a trouble ticket, test the affected service and attempt to isolate the problem. Company's records and data will be the sole basis for all service credit calculations and determinations.



NTUA Wireless, LLC. SPIN # 143035541

Customer will not be entitled to any service credits for service unavailability unless Customer has opened a trouble ticket and requested the service credit within one (1) week of the service unavailability.

Upon Customer's request, and if duly approved by Company, the service credit will be in an amount equal to the pro-rated amount of one (1) day of MRC for the Service affected only (i.e. Dedicated Internet Access). Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day. Customer's total service credit(s) in any one month will not exceed the equivalent of one hundred percent (100%) of the relevant MRCs for the affected service for that month. Cumulative service credits in any one-month must exceed twenty five dollars (\$25.00) to be processed. If Customer fails to notify Company in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with Company and current in all of its obligations.



NTUA Wireless, LLC. SPIN # 143035541

**Exhibit D - Form of
Service Acceptance Certificate**

TO BE SIGNED AT TIME OF SERVICE ACCEPTANCE

Customer has three (3) business days from the date of this Service Acceptance Certificate to accept the Services described below. If Customer does not respond within three (3) business days, Customer will be deemed to have accepted the Services. Company will begin billing in accordance with the Agreement on the date of acceptance (or deemed acceptance, as the case may be) of the Services.

The undersigned Apache County Library District ("Customer") entered into a TELECOMMUNICATIONS SERVICE AGREEMENT dated _____, 2022 (the "Agreement") with NTUA Wireless, LLC, a Delaware Limited Liability Company, having an address at P.O. Box 1947, South of Highway 191 & NR 7 Jct., Chinle, Arizona 86503 (the "Company") whereby Company agreed to provide certain telecommunications services to Customer as set forth in Exhibit A to the Agreement (the "Services").

On behalf of Customer, I hereby acknowledge and certify that the Services have been provided by Company to one or more of the multiple locations identified in Exhibit A to the Agreement, and that accordingly the date set forth below shall be deemed the Initial Service Date as set forth in Section 1 of the Agreement.

I certify that I am authorized by Customer to execute this Service Acceptance Certificate on its behalf.

_____ Complete

Customer: Apache County Library District

Signed: _____

Title: _____

Date: _____

Company: NTUA WIRELESS, LLC

Signed: _____

Title: _____

Date: _____

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Stephanie McCarthy, Interim Health Director ACPHSD

Date/Signature: 03/08/2022

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 Contract No IGA2021-058, IGA Amendment No.1 COVID-19 Testing, Contract Tracing and Communication. The Agreement end date is extended to Feb 28, 2023 and the Contract number is replaced with CTR058656.

BOS Meeting Date Requested 04/05/2022

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



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.: IGA2021-058

IGA Amendment No.: 1

Procurement Officer
Karla Varela

COVID-19 Testing, Contract Tracing and Communication

1. Effective upon signature by all parties and pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchases Orders and Change Orders, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows under this Amendment One (1):

1.1 The Agreement end date is extended to February 28, 2023; and

1.2 The Contract number is revised from IGA2021-058 and replaced with CTR058656 due to the Contracts being placed back into the Arizona Procurement Portal.

All other provisions of this agreement remain unchanged.

APACHE COUNTY

Contractor Name:

323 South Mountain Ave

Address:

SPRINGVILLE

AZ

85938

City

State

Zip

County Authorized Signature

Print Name

Title and Date

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

[Signature]

Signature

3/9/2022

Date

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

State of Arizona

Signed this _____ day of _____ 2022.

Celeste Robertson - Deputy County Attorney

Print Name

Procurement Officer

Contract No.: IGA2021-056, 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 Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

Finance

Date/Signature: SL CAL 3/28/22

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 March 1, 2022 and April 5, 2022. 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 4/5/22

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 _____

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103542	02/17/22	Accounts Payable	GLORIA BOWMAN	400.00
NBAZ - Warrant Clearing Account	Check	1103543	02/17/22	Accounts Payable	PATRICK J SANDOVAL	721.52
NBAZ - Warrant Clearing Account	Check	1103545	02/22/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	2,592.24
NBAZ - Warrant Clearing Account	Check	1103546	02/23/22	Accounts Payable	ALTON JOE SHEPHERD	4.09
NBAZ - Warrant Clearing Account	Check	1103547	02/23/22	Accounts Payable	ALTON JOE SHEPHERD	26.10
NBAZ - Warrant Clearing Account	Check	1103548	02/23/22	Accounts Payable	ALTON JOE SHEPHERD	12.78
NBAZ - Warrant Clearing Account	Check	1103549	02/23/22	Accounts Payable	ALTON JOE SHEPHERD	442.06
NBAZ - Warrant Clearing Account	Check	1103550	02/23/22	Accounts Payable	24 HOUR GAS-N-GO	34.75
NBAZ - Warrant Clearing Account	Check	1103551	02/23/22	Accounts Payable	ADVERTISING IDEAS	499.66
NBAZ - Warrant Clearing Account	Check	1103552	02/23/22	Accounts Payable	AIA - ARIZONA INTERSCHOOLASTIC ASSOCIATION INC	125.00
NBAZ - Warrant Clearing Account	Check	1103553	02/23/22	Accounts Payable	ALPINE WATER AND SANITARY	69.33
NBAZ - Warrant Clearing Account	Check	1103554	02/23/22	Accounts Payable	ALSCO INC	396.45
NBAZ - Warrant Clearing Account	Check	1103555	02/23/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	20,854.80
NBAZ - Warrant Clearing Account	Check	1103556	02/23/22	Accounts Payable	AMAZON COM INC (Health & Library)	10.90
NBAZ - Warrant Clearing Account	Check	1103557	02/23/22	Accounts Payable	AMERIGAS - GALLUP	963.12
NBAZ - Warrant Clearing Account	Check	1103558	02/23/22	Accounts Payable	AMIGO CHEVROLET	135.08
NBAZ - Warrant Clearing Account	Check	1103559	02/23/22	Accounts Payable	RUBEN A ARANDA MARIN	5.00
NBAZ - Warrant Clearing Account	Check	1103560	02/23/22	Accounts Payable	ASHTONS REPAIR INC	1,148.86
NBAZ - Warrant Clearing Account	Check	1103561	02/23/22	Accounts Payable	ASPEN TIRE & OIL	418.87
NBAZ - Warrant Clearing Account	Check	1103562	02/23/22	Accounts Payable	AT&T MOBILITY	159.46
NBAZ - Warrant Clearing Account	Check	1103563	02/23/22	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,240.00
NBAZ - Warrant Clearing Account	Check	1103564	02/23/22	Accounts Payable	AZ SUPREME COURT	3,151.84
NBAZ - Warrant Clearing Account	Check	1103565	02/23/22	Accounts Payable	AZ SUPREME COURT	22,975.83
NBAZ - Warrant Clearing Account	Check	1103566	02/23/22	Accounts Payable	AZLGEBT	321,870.17
NBAZ - Warrant Clearing Account	Check	1103567	02/23/22	Accounts Payable	BAUMAN HOME AND AUTO INC	238.21
NBAZ - Warrant Clearing Account	Check	1103568	02/23/22	Accounts Payable	BERNICE BEGAY	173.83
NBAZ - Warrant Clearing Account	Check	1103569	02/23/22	Accounts Payable	SARAH MAE BEGAY	245.00
NBAZ - Warrant Clearing Account	Check	1103570	02/23/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	262.18
NBAZ - Warrant Clearing Account	Check	1103571	02/23/22	Accounts Payable	BOB'S LOCK & SAFE CENTER	108.30
NBAZ - Warrant Clearing Account	Check	1103572	02/23/22	Accounts Payable	BOOT BARN	365.93
NBAZ - Warrant Clearing Account	Check	1103573	02/23/22	Accounts Payable	DEVIN BROWN	46.00
NBAZ - Warrant Clearing Account	Check	1103574	02/23/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1103575	02/23/22	Accounts Payable	WICHITAW R BUSBY	36.28
NBAZ - Warrant Clearing Account	Check	1103576	02/23/22	Accounts Payable	CDW GOVERNMENT LLC	15,076.87
NBAZ - Warrant Clearing Account	Check	1103577	02/23/22	Accounts Payable	CENTRAL ARIZONA SUPPLY	296.46
NBAZ - Warrant Clearing Account	Check	1103578	02/23/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	605.51
NBAZ - Warrant Clearing Account	Check	1103579	02/23/22	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	550.00
NBAZ - Warrant Clearing Account	Check	1103580	02/23/22	Accounts Payable	CORDANT HEALTH SOLUTIONS	859.59

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103581	02/23/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	95.90
NBAZ - Warrant Clearing Account	Check	1103582	02/23/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,203.69
NBAZ - Warrant Clearing Account	Check	1103583	02/23/22	Accounts Payable	RODGER DAHOZY	388.76
NBAZ - Warrant Clearing Account	Check	1103584	02/23/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	355.82
NBAZ - Warrant Clearing Account	Check	1103585	02/23/22	Accounts Payable	DISH NETWORK	195.80
NBAZ - Warrant Clearing Account	Check	1103586	02/23/22	Accounts Payable	DOOLEY ENTERPRISES INC	2,686.22
NBAZ - Warrant Clearing Account	Check	1103587	02/23/22	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	387.24
NBAZ - Warrant Clearing Account	Check	1103588	02/23/22	Accounts Payable	EMPIRE MACHINERY	1,078.90
NBAZ - Warrant Clearing Account	Check	1103589	02/23/22	Accounts Payable	EVIDENT INC	249.72
NBAZ - Warrant Clearing Account	Check	1103590	02/23/22	Accounts Payable	MATTHEW G FISH	40.00
NBAZ - Warrant Clearing Account	Check	1103591	02/23/22	Accounts Payable	FLEET PRIDE	210.04
NBAZ - Warrant Clearing Account	Check	1103592	02/23/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	166.97
NBAZ - Warrant Clearing Account	Check	1103593	02/23/22	Accounts Payable	FRONTIER	198.79
NBAZ - Warrant Clearing Account	Check	1103594	02/23/22	Accounts Payable	FRONTIER	4,599.16
NBAZ - Warrant Clearing Account	Check	1103595	02/23/22	Accounts Payable	FRONTIER	218.19
NBAZ - Warrant Clearing Account	Check	1103596	02/23/22	Accounts Payable	FRONTIER	1,855.07
NBAZ - Warrant Clearing Account	Check	1103597	02/23/22	Accounts Payable	FRONTIER	73.87
NBAZ - Warrant Clearing Account	Check	1103598	02/23/22	Accounts Payable	FRONTIER	426.38
NBAZ - Warrant Clearing Account	Check	1103599	02/23/22	Accounts Payable	FRONTIER	76.18
NBAZ - Warrant Clearing Account	Check	1103600	02/23/22	Accounts Payable	FRONTIER	76.14
NBAZ - Warrant Clearing Account	Check	1103601	02/23/22	Accounts Payable	FRONTIER	1,299.34
NBAZ - Warrant Clearing Account	Check	1103602	02/23/22	Accounts Payable	FRONTIER	918.37
NBAZ - Warrant Clearing Account	Check	1103603	02/23/22	Accounts Payable	FRONTIER	108.29
NBAZ - Warrant Clearing Account	Check	1103604	02/23/22	Accounts Payable	FRONTIER	163.91
NBAZ - Warrant Clearing Account	Check	1103605	02/23/22	Accounts Payable	FRONTIER	195.58
NBAZ - Warrant Clearing Account	Check	1103606	02/23/22	Accounts Payable	FRONTIER	76.65
NBAZ - Warrant Clearing Account	Check	1103607	02/23/22	Accounts Payable	FRONTIER	108.21
NBAZ - Warrant Clearing Account	Check	1103608	02/23/22	Accounts Payable	FRONTIER	170.11
NBAZ - Warrant Clearing Account	Check	1103609	02/23/22	Accounts Payable	FRONTIER	168.67
NBAZ - Warrant Clearing Account	Check	1103610	02/23/22	Accounts Payable	FUTURE TIRE	1,149.39
NBAZ - Warrant Clearing Account	Check	1103611	02/23/22	Accounts Payable	GALLUP INDEPENDENT	311.96
NBAZ - Warrant Clearing Account	Check	1103612	02/23/22	Accounts Payable	GK INVESTIGATIONS	244.00
NBAZ - Warrant Clearing Account	Check	1103613	02/23/22	Accounts Payable	BARBARA J GOMEZ	23.99
NBAZ - Warrant Clearing Account	Check	1103614	02/23/22	Accounts Payable	DARYL GREER	85.65
NBAZ - Warrant Clearing Account	Check	1103615	02/23/22	Accounts Payable	RICHARD C GUINN	78.54
NBAZ - Warrant Clearing Account	Check	1103616	02/23/22	Accounts Payable	HIGH COUNTRY PROPANE	873.34
NBAZ - Warrant Clearing Account	Check	1103617	02/23/22	Accounts Payable	HILL AZ GROCERY STORE	59.93
NBAZ - Warrant Clearing Account	Check	1103618	02/23/22	Accounts Payable	HILL AZ GROCERY STORE	219.94

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103619	02/23/22	Accounts Payable	HILLYARD/FLAGSTAFF	396.23
NBAZ - Warrant Clearing Account	Check	1103620	02/23/22	Accounts Payable	HOME DEPOT	3,914.79
NBAZ - Warrant Clearing Account	Check	1103621	02/23/22	Accounts Payable	HORNE AUTO CENTER INC	70.45
NBAZ - Warrant Clearing Account	Check	1103622	02/23/22	Accounts Payable	INGRAM LIBRARY SERVICES	528.10
NBAZ - Warrant Clearing Account	Check	1103623	02/23/22	Accounts Payable	KONICA MINOLTA	8.00
NBAZ - Warrant Clearing Account	Check	1103624	02/23/22	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	69.50
NBAZ - Warrant Clearing Account	Check	1103625	02/23/22	Accounts Payable	LINGO	65.22
NBAZ - Warrant Clearing Account	Check	1103626	02/23/22	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	13,266.15
NBAZ - Warrant Clearing Account	Check	1103627	02/23/22	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	330.57
NBAZ - Warrant Clearing Account	Check	1103628	02/23/22	Accounts Payable	NAPA	1,774.01
NBAZ - Warrant Clearing Account	Check	1103629	02/23/22	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	279.00
NBAZ - Warrant Clearing Account	Check	1103630	02/23/22	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	3,150.00
NBAZ - Warrant Clearing Account	Check	1103631	02/23/22	Accounts Payable	NAVAJO SANITATION INC	106.00
NBAZ - Warrant Clearing Account	Check	1103632	02/23/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	505.73
NBAZ - Warrant Clearing Account	Check	1103633	02/23/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	12,110.35
NBAZ - Warrant Clearing Account	Check	1103634	02/23/22	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	840.00
NBAZ - Warrant Clearing Account	Check	1103635	02/23/22	Accounts Payable	OVERDRIVE INC	769.67
NBAZ - Warrant Clearing Account	Check	1103636	02/23/22	Accounts Payable	JILL PATTERSON	2,051.48
NBAZ - Warrant Clearing Account	Check	1103637	02/23/22	Accounts Payable	SHANNA Y PEARCE	780.10
NBAZ - Warrant Clearing Account	Check	1103638	02/23/22	Accounts Payable	PERFECT PRINTZ LLC	134.71
NBAZ - Warrant Clearing Account	Check	1103639	02/23/22	Accounts Payable	PERFORMANCE AUTO & 4X4 CENTER	3,396.40
NBAZ - Warrant Clearing Account	Check	1103640	02/23/22	Accounts Payable	PHIL STRATTON ELECTRIC IN	790.00
NBAZ - Warrant Clearing Account	Check	1103641	02/23/22	Accounts Payable	PREMIER DRY CLEANING	84.00
NBAZ - Warrant Clearing Account	Check	1103642	02/23/22	Accounts Payable	PREMIUM PROPANE LLC	3,921.30
NBAZ - Warrant Clearing Account	Check	1103643	02/23/22	Accounts Payable	QUALITY CARQUEST	1,199.06
NBAZ - Warrant Clearing Account	Check	1103644	02/23/22	Accounts Payable	QUILL CORP	2,145.52
NBAZ - Warrant Clearing Account	Check	1103645	02/23/22	Accounts Payable	RHINEHART OIL CO	23,322.40
NBAZ - Warrant Clearing Account	Check	1103646	02/23/22	Accounts Payable	RILEY INDUSTRIAL SERVICES INC	88,682.15
NBAZ - Warrant Clearing Account	Check	1103647	02/23/22	Accounts Payable	RITE OF PASSAGE INC	5,952.00
NBAZ - Warrant Clearing Account	Check	1103648	02/23/22	Accounts Payable	RUSH TRUCK CENTER	308.59
NBAZ - Warrant Clearing Account	Check	1103649	02/23/22	Accounts Payable	SAFELITE AUTO GLASS	563.27
NBAZ - Warrant Clearing Account	Check	1103650	02/23/22	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1103651	02/23/22	Accounts Payable	SAFEWAY INC	85.25
NBAZ - Warrant Clearing Account	Check	1103652	02/23/22	Accounts Payable	LAURA J SALAZAR	6.20
NBAZ - Warrant Clearing Account	Check	1103653	02/23/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,962.14
NBAZ - Warrant Clearing Account	Check	1103654	02/23/22	Accounts Payable	SHOW LOW FORD INC	1,848.22
NBAZ - Warrant Clearing Account	Check	1103655	02/23/22	Accounts Payable	SIERRA PROPANE	3,734.54
NBAZ - Warrant Clearing Account	Check	1103656	02/23/22	Accounts Payable	ERIN KRISTINE SMITH	13.06

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103657	02/23/22	Accounts Payable	SPARKLETT'S WATER	28.17
NBAZ - Warrant Clearing Account	Check	1103658	02/23/22	Accounts Payable	ST JOHNS CITY	988.09
NBAZ - Warrant Clearing Account	Check	1103659	02/23/22	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	35.00
NBAZ - Warrant Clearing Account	Check	1103660	02/23/22	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	4,481.37
NBAZ - Warrant Clearing Account	Check	1103661	02/23/22	Accounts Payable	THOMSON REUTERS WEST	1,193.54
NBAZ - Warrant Clearing Account	Check	1103662	02/23/22	Accounts Payable	TOWN OF SPRINGERVILLE	178.25
NBAZ - Warrant Clearing Account	Check	1103663	02/23/22	Accounts Payable	TRIPLE R FUELS	91.40
NBAZ - Warrant Clearing Account	Check	1103664	02/23/22	Accounts Payable	THOMAS C TSO	120.00
NBAZ - Warrant Clearing Account	Check	1103665	02/23/22	Accounts Payable	RAY TSOSE	75.00
NBAZ - Warrant Clearing Account	Check	1103666	02/23/22	Accounts Payable	TYLER TECHNOLOGIES INC	3,928.97
NBAZ - Warrant Clearing Account	Check	1103667	02/23/22	Accounts Payable	ULINE INC	4,496.75
NBAZ - Warrant Clearing Account	Check	1103668	02/23/22	Accounts Payable	UNIFIRST CORPORATION	72.34
NBAZ - Warrant Clearing Account	Check	1103669	02/23/22	Accounts Payable	US POSTMASTER	471.01
NBAZ - Warrant Clearing Account	Check	1103670	02/23/22	Accounts Payable	VALLEY AUTO PARTS	249.54
NBAZ - Warrant Clearing Account	Check	1103671	02/23/22	Accounts Payable	HEATHER VAN DER NOORD	55.57
NBAZ - Warrant Clearing Account	Check	1103672	02/23/22	Accounts Payable	VERIZON WIRELESS	5,217.04
NBAZ - Warrant Clearing Account	Check	1103673	02/23/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	76.76
NBAZ - Warrant Clearing Account	Check	1103674	02/23/22	Accounts Payable	VIP AWARDS	103.00
NBAZ - Warrant Clearing Account	Check	1103675	02/23/22	Accounts Payable	WAGNER EQUIPMENT CO	461.07
NBAZ - Warrant Clearing Account	Check	1103676	02/23/22	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	516.99
NBAZ - Warrant Clearing Account	Check	1103677	02/23/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	686.39
NBAZ - Warrant Clearing Account	Check	1103678	02/23/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	2,321.92
NBAZ - Warrant Clearing Account	Check	1103679	02/23/22	Accounts Payable	JOYCLYNN WHITING	41.38
NBAZ - Warrant Clearing Account	Check	1103680	02/23/22	Accounts Payable	ANTONIA WOOD	87.26
NBAZ - Warrant Clearing Account	Check	1103681	02/23/22	Accounts Payable	WOODLAND BUILDING CENTER	712.39
NBAZ - Warrant Clearing Account	Check	1103682	02/23/22	Accounts Payable	GERI SUE WYCKOFF	22.95
NBAZ - Warrant Clearing Account	Check	1103683	02/23/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	3,187.51
NBAZ - Warrant Clearing Account	Check	1103684	02/23/22	Accounts Payable	JOSEPH YOUNG	906.93
NBAZ - Warrant Clearing Account	Check	1103685	03/01/22	Accounts Payable	ALTON JOE SHEPHERD	118.17
NBAZ - Warrant Clearing Account	Check	1103686	03/01/22	Accounts Payable	ALTON JOE SHEPHERD	265.43
NBAZ - Warrant Clearing Account	Check	1103687	03/01/22	Accounts Payable	ALTON JOE SHEPHERD	9.36
NBAZ - Warrant Clearing Account	Check	1103688	03/01/22	Accounts Payable	WALMART COMMUNITY	323.59
NBAZ - Warrant Clearing Account	Check	1103689	03/01/22	Accounts Payable	ALTON JOE SHEPHERD	442.06
NBAZ - Warrant Clearing Account	Check	1103714	03/01/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	355.93
NBAZ - Warrant Clearing Account	Check	1103715	03/01/22	Accounts Payable	APACHE COUNTY FSA	788.24
NBAZ - Warrant Clearing Account	Check	1103716	03/01/22	Accounts Payable	APACHE COUNTY HSA	4,010.76
NBAZ - Warrant Clearing Account	Check	1103717	03/01/22	Accounts Payable	APACHE COUNTY MEDICAL	167,786.02
NBAZ - Warrant Clearing Account	Check	1103718	03/01/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	153,710.91

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103719	03/01/22	Accounts Payable	APACHE COUNTY TREASURER	424.86
NBAZ - Warrant Clearing Account	Check	1103720	03/01/22	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1103721	03/01/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	126,518.27
NBAZ - Warrant Clearing Account	Check	1103722	03/01/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1103723	03/01/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,337.93
NBAZ - Warrant Clearing Account	Check	1103724	03/01/22	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1103725	03/01/22	Accounts Payable	CORP DISABILITY	196.50
NBAZ - Warrant Clearing Account	Check	1103726	03/01/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,647.13
NBAZ - Warrant Clearing Account	Check	1103727	03/01/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,716.65
NBAZ - Warrant Clearing Account	Check	1103728	03/01/22	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1103729	03/01/22	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1103730	03/01/22	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1103731	03/01/22	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1103732	03/01/22	Accounts Payable	NATIONWIDE	3,960.86
NBAZ - Warrant Clearing Account	Check	1103733	03/01/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1103734	03/01/22	Accounts Payable	NATIONWIDE TRUST FSB	3,782.95
NBAZ - Warrant Clearing Account	Check	1103735	03/01/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1103736	03/01/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,896.51
NBAZ - Warrant Clearing Account	Check	1103737	03/01/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1103738	03/01/22	Accounts Payable	SECURITY BENEFIT GROUP	315.00
NBAZ - Warrant Clearing Account	Check	1103739	03/01/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	996.00
NBAZ - Warrant Clearing Account	Check	1103740	03/01/22	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	44,061.72
NBAZ - Warrant Clearing Account	Check	1103741	03/01/22	Accounts Payable	ALLEGRA	399.02
NBAZ - Warrant Clearing Account	Check	1103742	03/01/22	Accounts Payable	ALSCO INC	483.12
NBAZ - Warrant Clearing Account	Check	1103743	03/01/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,831.29
NBAZ - Warrant Clearing Account	Check	1103744	03/01/22	Accounts Payable	AMAZON COM INC (Health & Library)	912.39
NBAZ - Warrant Clearing Account	Check	1103745	03/01/22	Accounts Payable	AMERICAN GRAPHICS INSTITUTE LLC	1,790.00
NBAZ - Warrant Clearing Account	Check	1103746	03/01/22	Accounts Payable	AMERIGAS - GALLUP	1,235.55
NBAZ - Warrant Clearing Account	Check	1103747	03/01/22	Accounts Payable	AMIGO CHEVROLET	2,732.30
NBAZ - Warrant Clearing Account	Check	1103748	03/01/22	Accounts Payable	AMIGO CHEVROLET	430.54
NBAZ - Warrant Clearing Account	Check	1103749	03/01/22	Accounts Payable	CHARLI A ANDERSON	413.60
NBAZ - Warrant Clearing Account	Check	1103750	03/01/22	Accounts Payable	ARAMARK UNIFORM & CAREER APPAREL	103.13
NBAZ - Warrant Clearing Account	Check	1103751	03/01/22	Accounts Payable	ARIZONA SMOKE SCHOOL LLC	450.00
NBAZ - Warrant Clearing Account	Check	1103752	03/01/22	Accounts Payable	ASPEN TIRE & OIL	34.00
NBAZ - Warrant Clearing Account	Check	1103753	03/01/22	Accounts Payable	AZ SUPREME COURT	3,670.75
NBAZ - Warrant Clearing Account	Check	1103754	03/01/22	Accounts Payable	AZ SUPREME COURT	1,594.30
NBAZ - Warrant Clearing Account	Check	1103755	03/01/22	Accounts Payable	BADGEANDWALLET.COM	250.00
NBAZ - Warrant Clearing Account	Check	1103756	03/01/22	Accounts Payable	BASHAS' CORPORATE OFFICE	43.38

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103757	03/01/22	Accounts Payable	BAUMAN HOME AND AUTO INC	1,450.22
NBAZ - Warrant Clearing Account	Check	1103758	03/01/22	Accounts Payable	SARAH MAE BEGAY	55.00
NBAZ - Warrant Clearing Account	Check	1103759	03/01/22	Accounts Payable	BRIAN BELL	200.00
NBAZ - Warrant Clearing Account	Check	1103760	03/01/22	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	522.36
NBAZ - Warrant Clearing Account	Check	1103761	03/01/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	83.75
NBAZ - Warrant Clearing Account	Check	1103762	03/01/22	Accounts Payable	BLUE KNIGHT SECURITY LLC	6,350.00
NBAZ - Warrant Clearing Account	Check	1103763	03/01/22	Accounts Payable	BLUE LINE TOWING	275.00
NBAZ - Warrant Clearing Account	Check	1103764	03/01/22	Accounts Payable	BODE CELLMARK FORENSICS INC	832.50
NBAZ - Warrant Clearing Account	Check	1103765	03/01/22	Accounts Payable	GLORIA BOWMAN	186.07
NBAZ - Warrant Clearing Account	Check	1103766	03/01/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	29,012.15
NBAZ - Warrant Clearing Account	Check	1103767	03/01/22	Accounts Payable	CALIBRE PRESS	537.00
NBAZ - Warrant Clearing Account	Check	1103768	03/01/22	Accounts Payable	CDW GOVERNMENT LLC	3,839.50
NBAZ - Warrant Clearing Account	Check	1103769	03/01/22	Accounts Payable	CEDAR GROVE WATER CO	479.24
NBAZ - Warrant Clearing Account	Check	1103770	03/01/22	Accounts Payable	CELLULAR ONE NE AZ	626.28
NBAZ - Warrant Clearing Account	Check	1103771	03/01/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	343.23
NBAZ - Warrant Clearing Account	Check	1103772	03/01/22	Accounts Payable	COPPER STATE BOLT & NUT CO	369.84
NBAZ - Warrant Clearing Account	Check	1103773	03/01/22	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	172.55
NBAZ - Warrant Clearing Account	Check	1103774	03/01/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	944.93
NBAZ - Warrant Clearing Account	Check	1103775	03/01/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	292.27
NBAZ - Warrant Clearing Account	Check	1103776	03/01/22	Accounts Payable	ROGER STUART CURTIS	420.66
NBAZ - Warrant Clearing Account	Check	1103777	03/01/22	Accounts Payable	TROY D CZARNYSZKA	57.34
NBAZ - Warrant Clearing Account	Check	1103778	03/01/22	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	92.18
NBAZ - Warrant Clearing Account	Check	1103779	03/01/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	228.96
NBAZ - Warrant Clearing Account	Check	1103780	03/01/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
NBAZ - Warrant Clearing Account	Check	1103781	03/01/22	Accounts Payable	JOSEPH DEDMAN JR	46.00
NBAZ - Warrant Clearing Account	Check	1103782	03/01/22	Accounts Payable	DESERT MOUNTAIN CORPORATION	4,579.53
NBAZ - Warrant Clearing Account	Check	1103783	03/01/22	Accounts Payable	DIRECTV LLC	96.23
NBAZ - Warrant Clearing Account	Check	1103784	03/01/22	Accounts Payable	DRURY INN AND SUITES FLAGSTAFF	262.38
NBAZ - Warrant Clearing Account	Check	1103785	03/01/22	Accounts Payable	E & E SERVICES INC	319.32
NBAZ - Warrant Clearing Account	Check	1103786	03/01/22	Accounts Payable	EMPIRE MACHINERY	1,760.25
NBAZ - Warrant Clearing Account	Check	1103787	03/01/22	Accounts Payable	FERRELLGAS	1,174.35
NBAZ - Warrant Clearing Account	Check	1103788	03/01/22	Accounts Payable	FLEET PRIDE	1,691.28
NBAZ - Warrant Clearing Account	Check	1103789	03/01/22	Accounts Payable	FRONTIER	391.68
NBAZ - Warrant Clearing Account	Check	1103790	03/01/22	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1103791	03/01/22	Accounts Payable	FRONTIER	808.52
NBAZ - Warrant Clearing Account	Check	1103792	03/01/22	Accounts Payable	FRONTIER	105.38
NBAZ - Warrant Clearing Account	Check	1103793	03/01/22	Accounts Payable	FRONTIER	101.41
NBAZ - Warrant Clearing Account	Check	1103794	03/01/22	Accounts Payable	FRONTIER	399.24

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103795	03/01/22	Accounts Payable	FRONTIER	178.84
NBAZ - Warrant Clearing Account	Check	1103796	03/01/22	Accounts Payable	FRONTIER	73.87
NBAZ - Warrant Clearing Account	Check	1103797	03/01/22	Accounts Payable	FRONTIER	272.24
NBAZ - Warrant Clearing Account	Check	1103798	03/01/22	Accounts Payable	FRONTIER	207.19
NBAZ - Warrant Clearing Account	Check	1103799	03/01/22	Accounts Payable	FRONTIER	253.28
NBAZ - Warrant Clearing Account	Check	1103800	03/01/22	Accounts Payable	FRONTIER	202.23
NBAZ - Warrant Clearing Account	Check	1103801	03/01/22	Accounts Payable	FUTURE TIRE	190.00
NBAZ - Warrant Clearing Account	Check	1103802	03/01/22	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
NBAZ - Warrant Clearing Account	Check	1103803	03/01/22	Accounts Payable	RICHARD C GUINN	31.41
NBAZ - Warrant Clearing Account	Check	1103804	03/01/22	Accounts Payable	BUTCH GUNNELS	157.96
NBAZ - Warrant Clearing Account	Check	1103805	03/01/22	Accounts Payable	HAMBLIN & ASSOCIATES LLC	4,950.00
NBAZ - Warrant Clearing Account	Check	1103806	03/01/22	Accounts Payable	HIGH COUNTRY PROPANE	1,961.56
NBAZ - Warrant Clearing Account	Check	1103807	03/01/22	Accounts Payable	HILL AZ GROCERY STORE	150.27
NBAZ - Warrant Clearing Account	Check	1103808	03/01/22	Accounts Payable	TERESA ANN JOHN	125.00
NBAZ - Warrant Clearing Account	Check	1103809	03/01/22	Accounts Payable	JONES OUTDOOR ADVERTISING INC	225.00
NBAZ - Warrant Clearing Account	Check	1103810	03/01/22	Accounts Payable	JUMBO AUTOMOTIVE	240.00
NBAZ - Warrant Clearing Account	Check	1103811	03/01/22	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	9,258.90
NBAZ - Warrant Clearing Account	Check	1103812	03/01/22	Accounts Payable	NAPA	675.66
NBAZ - Warrant Clearing Account	Check	1103813	03/01/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,666.11
NBAZ - Warrant Clearing Account	Check	1103814	03/01/22	Accounts Payable	NAVAJO WESTERNERS	10.34
NBAZ - Warrant Clearing Account	Check	1103815	03/01/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,928.90
NBAZ - Warrant Clearing Account	Check	1103816	03/01/22	Accounts Payable	NICOLL CONSTRUCTION LLC	20,900.00
NBAZ - Warrant Clearing Account	Check	1103817	03/01/22	Accounts Payable	NOEL'S INC	480.44
NBAZ - Warrant Clearing Account	Check	1103818	03/01/22	Accounts Payable	ANTONY C NOTAH	206.24
NBAZ - Warrant Clearing Account	Check	1103819	03/01/22	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	112.00
NBAZ - Warrant Clearing Account	Check	1103820	03/01/22	Accounts Payable	OFFICE DEPOT	95.53
NBAZ - Warrant Clearing Account	Check	1103821	03/01/22	Accounts Payable	ORIENTAL TRADING COMPANY	111.60
NBAZ - Warrant Clearing Account	Check	1103822	03/01/22	Accounts Payable	RYAN N PATTERSON	309.84
NBAZ - Warrant Clearing Account	Check	1103823	03/01/22	Accounts Payable	DOUGLAS LANCE PEARCE	302.46
NBAZ - Warrant Clearing Account	Check	1103824	03/01/22	Accounts Payable	PERFECT PRINTZ LLC	306.21
NBAZ - Warrant Clearing Account	Check	1103825	03/01/22	Accounts Payable	PHIL STRATTON ELECTRIC IN	580.00
NBAZ - Warrant Clearing Account	Check	1103826	03/01/22	Accounts Payable	PREMIER DRY CLEANING	35.00
NBAZ - Warrant Clearing Account	Check	1103827	03/01/22	Accounts Payable	PREMIUM PROPANE LLC	1,321.31
NBAZ - Warrant Clearing Account	Check	1103828	03/01/22	Accounts Payable	QUALITY CARQUEST	797.66
NBAZ - Warrant Clearing Account	Check	1103829	03/01/22	Accounts Payable	QUILL CORP	1,596.80
NBAZ - Warrant Clearing Account	Check	1103830	03/01/22	Accounts Payable	RHINEHART OIL CO	6,464.48
NBAZ - Warrant Clearing Account	Check	1103831	03/01/22	Accounts Payable	SAFELITE AUTO GLASS	32.13
NBAZ - Warrant Clearing Account	Check	1103832	03/01/22	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103833	03/01/22	Accounts Payable	SECURUS TECHNOLOGIES INC	893.47
NBAZ - Warrant Clearing Account	Check	1103834	03/01/22	Accounts Payable	JOE SHIRLEY JR	449.81
NBAZ - Warrant Clearing Account	Check	1103835	03/01/22	Accounts Payable	JEFF SODERQUIST	34.00
NBAZ - Warrant Clearing Account	Check	1103836	03/01/22	Accounts Payable	SOUTHERN TIRE MART LLC	958.79
NBAZ - Warrant Clearing Account	Check	1103837	03/01/22	Accounts Payable	SPARKLETT'S WATER	14.78
NBAZ - Warrant Clearing Account	Check	1103838	03/01/22	Accounts Payable	SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE	465.00
NBAZ - Warrant Clearing Account	Check	1103839	03/01/22	Accounts Payable	ST JOHNS UNITED DRUG	26.94
NBAZ - Warrant Clearing Account	Check	1103840	03/01/22	Accounts Payable	STANTEC CONSULTING SERVICES	6,650.25
NBAZ - Warrant Clearing Account	Check	1103841	03/01/22	Accounts Payable	STAPLES CREDIT PLAN	434.64
NBAZ - Warrant Clearing Account	Check	1103842	03/01/22	Accounts Payable	SUN GLASS LLC	2,899.03
NBAZ - Warrant Clearing Account	Check	1103843	03/01/22	Accounts Payable	SYMBOL ARTS	64.55
NBAZ - Warrant Clearing Account	Check	1103844	03/01/22	Accounts Payable	TRACTOR SUPPLY CO	349.77
NBAZ - Warrant Clearing Account	Check	1103845	03/01/22	Accounts Payable	TRIPLE R FUELS	95.18
NBAZ - Warrant Clearing Account	Check	1103846	03/01/22	Accounts Payable	CRAIG TSOSIE	100.00
NBAZ - Warrant Clearing Account	Check	1103847	03/01/22	Accounts Payable	TYLER TECHNOLOGIES INC	2,080.00
NBAZ - Warrant Clearing Account	Check	1103848	03/01/22	Accounts Payable	UNIFIRST CORPORATION	72.34
NBAZ - Warrant Clearing Account	Check	1103849	03/01/22	Accounts Payable	VALLEY AUTO PARTS	1,959.24
NBAZ - Warrant Clearing Account	Check	1103850	03/01/22	Accounts Payable	VALLEY IMAGING SOLUTIONS	27.97
NBAZ - Warrant Clearing Account	Check	1103851	03/01/22	Accounts Payable	VERIZON WIRELESS	1,335.03
NBAZ - Warrant Clearing Account	Check	1103852	03/01/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	32.21
NBAZ - Warrant Clearing Account	Check	1103853	03/01/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	24.42
NBAZ - Warrant Clearing Account	Check	1103854	03/01/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	3,896.62
NBAZ - Warrant Clearing Account	Check	1103855	03/01/22	Accounts Payable	MICHAEL B WHITING	111.51
NBAZ - Warrant Clearing Account	Check	1103856	03/01/22	Accounts Payable	WOODLAND BUILDING CENTER	655.20
NBAZ - Warrant Clearing Account	Check	1103857	03/01/22	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	8,850.00
NBAZ - Warrant Clearing Account	Check	1103858	03/01/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	376.92
NBAZ - Warrant Clearing Account	Check	1103859	03/01/22	Accounts Payable	JAY YELLOWHORSE	1,010.92
NBAZ - Warrant Clearing Account	Check	1103860	03/02/22	Accounts Payable	RYAN N PATTERSON	113.49
NBAZ - Warrant Clearing Account	Check	1103862	03/08/22	Accounts Payable	AIR COMM CORPORATION	2,620.93
NBAZ - Warrant Clearing Account	Check	1103863	03/08/22	Accounts Payable	NATIONAL BANK	10,853.22
NBAZ - Warrant Clearing Account	Check	1103864	03/08/22	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	381.72
NBAZ - Warrant Clearing Account	Check	1103865	03/08/22	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	2,411.09
NBAZ - Warrant Clearing Account	Check	1103866	03/08/22	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	956.63
NBAZ - Warrant Clearing Account	Check	1103867	03/08/22	Accounts Payable	ALTON JOE SHEPHERD	606.48
NBAZ - Warrant Clearing Account	Check	1103868	03/09/22	Accounts Payable	4IMPRINT	498.88
NBAZ - Warrant Clearing Account	Check	1103869	03/09/22	Accounts Payable	A WORLD OF TRAVEL	335.96
NBAZ - Warrant Clearing Account	Check	1103870	03/09/22	Accounts Payable	ALSCO INC	520.62
NBAZ - Warrant Clearing Account	Check	1103871	03/09/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	7,636.45

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103872	03/09/22	Accounts Payable	AMIGO CHEVROLET	617.01
NBAZ - Warrant Clearing Account	Check	1103873	03/09/22	Accounts Payable	APACHE COUNTY	284.67
NBAZ - Warrant Clearing Account	Check	1103874	03/09/22	Accounts Payable	ASPEN TIRE & OIL	69.98
NBAZ - Warrant Clearing Account	Check	1103875	03/09/22	Accounts Payable	AZ CONSTABLES ASSN	125.00
NBAZ - Warrant Clearing Account	Check	1103876	03/09/22	Accounts Payable	AZ COUNTIES INSURANCE POOL	2,018.19
NBAZ - Warrant Clearing Account	Check	1103877	03/09/22	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,354.49
NBAZ - Warrant Clearing Account	Check	1103878	03/09/22	Accounts Payable	AZ SUPREME COURT	2,094.83
NBAZ - Warrant Clearing Account	Check	1103879	03/09/22	Accounts Payable	BATTERIES PLUS OF SHOW LOW #958	23.65
NBAZ - Warrant Clearing Account	Check	1103880	03/09/22	Accounts Payable	BAUMAN HOME AND AUTO INC	1,469.74
NBAZ - Warrant Clearing Account	Check	1103881	03/09/22	Accounts Payable	SARAH MAE BEGAY	610.00
NBAZ - Warrant Clearing Account	Check	1103882	03/09/22	Accounts Payable	JIMICA LYNN BIGMAN	47.42
NBAZ - Warrant Clearing Account	Check	1103883	03/09/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	422.41
NBAZ - Warrant Clearing Account	Check	1103884	03/09/22	Accounts Payable	BOOT BARN	200.00
NBAZ - Warrant Clearing Account	Check	1103885	03/09/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	27,916.89
NBAZ - Warrant Clearing Account	Check	1103886	03/09/22	Accounts Payable	DEVIN BROWN	19.68
NBAZ - Warrant Clearing Account	Check	1103887	03/09/22	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	108.75
NBAZ - Warrant Clearing Account	Check	1103888	03/09/22	Accounts Payable	ELIZABETH A CASTILLO	22.70
NBAZ - Warrant Clearing Account	Check	1103889	03/09/22	Accounts Payable	CDW GOVERNMENT LLC	11,783.91
NBAZ - Warrant Clearing Account	Check	1103890	03/09/22	Accounts Payable	CELLULAR ONE NE AZ	268.37
NBAZ - Warrant Clearing Account	Check	1103891	03/09/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	276.26
NBAZ - Warrant Clearing Account	Check	1103892	03/09/22	Accounts Payable	CONTINUANT INC	1,237.16
NBAZ - Warrant Clearing Account	Check	1103893	03/09/22	Accounts Payable	CONTRACT PHARMACY SERVICES INC	1,059.59
NBAZ - Warrant Clearing Account	Check	1103894	03/09/22	Accounts Payable	COREMR LC	370.00
NBAZ - Warrant Clearing Account	Check	1103895	03/09/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	214.25
NBAZ - Warrant Clearing Account	Check	1103896	03/09/22	Accounts Payable	JOSEPH DEDMAN JR	70.00
NBAZ - Warrant Clearing Account	Check	1103897	03/09/22	Accounts Payable	DELL COMPUTER CORPORATION	1,200.13
NBAZ - Warrant Clearing Account	Check	1103898	03/09/22	Accounts Payable	DIAMOND C FEEDS	392.76
NBAZ - Warrant Clearing Account	Check	1103899	03/09/22	Accounts Payable	DIRECTV LLC	86.99
NBAZ - Warrant Clearing Account	Check	1103900	03/09/22	Accounts Payable	EM HALE LAW	40.00
NBAZ - Warrant Clearing Account	Check	1103901	03/09/22	Accounts Payable	EMPIRE MACHINERY	183.52
NBAZ - Warrant Clearing Account	Check	1103902	03/09/22	Accounts Payable	EMPIRE POWER SYSTEMS	308.00
NBAZ - Warrant Clearing Account	Check	1103903	03/09/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	519.78
NBAZ - Warrant Clearing Account	Check	1103904	03/09/22	Accounts Payable	FRONTIER	57.29
NBAZ - Warrant Clearing Account	Check	1103905	03/09/22	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1103906	03/09/22	Accounts Payable	FRONTIER	218.18
NBAZ - Warrant Clearing Account	Check	1103907	03/09/22	Accounts Payable	FRONTIER	142.73
NBAZ - Warrant Clearing Account	Check	1103908	03/09/22	Accounts Payable	FRONTIER	81.95
NBAZ - Warrant Clearing Account	Check	1103909	03/09/22	Accounts Payable	FRONTIER	169.71

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103910	03/09/22	Accounts Payable	FUTURE TIRE	2,543.01
NBAZ - Warrant Clearing Account	Check	1103911	03/09/22	Accounts Payable	GALL'S INC	1,460.50
NBAZ - Warrant Clearing Account	Check	1103912	03/09/22	Accounts Payable	GALLUP BLUEPRINT	1,889.00
NBAZ - Warrant Clearing Account	Check	1103913	03/09/22	Accounts Payable	GOSERCO, INC.	5,041.61
NBAZ - Warrant Clearing Account	Check	1103914	03/09/22	Accounts Payable	DARYL GREER	28.63
NBAZ - Warrant Clearing Account	Check	1103915	03/09/22	Accounts Payable	BUTCH GUNNELS	157.96
NBAZ - Warrant Clearing Account	Check	1103916	03/09/22	Accounts Payable	HILL AZ GROCERY STORE	283.40
NBAZ - Warrant Clearing Account	Check	1103917	03/09/22	Accounts Payable	HILLYARD/FLAGSTAFF	1,493.26
NBAZ - Warrant Clearing Account	Check	1103918	03/09/22	Accounts Payable	HOME DEPOT	329.14
NBAZ - Warrant Clearing Account	Check	1103919	03/09/22	Accounts Payable	LETA HONNIE	32.90
NBAZ - Warrant Clearing Account	Check	1103920	03/09/22	Accounts Payable	BRIAN HOUNSHELL	96.17
NBAZ - Warrant Clearing Account	Check	1103921	03/09/22	Accounts Payable	JOHN (JACK) INGRAM	295.00
NBAZ - Warrant Clearing Account	Check	1103922	03/09/22	Accounts Payable	GENEVA L JACKSON	1,609.00
NBAZ - Warrant Clearing Account	Check	1103923	03/09/22	Accounts Payable	KIMBALL EQUIPMENT COMPANY	26,658.00
NBAZ - Warrant Clearing Account	Check	1103924	03/09/22	Accounts Payable	KONICA MINOLTA	336.50
NBAZ - Warrant Clearing Account	Check	1103925	03/09/22	Accounts Payable	LANGUAGE LINE SERVICES INC	183.02
NBAZ - Warrant Clearing Account	Check	1103926	03/09/22	Accounts Payable	LARSON WASTE INC	124.00
NBAZ - Warrant Clearing Account	Check	1103927	03/09/22	Accounts Payable	LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC	150.00
NBAZ - Warrant Clearing Account	Check	1103928	03/09/22	Accounts Payable	LEGATE, PENROD & ASSOCIATES	7,232.00
NBAZ - Warrant Clearing Account	Check	1103929	03/09/22	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	93.89
NBAZ - Warrant Clearing Account	Check	1103930	03/09/22	Accounts Payable	LOWES #24	63.79
NBAZ - Warrant Clearing Account	Check	1103931	03/09/22	Accounts Payable	CHRIS MCCARTHY	831.76
NBAZ - Warrant Clearing Account	Check	1103932	03/09/22	Accounts Payable	MISSION UNIFORM & LINEN	93.79
NBAZ - Warrant Clearing Account	Check	1103933	03/09/22	Accounts Payable	MOVIE LICENSING USA (SWANK)	2,089.00
NBAZ - Warrant Clearing Account	Check	1103934	03/09/22	Accounts Payable	NAPA	24.00
NBAZ - Warrant Clearing Account	Check	1103935	03/09/22	Accounts Payable	NATIONAL CONSTABLES AND MARSHALS ASSOC	60.00
NBAZ - Warrant Clearing Account	Check	1103936	03/09/22	Accounts Payable	NATIONAL JUDGES ASSOCIATION	150.00
NBAZ - Warrant Clearing Account	Check	1103937	03/09/22	Accounts Payable	NAVAJO TRACTOR SALES INC	590.00
NBAZ - Warrant Clearing Account	Check	1103938	03/09/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	685.45
NBAZ - Warrant Clearing Account	Check	1103939	03/09/22	Accounts Payable	NAVAJO WESTERNERS	10.58
NBAZ - Warrant Clearing Account	Check	1103940	03/09/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,381.58
NBAZ - Warrant Clearing Account	Check	1103941	03/09/22	Accounts Payable	HALEY RHAЕ NICOLL	195.83
NBAZ - Warrant Clearing Account	Check	1103942	03/09/22	Accounts Payable	LARRY NOBLE	116.35
NBAZ - Warrant Clearing Account	Check	1103943	03/09/22	Accounts Payable	ANTONY C NOTAH	295.00
NBAZ - Warrant Clearing Account	Check	1103944	03/09/22	Accounts Payable	OCLC INC	83.90
NBAZ - Warrant Clearing Account	Check	1103945	03/09/22	Accounts Payable	OVERDRIVE INC	1,978.66
NBAZ - Warrant Clearing Account	Check	1103946	03/09/22	Accounts Payable	PACIFIC PONDEROSA CO INC	45,940.19
NBAZ - Warrant Clearing Account	Check	1103947	03/09/22	Accounts Payable	PENWORTHY COMPANY	320.26

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103948	03/09/22	Accounts Payable	PERFECT PRINTZ LLC	160.06
NBAZ - Warrant Clearing Account	Check	1103949	03/09/22	Accounts Payable	PITNEY BOWES	2,544.75
NBAZ - Warrant Clearing Account	Check	1103950	03/09/22	Accounts Payable	PREMIUM PROPANE LLC	1,495.43
NBAZ - Warrant Clearing Account	Check	1103951	03/09/22	Accounts Payable	QUILL CORP	3,608.29
NBAZ - Warrant Clearing Account	Check	1103952	03/09/22	Accounts Payable	RAELENE RABAN	84.98
NBAZ - Warrant Clearing Account	Check	1103953	03/09/22	Accounts Payable	RDO EQUIPMENT CO	932.43
NBAZ - Warrant Clearing Account	Check	1103954	03/09/22	Accounts Payable	RELIABLE BACKGROUND SCREENING	83.00
NBAZ - Warrant Clearing Account	Check	1103955	03/09/22	Accounts Payable	REST UR RUMP	318.65
NBAZ - Warrant Clearing Account	Check	1103956	03/09/22	Accounts Payable	RHINEHART OIL CO	3,999.25
NBAZ - Warrant Clearing Account	Check	1103957	03/09/22	Accounts Payable	SAFELITE AUTO GLASS	1,419.88
NBAZ - Warrant Clearing Account	Check	1103958	03/09/22	Accounts Payable	SAFETY KLEEN	637.16
NBAZ - Warrant Clearing Account	Check	1103959	03/09/22	Accounts Payable	SAFEWAY INC	117.42
NBAZ - Warrant Clearing Account	Check	1103960	03/09/22	Accounts Payable	SEM APPLICATIONS INC	96.00
NBAZ - Warrant Clearing Account	Check	1103961	03/09/22	Accounts Payable	JOE SHIRLEY JR	162.64
NBAZ - Warrant Clearing Account	Check	1103962	03/09/22	Accounts Payable	SIERRA PROPANE	2,099.48
NBAZ - Warrant Clearing Account	Check	1103963	03/09/22	Accounts Payable	SPARKLETT'S WATER	169.87
NBAZ - Warrant Clearing Account	Check	1103964	03/09/22	Accounts Payable	ST JOHNS CITY	717.73
NBAZ - Warrant Clearing Account	Check	1103965	03/09/22	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	140.45
NBAZ - Warrant Clearing Account	Check	1103966	03/09/22	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	243.63
NBAZ - Warrant Clearing Account	Check	1103967	03/09/22	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1103968	03/09/22	Accounts Payable	JEREL THOMAS	831.76
NBAZ - Warrant Clearing Account	Check	1103969	03/09/22	Accounts Payable	THOMSON REUTERS WEST	4,786.00
NBAZ - Warrant Clearing Account	Check	1103970	03/09/22	Accounts Payable	TOWN OF EAGAR	114.91
NBAZ - Warrant Clearing Account	Check	1103971	03/09/22	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1103972	03/09/22	Accounts Payable	TRINITY SERVICES GROUP INC	17,757.60
NBAZ - Warrant Clearing Account	Check	1103973	03/09/22	Accounts Payable	ULINE INC	1,229.70
NBAZ - Warrant Clearing Account	Check	1103974	03/09/22	Accounts Payable	UNIFIRST CORPORATION	191.97
NBAZ - Warrant Clearing Account	Check	1103975	03/09/22	Accounts Payable	UNITED PARCEL SERVICE	600.00
NBAZ - Warrant Clearing Account	Check	1103976	03/09/22	Accounts Payable	US POSTMASTER	49.58
NBAZ - Warrant Clearing Account	Check	1103977	03/09/22	Accounts Payable	VALLEY AUTO PARTS	700.31
NBAZ - Warrant Clearing Account	Check	1103978	03/09/22	Accounts Payable	HEATHER VAN DER NOORD	24.69
NBAZ - Warrant Clearing Account	Check	1103979	03/09/22	Accounts Payable	VERIZON WIRELESS	360.56
NBAZ - Warrant Clearing Account	Check	1103980	03/09/22	Accounts Payable	WESTERN STATES SHERIFFS ASSN	200.00
NBAZ - Warrant Clearing Account	Check	1103981	03/09/22	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	5,388.66
NBAZ - Warrant Clearing Account	Check	1103982	03/09/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	61.16
NBAZ - Warrant Clearing Account	Check	1103983	03/09/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	88.00
NBAZ - Warrant Clearing Account	Check	1103984	03/09/22	Accounts Payable	MICHAEL B WHITING	240.09
NBAZ - Warrant Clearing Account	Check	1103985	03/09/22	Accounts Payable	WRIGHT EXPRESS FSC WEX	1,973.20

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103986	03/09/22	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
NBAZ - Warrant Clearing Account	Check	1103987	03/14/22	Accounts Payable	ALTON JOE SHEPHERD	629.02
NBAZ - Warrant Clearing Account	Check	1104014	03/15/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	355.93
NBAZ - Warrant Clearing Account	Check	1104015	03/15/22	Accounts Payable	APACHE COUNTY FSA	788.24
NBAZ - Warrant Clearing Account	Check	1104016	03/15/22	Accounts Payable	APACHE COUNTY HSA	4,010.76
NBAZ - Warrant Clearing Account	Check	1104017	03/15/22	Accounts Payable	APACHE COUNTY MEDICAL	169,708.69
NBAZ - Warrant Clearing Account	Check	1104018	03/15/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	152,890.28
NBAZ - Warrant Clearing Account	Check	1104019	03/15/22	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1104020	03/15/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	126,860.39
NBAZ - Warrant Clearing Account	Check	1104021	03/15/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1104022	03/15/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,337.93
NBAZ - Warrant Clearing Account	Check	1104023	03/15/22	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1104024	03/15/22	Accounts Payable	CORP DISABILITY	186.46
NBAZ - Warrant Clearing Account	Check	1104025	03/15/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,577.68
NBAZ - Warrant Clearing Account	Check	1104026	03/15/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,600.02
NBAZ - Warrant Clearing Account	Check	1104027	03/15/22	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1104028	03/15/22	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1104029	03/15/22	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1104030	03/15/22	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1104031	03/15/22	Accounts Payable	NATIONWIDE	3,808.93
NBAZ - Warrant Clearing Account	Check	1104032	03/15/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1104033	03/15/22	Accounts Payable	NATIONWIDE TRUST FSB	3,782.95
NBAZ - Warrant Clearing Account	Check	1104034	03/15/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1104035	03/15/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,814.03
NBAZ - Warrant Clearing Account	Check	1104036	03/15/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1104037	03/15/22	Accounts Payable	SECURITY BENEFIT GROUP	315.00
NBAZ - Warrant Clearing Account	Check	1104038	03/15/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	996.00
NBAZ - Warrant Clearing Account	Check	1104039	03/15/22	Accounts Payable	4IMPRINT	1,169.60
NBAZ - Warrant Clearing Account	Check	1104040	03/15/22	Accounts Payable	AA BEDLINERS & MOORE	520.00
NBAZ - Warrant Clearing Account	Check	1104041	03/15/22	Accounts Payable	ADVERTISING IDEAS	494.19
NBAZ - Warrant Clearing Account	Check	1104042	03/15/22	Accounts Payable	ALLEGRA	933.82
NBAZ - Warrant Clearing Account	Check	1104043	03/15/22	Accounts Payable	ALPINE WATER AND SANITARY	91.36
NBAZ - Warrant Clearing Account	Check	1104044	03/15/22	Accounts Payable	ALSCO INC	596.70
NBAZ - Warrant Clearing Account	Check	1104045	03/15/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,424.72
NBAZ - Warrant Clearing Account	Check	1104046	03/15/22	Accounts Payable	AMERIGAS - GALLUP	3,915.74
NBAZ - Warrant Clearing Account	Check	1104047	03/15/22	Accounts Payable	AMIGO CHEVROLET	419.16
NBAZ - Warrant Clearing Account	Check	1104048	03/15/22	Accounts Payable	AMIGO CHEVROLET	68.05
NBAZ - Warrant Clearing Account	Check	1104049	03/15/22	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	318.47

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104050	03/15/22	Accounts Payable	RUBEN A ARANDA MARIN	18.00
NBAZ - Warrant Clearing Account	Check	1104051	03/15/22	Accounts Payable	KENDRA L ARCHULETA	30.77
NBAZ - Warrant Clearing Account	Check	1104052	03/15/22	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	140.00
NBAZ - Warrant Clearing Account	Check	1104053	03/15/22	Accounts Payable	ASHTONS REPAIR INC	446.30
NBAZ - Warrant Clearing Account	Check	1104054	03/15/22	Accounts Payable	ASPEN TIRE & OIL	162.35
NBAZ - Warrant Clearing Account	Check	1104055	03/15/22	Accounts Payable	AT&T MOBILITY	136.79
NBAZ - Warrant Clearing Account	Check	1104056	03/15/22	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,070.00
NBAZ - Warrant Clearing Account	Check	1104057	03/15/22	Accounts Payable	BADGEANDWALLET.COM	582.00
NBAZ - Warrant Clearing Account	Check	1104058	03/15/22	Accounts Payable	BASHAS' CORPORATE OFFICE	29.33
NBAZ - Warrant Clearing Account	Check	1104059	03/15/22	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	660.00
NBAZ - Warrant Clearing Account	Check	1104060	03/15/22	Accounts Payable	BAUMAN HOME AND AUTO INC	854.93
NBAZ - Warrant Clearing Account	Check	1104061	03/15/22	Accounts Payable	SARAH MAE BEGAY	210.00
NBAZ - Warrant Clearing Account	Check	1104062	03/15/22	Accounts Payable	JUSTIN L BERRY	100.00
NBAZ - Warrant Clearing Account	Check	1104063	03/15/22	Accounts Payable	BI INC	375.53
NBAZ - Warrant Clearing Account	Check	1104064	03/15/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	301.72
NBAZ - Warrant Clearing Account	Check	1104065	03/15/22	Accounts Payable	BLUE LINE TOWING	450.00
NBAZ - Warrant Clearing Account	Check	1104066	03/15/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	82,929.40
NBAZ - Warrant Clearing Account	Check	1104067	03/15/22	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1104068	03/15/22	Accounts Payable	JARROD C BROOKS	14.70
NBAZ - Warrant Clearing Account	Check	1104069	03/15/22	Accounts Payable	BULWARK EXTERMINATING LLC	157.00
NBAZ - Warrant Clearing Account	Check	1104070	03/15/22	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1104071	03/15/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1104072	03/15/22	Accounts Payable	BURNHAM MORTUARY	448.78
NBAZ - Warrant Clearing Account	Check	1104073	03/15/22	Accounts Payable	BURNHAM MORTUARY	1,000.00
NBAZ - Warrant Clearing Account	Check	1104074	03/15/22	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	985.85
NBAZ - Warrant Clearing Account	Check	1104075	03/15/22	Accounts Payable	REDACTED	128.29
NBAZ - Warrant Clearing Account	Check	1104076	03/15/22	Accounts Payable	ELIZABETH A CASTILLO	168.97
NBAZ - Warrant Clearing Account	Check	1104077	03/15/22	Accounts Payable	CDW GOVERNMENT LLC	287.80
NBAZ - Warrant Clearing Account	Check	1104078	03/15/22	Accounts Payable	CELLULAR ONE NE AZ	295.49
NBAZ - Warrant Clearing Account	Check	1104079	03/15/22	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	213.50
NBAZ - Warrant Clearing Account	Check	1104080	03/15/22	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	9,900.00
NBAZ - Warrant Clearing Account	Check	1104081	03/15/22	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	76.35
NBAZ - Warrant Clearing Account	Check	1104082	03/15/22	Accounts Payable	KIMBERLY LOUISE COLE	450.84
NBAZ - Warrant Clearing Account	Check	1104083	03/15/22	Accounts Payable	CONCHOCANI (COMMUNITY ACTION NETWORK)	1,063.82
NBAZ - Warrant Clearing Account	Check	1104084	03/15/22	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	420.00
NBAZ - Warrant Clearing Account	Check	1104085	03/15/22	Accounts Payable	RODGER DAHOZY	450.90
NBAZ - Warrant Clearing Account	Check	1104086	03/15/22	Accounts Payable	TINA DAWES	12.94
NBAZ - Warrant Clearing Account	Check	1104087	03/15/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	340.33

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104088	03/15/22	Accounts Payable	DELL COMPUTER CORPORATION	112.19
NBAZ - Warrant Clearing Account	Check	1104089	03/15/22	Accounts Payable	DISH NETWORK	113.98
NBAZ - Warrant Clearing Account	Check	1104090	03/15/22	Accounts Payable	DISH NETWORK	122.52
NBAZ - Warrant Clearing Account	Check	1104091	03/15/22	Accounts Payable	DISH NETWORK	88.53
NBAZ - Warrant Clearing Account	Check	1104092	03/15/22	Accounts Payable	CAREY D DOBSON	48.96
NBAZ - Warrant Clearing Account	Check	1104093	03/15/22	Accounts Payable	ELECTION OFFICIALS OF ARIZONA	100.00
NBAZ - Warrant Clearing Account	Check	1104094	03/15/22	Accounts Payable	EMPIRE MACHINERY	88,274.57
NBAZ - Warrant Clearing Account	Check	1104095	03/15/22	Accounts Payable	FERRELLGAS	705.02
NBAZ - Warrant Clearing Account	Check	1104096	03/15/22	Accounts Payable	ROBERT L FITE	68.44
NBAZ - Warrant Clearing Account	Check	1104097	03/15/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	145.14
NBAZ - Warrant Clearing Account	Check	1104098	03/15/22	Accounts Payable	GABRIEL FREELAND	97.10
NBAZ - Warrant Clearing Account	Check	1104099	03/15/22	Accounts Payable	JOHN L FREEMAN JR	52.48
NBAZ - Warrant Clearing Account	Check	1104100	03/15/22	Accounts Payable	FRONTIER	21.65
NBAZ - Warrant Clearing Account	Check	1104101	03/15/22	Accounts Payable	FRONTIER	21.30
NBAZ - Warrant Clearing Account	Check	1104102	03/15/22	Accounts Payable	FRONTIER	173.77
NBAZ - Warrant Clearing Account	Check	1104103	03/15/22	Accounts Payable	FRONTIER	218.69
NBAZ - Warrant Clearing Account	Check	1104104	03/15/22	Accounts Payable	FRONTIER	173.36
NBAZ - Warrant Clearing Account	Check	1104105	03/15/22	Accounts Payable	FRONTIER	129.74
NBAZ - Warrant Clearing Account	Check	1104106	03/15/22	Accounts Payable	FRONTIER	174.33
NBAZ - Warrant Clearing Account	Check	1104107	03/15/22	Accounts Payable	FRONTIER	180.21
NBAZ - Warrant Clearing Account	Check	1104108	03/15/22	Accounts Payable	FRONTIER	253.82
NBAZ - Warrant Clearing Account	Check	1104109	03/15/22	Accounts Payable	FRONTIER	180.93
NBAZ - Warrant Clearing Account	Check	1104110	03/15/22	Accounts Payable	FRONTIER	117.97
NBAZ - Warrant Clearing Account	Check	1104111	03/15/22	Accounts Payable	FRONTIER	21.65
NBAZ - Warrant Clearing Account	Check	1104112	03/15/22	Accounts Payable	FRONTIER	102.30
NBAZ - Warrant Clearing Account	Check	1104113	03/15/22	Accounts Payable	FUTURE TIRE	817.69
NBAZ - Warrant Clearing Account	Check	1104114	03/15/22	Accounts Payable	GALL'S INC	321.38
NBAZ - Warrant Clearing Account	Check	1104115	03/15/22	Accounts Payable	GALLUP INDEPENDENT	311.96
NBAZ - Warrant Clearing Account	Check	1104116	03/15/22	Accounts Payable	GALLUP LUMBER & SUPPLY	3,179.26
NBAZ - Warrant Clearing Account	Check	1104117	03/15/22	Accounts Payable	GALLUP WATER WORKS	26.72
NBAZ - Warrant Clearing Account	Check	1104118	03/15/22	Accounts Payable	GLAXO SMITHKLINE PHARMACY	3,883.54
NBAZ - Warrant Clearing Account	Check	1104119	03/15/22	Accounts Payable	GLOBAL SENSORS	1,007.41
NBAZ - Warrant Clearing Account	Check	1104120	03/15/22	Accounts Payable	GOLIGHTLY TIRE	292.92
NBAZ - Warrant Clearing Account	Check	1104121	03/15/22	Accounts Payable	REDACTED	1,050.00
NBAZ - Warrant Clearing Account	Check	1104122	03/15/22	Accounts Payable	REDACTED	157.96
NBAZ - Warrant Clearing Account	Check	1104123	03/15/22	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1104124	03/15/22	Accounts Payable	HAMPTON INN & SUITES	481.14
NBAZ - Warrant Clearing Account	Check	1104125	03/15/22	Accounts Payable	HEALTH EQUITY INC	171.05

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104126	03/15/22	Accounts Payable	KLINT HEAP	1,406.00
NBAZ - Warrant Clearing Account	Check	1104127	03/15/22	Accounts Payable	HILL AZ GROCERY STORE	204.53
NBAZ - Warrant Clearing Account	Check	1104128	03/15/22	Accounts Payable	HILLYARD/FLAGSTAFF	1,000.33
NBAZ - Warrant Clearing Account	Check	1104129	03/15/22	Accounts Payable	HOME DEPOT	3,607.36
NBAZ - Warrant Clearing Account	Check	1104130	03/15/22	Accounts Payable	HORNE AUTO CENTER INC	993.78
NBAZ - Warrant Clearing Account	Check	1104131	03/15/22	Accounts Payable	INGRAM LIBRARY SERVICES	5,650.42
NBAZ - Warrant Clearing Account	Check	1104132	03/15/22	Accounts Payable	I PRO TECH LLC	500.00
NBAZ - Warrant Clearing Account	Check	1104133	03/15/22	Accounts Payable	REDACTED	561.91
NBAZ - Warrant Clearing Account	Check	1104134	03/15/22	Accounts Payable	KB WELDING INC	1,025.75
NBAZ - Warrant Clearing Account	Check	1104135	03/15/22	Accounts Payable	KONICA MINOLTA	9.40
NBAZ - Warrant Clearing Account	Check	1104136	03/15/22	Accounts Payable	LARSON WASTE INC	19.95
NBAZ - Warrant Clearing Account	Check	1104137	03/15/22	Accounts Payable	LAWSON PRODUCTS INC	486.66
NBAZ - Warrant Clearing Account	Check	1104138	03/15/22	Accounts Payable	LIGHT HOUSE OF ARIZONA	574.93
NBAZ - Warrant Clearing Account	Check	1104139	03/15/22	Accounts Payable	LINGO	61.59
NBAZ - Warrant Clearing Account	Check	1104140	03/15/22	Accounts Payable	LOWES #24	153.81
NBAZ - Warrant Clearing Account	Check	1104141	03/15/22	Accounts Payable	MEAD PUBLISHING	2,575.00
NBAZ - Warrant Clearing Account	Check	1104142	03/15/22	Accounts Payable	OSCAR R MIRANDA	65.88
NBAZ - Warrant Clearing Account	Check	1104143	03/15/22	Accounts Payable	RETTA MOORE	71.13
NBAZ - Warrant Clearing Account	Check	1104144	03/15/22	Accounts Payable	DANIEL R MUTH	35.92
NBAZ - Warrant Clearing Account	Check	1104145	03/15/22	Accounts Payable	NAPA	993.47
NBAZ - Warrant Clearing Account	Check	1104146	03/15/22	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	1,703.84
NBAZ - Warrant Clearing Account	Check	1104147	03/15/22	Accounts Payable	NAVAJO SANITATION INC	332.31
NBAZ - Warrant Clearing Account	Check	1104148	03/15/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	10,125.12
NBAZ - Warrant Clearing Account	Check	1104149	03/15/22	Accounts Payable	NAVAJO WESTERNERS	46.17
NBAZ - Warrant Clearing Account	Check	1104150	03/15/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	9,545.23
NBAZ - Warrant Clearing Account	Check	1104151	03/15/22	Accounts Payable	NOEL'S INC	399.09
NBAZ - Warrant Clearing Account	Check	1104152	03/15/22	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	26.04
NBAZ - Warrant Clearing Account	Check	1104153	03/15/22	Accounts Payable	NORTHLAND PIONEER COLLEGE	950.00
NBAZ - Warrant Clearing Account	Check	1104154	03/15/22	Accounts Payable	O'REILLY AUTO PARTS	89.94
NBAZ - Warrant Clearing Account	Check	1104155	03/15/22	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	349.00
NBAZ - Warrant Clearing Account	Check	1104156	03/15/22	Accounts Payable	OFFICE DEPOT	115.04
NBAZ - Warrant Clearing Account	Check	1104157	03/15/22	Accounts Payable	OVERDRIVE INC	1,143.82
NBAZ - Warrant Clearing Account	Check	1104158	03/15/22	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1104159	03/15/22	Accounts Payable	RYAN N PATTERSON	365.50
NBAZ - Warrant Clearing Account	Check	1104160	03/15/22	Accounts Payable	RYAN N PATTERSON	345.10
NBAZ - Warrant Clearing Account	Check	1104161	03/15/22	Accounts Payable	SHANNA Y PEARCE	246.39
NBAZ - Warrant Clearing Account	Check	1104162	03/15/22	Accounts Payable	PERFECT PRINTZ LLC	199.69
NBAZ - Warrant Clearing Account	Check	1104163	03/15/22	Accounts Payable	PIMA COUNTY MEDICAL	5,000.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104164	03/15/22	Accounts Payable	PREMIUM PROPANE LLC	1,504.12
NBAZ - Warrant Clearing Account	Check	1104165	03/15/22	Accounts Payable	QUILL CORP	1,209.61
NBAZ - Warrant Clearing Account	Check	1104166	03/15/22	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1104167	03/15/22	Accounts Payable	R&S NORTHEAST LLC	497.90
NBAZ - Warrant Clearing Account	Check	1104168	03/15/22	Accounts Payable	RELANT HIRING SOLUTIONS	599.00
NBAZ - Warrant Clearing Account	Check	1104169	03/15/22	Accounts Payable	RHINEHART OIL CO	35,287.62
NBAZ - Warrant Clearing Account	Check	1104170	03/15/22	Accounts Payable	RICOH USA INC	24.29
NBAZ - Warrant Clearing Account	Check	1104171	03/15/22	Accounts Payable	RIGG LAW FIRM PLLC	1,528.00
NBAZ - Warrant Clearing Account	Check	1104172	03/15/22	Accounts Payable	RUSH TRUCK CENTER	846.60
NBAZ - Warrant Clearing Account	Check	1104173	03/15/22	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	125.26
NBAZ - Warrant Clearing Account	Check	1104174	03/15/22	Accounts Payable	SAFELITE AUTO GLASS	763.25
NBAZ - Warrant Clearing Account	Check	1104175	03/15/22	Accounts Payable	PATRICK J SANDOVAL	247.19
NBAZ - Warrant Clearing Account	Check	1104176	03/15/22	Accounts Payable	SANOPI PASTEUR INC	3,667.89
NBAZ - Warrant Clearing Account	Check	1104177	03/15/22	Accounts Payable	SEAN P WILSON MD	300.00
NBAZ - Warrant Clearing Account	Check	1104178	03/15/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,460.02
NBAZ - Warrant Clearing Account	Check	1104179	03/15/22	Accounts Payable	ALTON JOE SHEPHERD	16.97
NBAZ - Warrant Clearing Account	Check	1104180	03/15/22	Accounts Payable	SIERRA PROPANE	2,768.28
NBAZ - Warrant Clearing Account	Check	1104181	03/15/22	Accounts Payable	SONJAS CUSTOMIZED EMBROIDERY	48.00
NBAZ - Warrant Clearing Account	Check	1104182	03/15/22	Accounts Payable	SRFAX (J2 GLOBAL CANADA INC)	154.20
NBAZ - Warrant Clearing Account	Check	1104183	03/15/22	Accounts Payable	ST JOHNS CITY	55.58
NBAZ - Warrant Clearing Account	Check	1104184	03/15/22	Accounts Payable	ST JOHNS CUSTOM WORKS INC	289.93
NBAZ - Warrant Clearing Account	Check	1104185	03/15/22	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	175.50
NBAZ - Warrant Clearing Account	Check	1104186	03/15/22	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	157.50
NBAZ - Warrant Clearing Account	Check	1104187	03/15/22	Accounts Payable	SUN GLASS LLC	460.59
NBAZ - Warrant Clearing Account	Check	1104188	03/15/22	Accounts Payable	JASON YOUNG SUTTLES	636.94
NBAZ - Warrant Clearing Account	Check	1104189	03/15/22	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	502.63
NBAZ - Warrant Clearing Account	Check	1104190	03/15/22	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	431.20
NBAZ - Warrant Clearing Account	Check	1104191	03/15/22	Accounts Payable	THE GUIDANCE CENTER	1,000.00
NBAZ - Warrant Clearing Account	Check	1104192	03/15/22	Accounts Payable	THE POUR STATION	160.03
NBAZ - Warrant Clearing Account	Check	1104193	03/15/22	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1104194	03/15/22	Accounts Payable	THOMSON REUTERS WEST	4,784.77
NBAZ - Warrant Clearing Account	Check	1104195	03/15/22	Accounts Payable	TIME MASTERS	28.00
NBAZ - Warrant Clearing Account	Check	1104196	03/15/22	Accounts Payable	TOWN OF EAGAR	117.49
NBAZ - Warrant Clearing Account	Check	1104197	03/15/22	Accounts Payable	TRIPLE R FUELS	117.78
NBAZ - Warrant Clearing Account	Check	1104198	03/15/22	Accounts Payable	TYLER TECHNOLOGIES INC	3,780.00
NBAZ - Warrant Clearing Account	Check	1104199	03/15/22	Accounts Payable	UNIFIRST CORPORATION	73.42
NBAZ - Warrant Clearing Account	Check	1104200	03/15/22	Accounts Payable	US POSTMASTER	800.00
NBAZ - Warrant Clearing Account	Check	1104201	03/15/22	Accounts Payable	US POSTMASTER	265.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104202	03/15/22	Accounts Payable	VERIZON WIRELESS	706.45
NBAZ - Warrant Clearing Account	Check	1104203	03/15/22	Accounts Payable	WESTERN DRUG COMPANY	5.00
NBAZ - Warrant Clearing Account	Check	1104204	03/15/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	1,654.11
NBAZ - Warrant Clearing Account	Check	1104205	03/15/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	11.04
NBAZ - Warrant Clearing Account	Check	1104206	03/15/22	Accounts Payable	WHITEHORSE, FERNANDO ORLANDO	85.00
NBAZ - Warrant Clearing Account	Check	1104207	03/15/22	Accounts Payable	JULIE R WILKINS	150.00
NBAZ - Warrant Clearing Account	Check	1104208	03/15/22	Accounts Payable	WOODLAND BUILDING CENTER	70.88
NBAZ - Warrant Clearing Account	Check	1104209	03/15/22	Accounts Payable	WRIGHT EXPRESS FSC WEX	1,946.02
NBAZ - Warrant Clearing Account	Check	1104210	03/15/22	Accounts Payable	XEROX CORP	178.31
NBAZ - Warrant Clearing Account	Check	1104211	03/15/22	Accounts Payable	SCOTT YAROSH	636.94
NBAZ - Warrant Clearing Account	Check	1104212	03/15/22	Accounts Payable	JOSEPH YOUNG	1,800.52
NBAZ - Warrant Clearing Account	Check	1104213	03/17/22	Accounts Payable	AZ DEPT OF REVENUE	486.02
NBAZ - Warrant Clearing Account	Check	1104214	03/17/22	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	873.40
NBAZ - Warrant Clearing Account	Check	1104215	03/22/22	Accounts Payable	24 HOUR GAS-N-GO	34.04
NBAZ - Warrant Clearing Account	Check	1104216	03/22/22	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
NBAZ - Warrant Clearing Account	Check	1104217	03/22/22	Accounts Payable	ALLEGRA	4,009.50
NBAZ - Warrant Clearing Account	Check	1104218	03/22/22	Accounts Payable	ALPINE WATER AND SANITARY	165.08
NBAZ - Warrant Clearing Account	Check	1104219	03/22/22	Accounts Payable	ALSCO INC	982.70
NBAZ - Warrant Clearing Account	Check	1104220	03/22/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,318.59
NBAZ - Warrant Clearing Account	Check	1104221	03/22/22	Accounts Payable	AMAZON COM INC (Health & Library)	10.90
NBAZ - Warrant Clearing Account	Check	1104222	03/22/22	Accounts Payable	AMIGO CHEVROLET	129.86
NBAZ - Warrant Clearing Account	Check	1104223	03/22/22	Accounts Payable	APACHE COUNTY	6.52
NBAZ - Warrant Clearing Account	Check	1104224	03/22/22	Accounts Payable	ARAMARK UNIFORM & CAREER APPAREL	13.02
NBAZ - Warrant Clearing Account	Check	1104225	03/22/22	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	280.00
NBAZ - Warrant Clearing Account	Check	1104226	03/22/22	Accounts Payable	ASHTONS REPAIR INC	3,742.96
NBAZ - Warrant Clearing Account	Check	1104227	03/22/22	Accounts Payable	ASPEN TIRE & OIL	267.05
NBAZ - Warrant Clearing Account	Check	1104228	03/22/22	Accounts Payable	AT&T MOBILITY	159.46
NBAZ - Warrant Clearing Account	Check	1104229	03/22/22	Accounts Payable	AZ COURTS ASSN	310.00
NBAZ - Warrant Clearing Account	Check	1104230	03/22/22	Accounts Payable	AZLGEBT	335,810.89
NBAZ - Warrant Clearing Account	Check	1104231	03/22/22	Accounts Payable	B & H WHOLESALE POPCORN CANNERY	179.25
NBAZ - Warrant Clearing Account	Check	1104232	03/22/22	Accounts Payable	BASHAS' CORPORATE OFFICE	222.34
NBAZ - Warrant Clearing Account	Check	1104233	03/22/22	Accounts Payable	BAUMAN HOME AND AUTO INC	363.75
NBAZ - Warrant Clearing Account	Check	1104234	03/22/22	Accounts Payable	BERNICE BEGAY	116.00
NBAZ - Warrant Clearing Account	Check	1104235	03/22/22	Accounts Payable	MARLEITA BEGAY	878.57
NBAZ - Warrant Clearing Account	Check	1104236	03/22/22	Accounts Payable	SARAH MAE BEGAY	350.00
NBAZ - Warrant Clearing Account	Check	1104237	03/22/22	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	579.02
NBAZ - Warrant Clearing Account	Check	1104238	03/22/22	Accounts Payable	SANDRA L BLANSETT	49.99
NBAZ - Warrant Clearing Account	Check	1104239	03/22/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,041.47

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104240	03/22/22	Accounts Payable	BOB BARKER COMPANY INC	2,801.60
NBAZ - Warrant Clearing Account	Check	1104241	03/22/22	Accounts Payable	SHANE LEO BODIE	83.92
NBAZ - Warrant Clearing Account	Check	1104242	03/22/22	Accounts Payable	BOOT BARN	121.97
NBAZ - Warrant Clearing Account	Check	1104243	03/22/22	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	3,207.59
NBAZ - Warrant Clearing Account	Check	1104244	03/22/22	Accounts Payable	BULWARK EXTERMINATING LLC	210.00
NBAZ - Warrant Clearing Account	Check	1104245	03/22/22	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	54.05
NBAZ - Warrant Clearing Account	Check	1104246	03/22/22	Accounts Payable	CALIBRE PRESS	179.00
NBAZ - Warrant Clearing Account	Check	1104247	03/22/22	Accounts Payable	JERMAINE CARLSON	70.00
NBAZ - Warrant Clearing Account	Check	1104248	03/22/22	Accounts Payable	ALANA MARIE CASTILLO	32.76
NBAZ - Warrant Clearing Account	Check	1104249	03/22/22	Accounts Payable	CDW GOVERNMENT LLC	4,318.80
NBAZ - Warrant Clearing Account	Check	1104250	03/22/22	Accounts Payable	CELLULAR ONE NE AZ	98.83
NBAZ - Warrant Clearing Account	Check	1104251	03/22/22	Accounts Payable	CONNEY SAFETY PRODUCTS	217.26
NBAZ - Warrant Clearing Account	Check	1104252	03/22/22	Accounts Payable	COURTYARD BY MARIOTT WRIGLEVILLE WEST	1,034.64
NBAZ - Warrant Clearing Account	Check	1104253	03/22/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	110.03
NBAZ - Warrant Clearing Account	Check	1104254	03/22/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	2,043.56
NBAZ - Warrant Clearing Account	Check	1104255	03/22/22	Accounts Payable	CULLIGAN - PHOENIX	7,982.30
NBAZ - Warrant Clearing Account	Check	1104256	03/22/22	Accounts Payable	ERIN LEA CURTIS	300.00
NBAZ - Warrant Clearing Account	Check	1104257	03/22/22	Accounts Payable	DAVIS TRUE VALUE HARDWARE	161.99
NBAZ - Warrant Clearing Account	Check	1104258	03/22/22	Accounts Payable	DISH NETWORK	131.17
NBAZ - Warrant Clearing Account	Check	1104259	03/22/22	Accounts Payable	E & E SERVICES INC	319.32
NBAZ - Warrant Clearing Account	Check	1104260	03/22/22	Accounts Payable	EAST VALLEY DISASTER SERVICES INC	21,742.46
NBAZ - Warrant Clearing Account	Check	1104261	03/22/22	Accounts Payable	EMPIRE MACHINERY	8,159.18
NBAZ - Warrant Clearing Account	Check	1104262	03/22/22	Accounts Payable	EPIC MOTORSPORTS CORP	1,883.53
NBAZ - Warrant Clearing Account	Check	1104263	03/22/22	Accounts Payable	FLEET PRIDE	1,025.67
NBAZ - Warrant Clearing Account	Check	1104264	03/22/22	Accounts Payable	FRONTIER	426.38
NBAZ - Warrant Clearing Account	Check	1104265	03/22/22	Accounts Payable	FRONTIER	918.37
NBAZ - Warrant Clearing Account	Check	1104266	03/22/22	Accounts Payable	FRONTIER	201.96
NBAZ - Warrant Clearing Account	Check	1104267	03/22/22	Accounts Payable	FRONTIER	331.70
NBAZ - Warrant Clearing Account	Check	1104268	03/22/22	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1104269	03/22/22	Accounts Payable	FRONTIER	108.29
NBAZ - Warrant Clearing Account	Check	1104270	03/22/22	Accounts Payable	FRONTIER	4,600.60
NBAZ - Warrant Clearing Account	Check	1104271	03/22/22	Accounts Payable	FRONTIER	272.24
NBAZ - Warrant Clearing Account	Check	1104272	03/22/22	Accounts Payable	FRONTIER	73.87
NBAZ - Warrant Clearing Account	Check	1104273	03/22/22	Accounts Payable	FRONTIER	808.52
NBAZ - Warrant Clearing Account	Check	1104274	03/22/22	Accounts Payable	FRONTIER	1,855.06
NBAZ - Warrant Clearing Account	Check	1104275	03/22/22	Accounts Payable	FRONTIER	1,266.28
NBAZ - Warrant Clearing Account	Check	1104276	03/22/22	Accounts Payable	FRONTIER	75.83
NBAZ - Warrant Clearing Account	Check	1104277	03/22/22	Accounts Payable	FRONTIER	76.14

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104278	03/22/22	Accounts Payable	FRONTIER	170.11
NBAZ - Warrant Clearing Account	Check	1104279	03/22/22	Accounts Payable	FRONTIER	108.21
NBAZ - Warrant Clearing Account	Check	1104280	03/22/22	Accounts Payable	FRONTIER	76.65
NBAZ - Warrant Clearing Account	Check	1104281	03/22/22	Accounts Payable	FRONTIER	195.58
NBAZ - Warrant Clearing Account	Check	1104282	03/22/22	Accounts Payable	FRONTIER	163.91
NBAZ - Warrant Clearing Account	Check	1104283	03/22/22	Accounts Payable	FRONTIER	168.66
NBAZ - Warrant Clearing Account	Check	1104284	03/22/22	Accounts Payable	FUTURE TIRE	1,283.88
NBAZ - Warrant Clearing Account	Check	1104285	03/22/22	Accounts Payable	GALLUP LUMBER & SUPPLY	1,858.66
NBAZ - Warrant Clearing Account	Check	1104286	03/22/22	Accounts Payable	GK INVESTIGATIONS	332.00
NBAZ - Warrant Clearing Account	Check	1104287	03/22/22	Accounts Payable	BARBARA J GOMEZ	24.00
NBAZ - Warrant Clearing Account	Check	1104288	03/22/22	Accounts Payable	BUTCH GUNNELS	157.96
NBAZ - Warrant Clearing Account	Check	1104289	03/22/22	Accounts Payable	GURLEY MOTOR CO	653.27
NBAZ - Warrant Clearing Account	Check	1104290	03/22/22	Accounts Payable	HATCH CONSTRUCTION	4,269.71
NBAZ - Warrant Clearing Account	Check	1104291	03/22/22	Accounts Payable	HIGH COUNTRY PROPANE	2,268.76
NBAZ - Warrant Clearing Account	Check	1104292	03/22/22	Accounts Payable	HILL AZ GROCERY STORE	191.38
NBAZ - Warrant Clearing Account	Check	1104293	03/22/22	Accounts Payable	HILL AZ GROCERY STORE	118.36
NBAZ - Warrant Clearing Account	Check	1104294	03/22/22	Accounts Payable	HOME DEPOT	403.05
NBAZ - Warrant Clearing Account	Check	1104295	03/22/22	Accounts Payable	HOMETOWN AUTO DETAILING	25.00
NBAZ - Warrant Clearing Account	Check	1104296	03/22/22	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	3,334.36
NBAZ - Warrant Clearing Account	Check	1104297	03/22/22	Accounts Payable	INGRAM LIBRARY SERVICES	4,817.08
NBAZ - Warrant Clearing Account	Check	1104298	03/22/22	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	347.91
NBAZ - Warrant Clearing Account	Check	1104299	03/22/22	Accounts Payable	LELAND C JAMES	70.00
NBAZ - Warrant Clearing Account	Check	1104300	03/22/22	Accounts Payable	CALVIN KIRK	116.00
NBAZ - Warrant Clearing Account	Check	1104301	03/22/22	Accounts Payable	TOMMY KIRK	396.69
NBAZ - Warrant Clearing Account	Check	1104302	03/22/22	Accounts Payable	STEPHEN W KIZER	379.52
NBAZ - Warrant Clearing Account	Check	1104303	03/22/22	Accounts Payable	LAWSON PRODUCTS INC	475.40
NBAZ - Warrant Clearing Account	Check	1104304	03/22/22	Accounts Payable	MIKAILAH AUTUMN LEFEVRE	55.00
NBAZ - Warrant Clearing Account	Check	1104305	03/22/22	Accounts Payable	LOWES #24	22.45
NBAZ - Warrant Clearing Account	Check	1104306	03/22/22	Accounts Payable	LOWES COMPANIES INC	131.00
NBAZ - Warrant Clearing Account	Check	1104307	03/22/22	Accounts Payable	MASS TRANSCRIPTIONS	360.00
NBAZ - Warrant Clearing Account	Check	1104308	03/22/22	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	825.68
NBAZ - Warrant Clearing Account	Check	1104309	03/22/22	Accounts Payable	ALANE M MOORE	1,079.22
NBAZ - Warrant Clearing Account	Check	1104310	03/22/22	Accounts Payable	DIANA M MORGAN	238.68
NBAZ - Warrant Clearing Account	Check	1104311	03/22/22	Accounts Payable	NAPA	316.17
NBAZ - Warrant Clearing Account	Check	1104312	03/22/22	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	250.00
NBAZ - Warrant Clearing Account	Check	1104313	03/22/22	Accounts Payable	NAVAJO SANITATION INC	58.30
NBAZ - Warrant Clearing Account	Check	1104314	03/22/22	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	120.00
NBAZ - Warrant Clearing Account	Check	1104315	03/22/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,671.95

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104316	03/22/22	Accounts Payable	NAVAJO WESTERNERS	418.89
NBAZ - Warrant Clearing Account	Check	1104317	03/22/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	12,592.00
NBAZ - Warrant Clearing Account	Check	1104318	03/22/22	Accounts Payable	FLORA NEZ	116.00
NBAZ - Warrant Clearing Account	Check	1104319	03/22/22	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	883.25
NBAZ - Warrant Clearing Account	Check	1104320	03/22/22	Accounts Payable	ANTONY C NOTAH	250.62
NBAZ - Warrant Clearing Account	Check	1104321	03/22/22	Accounts Payable	OFFICE DEPOT	145.13
NBAZ - Warrant Clearing Account	Check	1104322	03/22/22	Accounts Payable	OVERDRIVE INC	329.72
NBAZ - Warrant Clearing Account	Check	1104323	03/22/22	Accounts Payable	PACIFIC PONDEROSA CO INC	6,800.10
NBAZ - Warrant Clearing Account	Check	1104324	03/22/22	Accounts Payable	PAGE STEEL	838.19
NBAZ - Warrant Clearing Account	Check	1104325	03/22/22	Accounts Payable	JILL PATTERSON	87.44
NBAZ - Warrant Clearing Account	Check	1104326	03/22/22	Accounts Payable	RYAN N PATTERSON	345.10
NBAZ - Warrant Clearing Account	Check	1104327	03/22/22	Accounts Payable	RYAN N PATTERSON	400.60
NBAZ - Warrant Clearing Account	Check	1104328	03/22/22	Accounts Payable	PENWORTHY COMPANY	299.09
NBAZ - Warrant Clearing Account	Check	1104329	03/22/22	Accounts Payable	RANDOLPH PLATT DDS	947.00
NBAZ - Warrant Clearing Account	Check	1104330	03/22/22	Accounts Payable	POINT EMBLEMS LLC	1,005.00
NBAZ - Warrant Clearing Account	Check	1104331	03/22/22	Accounts Payable	PREMIUM PROPANE LLC	3,674.20
NBAZ - Warrant Clearing Account	Check	1104332	03/22/22	Accounts Payable	QUILL CORP	2,403.80
NBAZ - Warrant Clearing Account	Check	1104333	03/22/22	Accounts Payable	REST UR RUMP	71.61
NBAZ - Warrant Clearing Account	Check	1104334	03/22/22	Accounts Payable	RHINEHART OIL CO	14,291.99
NBAZ - Warrant Clearing Account	Check	1104335	03/22/22	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1104336	03/22/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,624.55
NBAZ - Warrant Clearing Account	Check	1104337	03/22/22	Accounts Payable	ALTON JOE SHEPHERD	512.40
NBAZ - Warrant Clearing Account	Check	1104338	03/22/22	Accounts Payable	SIERRA PROPANE	1,996.95
NBAZ - Warrant Clearing Account	Check	1104339	03/22/22	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	211.19
NBAZ - Warrant Clearing Account	Check	1104340	03/22/22	Accounts Payable	SONORA QUEST LABORATORIES	403.04
NBAZ - Warrant Clearing Account	Check	1104341	03/22/22	Accounts Payable	SPRINGHILL SUITES RIO SALADO PKWY	517.68
NBAZ - Warrant Clearing Account	Check	1104342	03/22/22	Accounts Payable	ST JOHNS CITY	1,022.11
NBAZ - Warrant Clearing Account	Check	1104343	03/22/22	Accounts Payable	ST JOHNS UNITED DRUG	10.23
NBAZ - Warrant Clearing Account	Check	1104344	03/22/22	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	1,651.17
NBAZ - Warrant Clearing Account	Check	1104345	03/22/22	Accounts Payable	TEEC NOS POS TRADING CO	939.66
NBAZ - Warrant Clearing Account	Check	1104346	03/22/22	Accounts Payable	THE EMBROIDERY SHOP	584.89
NBAZ - Warrant Clearing Account	Check	1104347	03/22/22	Accounts Payable	THE POUR STATION	8.00
NBAZ - Warrant Clearing Account	Check	1104348	03/22/22	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
NBAZ - Warrant Clearing Account	Check	1104349	03/22/22	Accounts Payable	TOWN OF EAGAR	200.00
NBAZ - Warrant Clearing Account	Check	1104350	03/22/22	Accounts Payable	TOWN OF SPRINGERVILLE	191.10
NBAZ - Warrant Clearing Account	Check	1104351	03/22/22	Accounts Payable	TRIPLE R FUELS	10.00
NBAZ - Warrant Clearing Account	Check	1104352	03/22/22	Accounts Payable	CRAIG TSOSIE	878.57
NBAZ - Warrant Clearing Account	Check	1104353	03/22/22	Accounts Payable	UNIFIRST CORPORATION	72.34

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104354	03/22/22	Accounts Payable	VALLEY AUTO PARTS	545.67
NBAZ - Warrant Clearing Account	Check	1104355	03/22/22	Accounts Payable	VERIZON WIRELESS	2,017.35
NBAZ - Warrant Clearing Account	Check	1104356	03/22/22	Accounts Payable	CHRISTINE WAUNEKA	70.00
NBAZ - Warrant Clearing Account	Check	1104357	03/22/22	Accounts Payable	WESTERN DRUG COMPANY	56.94
NBAZ - Warrant Clearing Account	Check	1104358	03/22/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	69.00
NBAZ - Warrant Clearing Account	Check	1104359	03/22/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	75.00
NBAZ - Warrant Clearing Account	Check	1104360	03/22/22	Accounts Payable	MICHAEL B WHITTING	27.60
NBAZ - Warrant Clearing Account	Check	1104361	03/22/22	Accounts Payable	ANTONIA WOOD	87.26
NBAZ - Warrant Clearing Account	Check	1104362	03/22/22	Accounts Payable	WOODLAND BUILDING CENTER	1,753.08
NBAZ - Warrant Clearing Account	Check	1104363	03/22/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,666.95
NBAZ - Warrant Clearing Account	Check	1104364	03/23/22	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	67,494.56
NBAZ - Warrant Clearing Account	Check	1104365	03/23/22	Accounts Payable	DOUBLETREE PHOENIX MESA HOTEL	441.27
NBAZ - Warrant Clearing Account	Check	1104366	03/23/22	Accounts Payable	CHRISTINE WAUNEKA	178.28
NBAZ - Warrant Clearing Account	Check	1104367	03/24/22	Accounts Payable	DISH NETWORK	205.80
NBAZ - Warrant Clearing Account	Check	1104368	03/24/22	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	8,000.00

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/28/22 [Signature]

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

Request approval of minutes dated March 1, 2022.

BOS Meeting Date Requested 4/5/22

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 WORK SESSION

March 1, 2022
St. Johns, Arizona

Present were Chairman Nelson Davis Vice Chairman Joe Shirley, Jr., and Supervisor Alton Joe Shepherd. Also present was County Manager/Clerk of the Board Ryan Patterson, County Attorney Michael Whiting, Ferrin Crosby, County Engineer, Brian Hounshell, Emergency Management Director, Angela Romero, Election Director, Larry Noble, County Recorder, Chief Deputy Recorder Geneva Jackson, Patrick Sandoval, District I Manager, Timothy Hinton, Finance Director and Katherine Belzowski with the Navajo Nation Department of Justice.

Due to a late start, the work session began at 9:30 a.m. in the County Annex Building, County Manager's Conference Room, Second Floor, 75 West Cleveland Street 75 West Cleveland Street, St. Johns, Arizona.

Chairman Davis presented the first item on the work session agenda for discussion regarding the 2020 Census and the Apache County redistricting boundaries and asked County Attorney Michael Whiting for a legal overview of the process related to redistricting the county district supervisor boundaries. Mr. Whiting stated based on the results from the 2020 Census, redistricting is a requirement and is the responsibility of the Board of Supervisors to approve the district boundaries. Mr. Whiting stated based on the 2020 census result figures, the supervisor's district boundary lines need to be adjusted, but in doing so, we must ensure voters are not disenfranchised by a change to their voting precincts or violate their voter rights. Mr. Whiting stated a 10% margin is allowed but the goal is to stay under a 5% within each district.

Mr. Patterson stated it is believed Apache County was under counted during the Census due to the Covid Pandemic and presented a map that included the new count of citizen within each supervisory district. Mr. Patterson presented some options for moving voting precincts to ensure no voters were disenfranchised and that would least affect the voters.

A discussion was held regarding the possible options of moving precincts out of supervisory districts without disenfranchising's voters and staying within the 5% margin.

Supervisor Shepherd expressed his ideas for moving precincts and his concern with disenfranchising voters.

Vice Chairman Shirley asked if the public had any say in moving the boundaries. Mr. Whiting stated they do, but we also need to work with the Navajo Nation Department of Justice, the United States Department of Justice, the Arizona Attorney General and Secretary of State to work to keep voters from being disenfranchised and striving to stay within our goal of the 5% margin will help ensure Apache County isn't sued.

A discussion was held regarding the timeline to get this done. Mr. Patterson stated we have until June 30, 2022 to complete the redistricting. Mr. Whiting stated we could get sued if not approved by that date.

A discussion was held regarding each supervisor's district boundary and if changed, would it affect funding for roads and school bus routes within each district. Mr. Patterson explained the funding allocation formula for the districts. Mr. Whiting stated that road assignments for roads within another supervisor's district can be done by putting an item on the agenda for board action, so road service coverage is maintained.

Vice Chairman Shirley stated he is concerned with citizens in a precinct not wanting to be moved to another supervisor's district. Supervisor Shepherd stated he believed the Houck chapter approved a resolution encouraging the county to move them to District III.

A discussion as held regarding putting together three options and to reach out to the Navajo Nation Department of Justice see if they think those scenarios are something they could work with that ensured no voter was disenfranchised.

Recorder Noble stated on behalf of his office, he would prefer no precinct be split and all precincts stay intact if they are moved to another supervisory district.

Mr. Whiting stated in regard to Mr. Shirley's concerns, in order to allow citizen input, information can be put on the County's website for citizens to look at and see the maps and proposals and be able to comment.

Vice Chairman Shirley requested the Board meet again on this issue in 30 days for an update. Mr. Patterson informed the Board the next scheduled regular Board meeting is to be held in Ganado on April 5th.

Chairman Davis presented the next item on the work session agenda regarding the FY2022-2023 Budget.

Timothy Hinton, Finance Director, presented an overview of the budget that included a breakdown of the special districts.

Library District has a \$245,000 cash balance and is at 46% of their budget.

Health District has a cash balance of about 1 million dollars and is at 52% of their budget.

Jail District has a negative cash balance of \$196,000 and is at 85% of their budget.

A discussion was held regarding the jail district and the need to bring in outside prisoners to be housed in the jail to offset the jail's expenditures.

Mr. Patterson stated one big issue is affecting the revenue for the jail is, the jail cannot utilize an entire inmate pod since it was turned into a covid positive jail pod, to segregate covid positive prisoners. Mr. Patterson stated we need about 25 inmates to offset the jail district budget.

Chairman Davis called for the Broadband Infrastructure discussion.

Mr. Patterson stated the County continues to apply for grants and meet with potential providers on proposals and possibilities for broadband infrastructure.

Work session ended at 10:30 a.m.

Approved this 5th day of April, 2022.

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

March 1, 2022
St. Johns, Arizona

Present were: Chairman Nelson Davis Vice Chairman Joe Shirley, Jr. and Supervisor Alton Joe Shepherd. Also present was County Manager/Clerk of the Board Ryan Patterson and County Attorney Michael Whiting.

Chairman Davis called to order the Board of Supervisors meeting at 8:30 a.m. in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Due to technical difficulties, the meeting was not audio recorded.

Timothy Hinton gave the invocation.

Stephanie McCarthy led the Pledge of Allegiance.

Chairman Davis called for the Library District items.

Dolly Patterson, on behalf of the Library District, requested approval to accept eContent credit in the amount of \$5,043.82. The eContent includes eBooks, eAudios and streaming videos with no restrictions on the category of content we wish to purchase. There are no matching funds required and this funding is provided by the Arizona State Library as part of a statewide e-content initiative called Digital Discovery II. **Mr. Shepherd moved approval seconded by Mr. Shirley.** Vote was unanimous.

Dolly Patterson, on behalf of the Library District, possible approval to close district libraries and the library administration office on March 30, 2022 for a one-day in-service training for staff. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Davis called for the Health District items.

Stephanie McCarthy, on behalf of the Health District, requested approval of IGA COVID-19 Expansion Project, Contract No. CTR58097, effective March 1, 2021 through May 1, 2023 in the amount of \$1,085,639.00. Ms. McCarthy stated this grant allows the Health District to provide COVID-19 services to the residents of Apache County. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Stephanie McCarthy, on behalf of the Health District, requested approval of the CPR & First Aide Contract #2022-03-03APH with Northland Pioneer College to be held on March 3, 2022. The total fee for this service will be \$1,000 for two classes with up to 10 students per class. **Mr.**

Shirley moved approval, seconded by Mr. Shepherd. Vote was unanimous.

Stephanie McCarthy, on behalf of the Health District, presented the submission of a report from the State Inspection of the St. Johns and Round Valley Clinics per Arizona Administration Code for Outpatient Treatment Centers Title 9, Article 10, R9-10-1004-2. Ms. McCarthy stated this includes identification of each concern about the delivery of services related to patient care and any changes made, or actions taken as a result of the identifications of concerns. **No action was needed or taken.**

Stephanie McCarthy, on behalf of the Health District, requested approval to accept the Workforce Development Grant from the Arizona Department of Health Services in the amount of \$641,898.00 by entering into Intergovernmental Agreement #CTR054639, and the grant requires an in-kind match and has been budgeted for in FY2022. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Stephanie McCarthy, on behalf of the Health District, requested approval to create and fill the following grant funded positions: two (2) Public Health Nurse R.N. (Range 56) positions, and one (1) Grant Manager (Range 52) position. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Davis called for the regular agenda items.

Timothy Hinton, Finance Director, introduced Kathleen Wood, with the Arizona Auditor General's Office and Dylan Brown, with Snyder and Brown CPAs who provided an overview of the fiscal year 2020 audit report. **No action was needed or taken.**

Economic Development Director Preston Raban, introduced Karalea Wiltbank who provided a presentation on services offered by Little Colorado Meats, a new business opening in southern Apache County. **No action was needed or taken.**

Mr. Patterson presented the Consent Agenda items A-H and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** A. Request approval of demands as distributed to the Apache County Board of Supervisors between February 1, 2022, and March 1, 2022. Demands are payments made, or to be made, by the County. Payee Amount ADVANCED AIR SYSTEMS LLC 3,863.00 AMAZON CAPITAL SERVICES INC 9,174.31 AMAZON COM INC (Health & Library) 6,652.05 AMERIGAS - GALLUP 1,053.81 AMIGO CHEVROLET 1,872.69 AZLGEBT 325,800.08 BOB BARKER COMPANY INC 1,679.38 CHANGEPOINT INTEGRATED HEALTH 3,300.00 COURTESY CHEVROLET 60,108.50 DESERT MOUNTAIN CORPORATION 5,202.67 EMPIRE MACHINERY 11,406.18 FLEET PRIDE 1,423.50 FUTURE TIRE 7,726.79 HAMBLIN & ASSOCIATES LLC 5,300.00 HIGH COUNTRY SIGNS LLC 1,140.00 NAPA 3,111.28 NEWMAN SIGNS INC 8,757.32 QUALITY CARQUEST 1,014.49 QUILL CORP 7,689.98 RUSH TRUCK CENTER 1,471.03 SAFETY KLEEN 1,017.94 ST JOHNS EMERGENCY SERVICES 1,113.78

SUMMIT HEALTHCARE ASSOCIATION INC 1,763.78 THE UNIVERSITY OF ARIZONA 7,500.00 TRACKER SOFTWARE CORP 4,284.00 VALLEY AUTO PARTS 1,055.27 VERIZON WIRELESS 1,616.04 YAZZIE'S AUTO PARTS INC 2,620.35 APACHE COUNTY HSA 4,010.76 APACHE COUNTY MEDICAL 161,244.32 APACHE COUNTY TAX WITHHOLDING 154,210.40 ASRS LEGACY EORP 8,270.90 AZ STATE RETIREMENT SYSTEM 124,977.74 COLONIAL LIFE AND ACCIDENT INS 1,337.93 CORRECTIONS OFFICER RET PLAN 10,651.19 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,707.59 EORP LEGACY 1,360.17 NATIONWIDE 3,890.60 NATIONWIDE TRUST FSB 3,582.95 PUBLIC SAFETY PERSONNEL 401 14,426.61 PUBLIC SAFETY SHERIFF RET 10,390.16 ADVANCED CORRECTIONAL HEALTHCARE INC 36,542.05 AMAZON CAPITAL SERVICES INC 9,787.93 AZ BOILER COMPANY INC 1,229.11 AZ COUNTIES INSURANCE POOL 6,366.33 AZ DEPT OF RISK MANAGEMENT 1,284.91 BIBLIOLABS LLC 4,224.00 BOB BARKER COMPANY INC 1,623.73 CDW GOVERNMENT LLC 2,506.06 CREATIVE MULTIMEDIA INC (CMI) 5,147.50 CREATIVE MULTIMEDIA INC (CMI) 10,258.75 EMPIRE MACHINERY 3,558.26 FERRELLGAS 2,115.59 FUTURE TIRE 2,132.35 HILLYARD/FLAGSTAFF 1,374.31 HOME DEPOT 2,113.81 NATIONAL BANK 14,895.43 NATIONAL BANK OF ARIZONA 0285 1,386.77 NAVAJO COUNTY 2,500.00 PIMA COUNTY MEDICAL 2,500.00 PINAL COUNTY ARIZONA 10,757.00 PITNEY BOWES RESERVE ACCOUNT 5,000.00 PREMIUM PROPANE LLC 1,905.00 QUILL CORP 13,763.65 RHINEHART OIL CO 21,166.43 SAFELITE AUTO GLASS 1,517.75 SECURUS TECHNOLOGIES INC 1,967.33 SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT 1,987.27 SUMMIT HEALTHCARE ASSOCIATION INC 3,057.35 THE AARONS COMPANY LLC 3,000.00 VALLEY AUTO PARTS 3,860.00 VERIZON WIRELESS 2,830.97 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,674.63 WOODLAND BUILDING CENTER 1,207.70 WOODSON ENGINEERING & SURVEYING INC 5,805.00 WRIGHT EXPRESS FSC WEX 2,513.34 YAVAPAI COUNTY GOVERNMENT 7,750.00 JAY YELLOWHORSE 1,208.27 GENEVA L JACKSON 1,500.96 APACHE COUNTY HSA 4,010.76 APACHE COUNTY MEDICAL 170,009.00 APACHE COUNTY TAX WITHHOLDING 150,977.49 ASRS LEGACY EORP 8,270.90 AZ STATE RETIREMENT SYSTEM 124,830.90 COLONIAL LIFE AND ACCIDENT INS 1,337.93 CORRECTIONS OFFICER RET PLAN 10,577.69 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,600.03 EORP LEGACY 1,360.17 NATIONWIDE 3,614.87 NATIONWIDE TRUST FSB 3,582.95 PUBLIC SAFETY PERSONNEL 401 14,426.61 PUBLIC SAFETY SHERIFF RET 9,548.49 AA BEDLINERS & MOORE 1,440.00 ADHS AZ HEALTH CARE COST 22,400.00 AMAZON CAPITAL SERVICES INC 2,827.00 AMERIGAS – GALLUP 2,747.17 AZ SUPREME COURT 7,500.00 BRAD HALL & ASSOCIATES INC 24,361.49 BREWER LAW OFFICE PLLC 8,500.00 EMPIRE MACHINERY 389,506.78 GALLUP INDEPENDENT 1,083.20 HAMBLIN LAW OFFICE PLC 8,500.00 KLINT HEAP 1,420.10 HIGH COUNTRY PROPANE 1,492.57 HOME DEPOT 1,744.94 INGRAM LIBRARY SERVICES 5,969.81 KIMBALL EQUIPMENT COMPANY 26,658.00 LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC 1,050.00 LEGATE, PENROD & ASSOCIATES 6,992.00 LIGHT HOUSE OF ARIZONA 1,367.67 ALANE M MOORE 1,367.31 NAPA 1,632.65 NAVAJO TRIBAL UTILITY AUTHORITY 10,257.95 NAVOPACHE ELECTRIC COOPERATIVE 9,816.90 DANA BRYCE PATTERSON 8,500.00 QUILL CORP 6,504.43 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 REDW LLC 8,800.00 RIGG LAW FIRM PLLC 2,160.00 SIERRA

PROPANE 4,270.66 THE GUIDANCE CENTER 2,000.00 THOMSON REUTERS WEST 2,642.55 TRINITY SERVICES GROUP INC 21,168.00 VERIZON WIRELESS 1,195.05 WHITE MOUNTAIN PUBLISHING CO 4,850.47 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 5,577.47 WRIGHT EXPRESS FSC WEX 1,717.32 Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated February 1, 2022. C. Request re-appointment of Steven G. Nicoll to serve a six-year term on the Apache County Industrial Development Authority, to expire March 5, 2028. D. District II: Request approval of a Letter of Support related to broadband infrastructure. Community Development: E. Request approval to amend Article 23 Medical Marijuana of the Apache County Zoning Ordinance by adding Adult/Recreational Use and HEMP regulations and by changing the name of the article. The Planning and Zoning Commission unanimously recommended approval on January 6, 2022. F. Request approval of a conditional use permit allowing Wanda Caswell and Mary Lynn to place a 2002 manufactured home on a five-acre parcel. Property is located in Vernon, Arizona, A.P.N. 106-22-008K. The Planning & Zoning Commission unanimously recommended approval on February 3, 2022. Human Resources: G. District I: Request approval to hire temporary Equipment Operator at a rate of \$15.00 per hour for twelve months. H. District I: Request authorization to eliminate the following positions: Chief of Staff (Range 57), Public Works Foreman (Range 44), and an Administrative Coordinator (Range 42); and create two (2) Road Maintenance Worker (Range 40) positions. Vote was unanimous for Consent items A-H.

Chief Deputy Sheriff Roscoe Herrera requested approval to eliminate a Sergeant position (Range 51) and an Administrative Coordinator position (Range 42), and create a Public Information Officer Position (Range 55). **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, requested approval to accept the Healthy Forest Initiative Grant #HFI 21-311 in the amount of \$100,000. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Steve Kizer, Information Technology Director, requested approval to enter into a contract for technical services with Scott Rogers regarding County networking issues, upgrading legacy systems, assisting in the transition to the new internet provider and other technical services as required. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Chairman Davis asked why the need to contract with Mr. Rogers. Mr. Kizer stated Mr. Rogers worked for the county previously and is knowledgeable of certain software systems used by the sheriff's office and other departments. Vote was unanimous.

Mr. Patterson requested approval of a Lease Agreement with Alpine Sanitary District/Alpine Water Improvement District. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of Bid #2022-22 for contract trucking countywide. Mr. Crosby stated one bid was received, from B & R Trucking and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to purchase two (2) new backhoes with two (2) trade-ins for District I, using District I funds, and utilizing Sourcewell Contract #032119-JDC for a total cost of \$284,700.39. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, on behalf of the Engineering Department and District III: presented the item following a possible executive session for legal advice pursuant to A.R.S. §38-431.03, directing the County Attorney to begin the condemnation proceeding for a right-of-way across parcel 107-18-357A. The 50-foot proposed right-of-way will reconnect County Route 8206 and reestablish public access to numerous subdivisions. No executive session was held. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** 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.

- The Eastern Arizona Counties Organization meeting on March 16, 2022, at 3:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on March 16, 2022, at 5:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on March 17, 2022 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

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

Approved this 5th day of April 2022.

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS WORK SESSION

March 1, 2022
St. Johns, Arizona

Present were Chairman Nelson Davis Vice Chairman Joe Shirley, Jr., and Supervisor Alton Joe Shepherd. Also present was County Manager/Clerk of the Board Ryan Patterson, County Attorney Michael Whiting, Ferrin Crosby, County Engineer, Brian Hounshell, Emergency Management Director, Angela Romero, Election Director, Larry Noble, County Recorder, Chief Deputy Recorder Geneva Jackson, Patrick Sandoval, District I Manager, Timothy Hinton, Finance Director and Katherine Belzowski with the Navajo Nation Department of Justice.

Due to a late start, the work session began at 9:30 a.m. in the County Annex Building, County Manager's Conference Room, Second Floor, 75 West Cleveland Street 75 West Cleveland Street, St. Johns, Arizona.

Chairman Davis presented the first item on the work session agenda for discussion regarding the 2020 Census and the Apache County redistricting boundaries and asked County Attorney Michael Whiting for a legal overview of the process related to redistricting the county district supervisor boundaries. Mr. Whiting stated based on the results from the 2020 Census, redistricting is a requirement and is the responsibility of the Board of Supervisors to approve the district boundaries. Mr. Whiting stated based on the 2020 census result figures, the supervisor's district boundary lines need to be adjusted, but in doing so, we must ensure voters are not disenfranchised by a change to their voting precincts or violate their voter rights. Mr. Whiting stated a 10% margin is allowed but the goal is to stay under a 5% within each district.

Mr. Patterson stated it is believed Apache County was under counted during the Census due to the Covid Pandemic and presented a map that included the new count of citizen within each supervisory district. Mr. Patterson presented some options for moving voting precincts to ensure no voters were disenfranchised and that would least affect the voters.

A discussion was held regarding the possible options of moving precincts out of supervisory districts without disenfranchising's voters and staying within the 5% margin.

Supervisor Shepherd expressed his ideas for moving precincts and his concern with disenfranchising voters.

Vice Chairman Shirley asked if the public had any say in moving the boundaries. Mr. Whiting stated they do, but we also need to work with the Navajo Nation Department of Justice, the United States Department of Justice, the Arizona Attorney General and Secretary of State to work to keep voters from being disenfranchised and striving to stay within our goal of the 5% margin will help ensure Apache County isn't sued.

A discussion was held regarding the timeline to get this done. Mr. Patterson stated we have until June 30, 2022 to complete the redistricting. Mr. Whiting stated we could get sued if not approved by that date.

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Vice Chairman Shirley requested the Board meet again on this issue in 30 days for an update. Mr. Patterson informed the Board the next scheduled regular Board meeting is to be held in Ganado on April 5th.

Chairman Davis presented the next item on the work session agenda regarding the FY2022-2023 Budget.

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Library District has a \$245,000 cash balance and is at 46% of their budget.

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Chairman Davis called for the Broadband Infrastructure discussion.

Mr. Patterson stated the County continues to apply for grants and meet with potential providers on proposals and possibilities for broadband infrastructure.

Work session ended at 10:30 a.m.

Approved this 5th day of April, 2022.

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

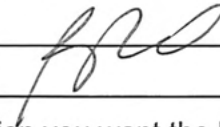
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/28/22 

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

Request approval of the adoption of a proclamation and resolution declaring April as Fair Housing Month in Apache County.

BOS Meeting Date Requested 4/5/22

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

FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I Nelson Davis, Chairman of the Board of Apache County, do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Nelson Davis, Chairman

Signed this _____ day of April, 2022.

FAIR HOUSING RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors hereby wish all persons living, working, doing business in or traveling through this County to know that:

discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Apache County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin;

and within available resources Apache County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

that Apache County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that Apache County shall undertake the following actions to additionally "affirmatively further fair housing:"

1. Post this Resolution in Apache County Community Buildings.
2. Make fair housing and housing discrimination information available to the citizens of Apache County.

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON
THIS 5th DAY OF APRIL 2022.

Nelson Davis, Chair of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Ryan Patterson, County Clerk

Michael Whiting, County Attorney

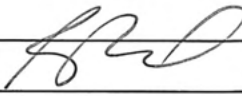
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

County Manager

Date/Signature: _____

3/28/22 

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

Discussion and possible approval of a resolution designating the month of April as National County Government Month and recognize this year's theme as "Counties Thrive".

BOS Meeting Date Requested 4/5/22

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

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

NELSON DAVIS
CHAIRMAN OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



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

**Celebrating April 2022 as
National County Government Month
Resolution 2022-_____**

WHEREAS, counties are one of America's oldest forms of government, dating back to 1634 when the first county governments (shires) were established in Virginia; and

WHEREAS, the nation's 3,069 counties serve more than 300 million Americans with essential services to create healthy, vibrant and safe communities; and celebrating this year's National Association of Counties theme of "Counties Thrive" to spotlight the vital role counties play; and

WHEREAS, Apache County serves approximately 72,000 residents to provide essential services that create resilient, healthy, safe and vibrant communities; and

WHEREAS Apache County employees work diligently and with commitment to innovation and creativity to: build infrastructure, maintain roads and bridges, provide land use and economic development policies, maintain public safety, provide healthcare, administer justice, keep communities safe, run elections, train emergency responders among many other public service functions of our organization; and

WHEREAS, Apache County takes pride in our responsibility to protect and enhance the health, welfare and safety of its wide diversity of people, culture, and landscape in cost-effective ways; and

WHEREAS, in recognition of the leadership, innovation and valuable service provided by our County and its employees;

THEREFORE, be it resolved that in the spirit of encouraging all citizens and organizations to recognize the important role and contributions of Apache County and its employees who work in public service, we do hereby recognize and celebrate April, 2022 as “Counties Thrive” National County Government Month.

Signed this 5th day of April 2022.

ATTEST:

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Beth Bond

From: Penny Adams <penny@countysupervisors.org>
Sent: Monday, March 21, 2022 5:04 PM
Subject: [EXTERNAL]Celebrate National County Government Month: April 2022
Attachments: NCGM21 Notice and Draft Proclamation.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Sponsored by the National Association of Counties

This Year's Theme is:

"Counties Thrive"

National County Government Month is April 2022. With this year's theme of "Counties Thrive," 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.

We have requested Governor Ducey issue a proclamation to help Arizona counties honor National County Government Month. The draft created by CSA and submitted to the Governor's office is attached. We will distribute a copy of the original proclamation once it has been issued. CSA will proudly display the original in our building once we receive it.

National County Government Month is a chance for you to show your community and county residents exactly why counties matter.

Attached is a flyer CSA has crafted with suggestions on how your county can help promote National County Government Month. The flyer contains links to NACo's website for further information.

Please let us know how your county plans to celebrate National County Government Month. We'll compile the information from our counties and provide it to NACo.

Penny

Penny Adams
Director of Finance and County Services
County Supervisors Association of Arizona
1905 W. Washington St., Ste. 100
Phoenix, Arizona 85009
Ph 602.452.4502 / Fax 602.253.3227
PennyA@countysupervisors.org
www.countysupervisors.org

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

DIII Engineering

Date/Signature: 3/31/22



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

Discussion + possible approval of a letter of support from the Board of Supervisors in support of receiving Congressionally Directed Spending to the M.P. 7.5 - 45180 - CR 2020 Concho - Snowflake Highway CIR project

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

JOE SHIRLEY, JR.
VICE 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

NELSON DAVIS
CHAIRMAN OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



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

March 31, 2022

Senator Mark Kelly
Hart Senate Office Building
Suite 516
Washington, DC 20510

RE: MP7.5 - US180A - CR5020 Concho –Snowflake Highway Cold-In-Place-
Recycle Project – Letter of Support

Senator Kelly,

Please accept this letter of support for the Apache County - MP7.5 - US180A - CR5020 Concho –Snowflake Highway Cold-In-Place-Recycle Project. This Vital Inter-County route is a major arterial corridor between Apache and Navajo County. Shortages of transportation funding at the local level has left Apache County struggling to maintain this county highway.

The Concho-Snowflake Highway is experiencing ever increasing traffic volumes and the road is in dire need of repair. County road crews continue to patch and crack seal and band aid the route together, but a more aggressive fix such as the proposed Cold recycle will give new life to this aging asphalt road.

Thank you for your efforts to help fund this priority project and improve the quality of life for the citizens of Apache County.

Sincerely,

Nelson Davis
Apache County Board of Supervisors
Chairman of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: March 2022

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

CONSENT AGENDA – Request approval to waive the \$300 fee for a Temporary Use Permit allowing the
Greer Civic Association, a non-profit organization, to hold their annual Greer Days community event
June 10 & 11, 2022.

BOS Meeting Date Requested: April 5, 2022

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 _____



TEMPORARY USE PERMIT APPLICATION

APPLICANT

Name Greer Civic Association
Mailing Address P.O. Box 41
Greer AZ 85927
Contact Person Lorraine Shumway
Phone 623-302-3915 Fax _____
Email Lshumw14@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 102-11-0015
Township _____ Range _____ Section _____
Subdivision _____
Unit # _____ Lot # _____
Address/Location Greer Community Center
74 Main Street
Greer AZ 85927
Existing Zoning _____
Existing Land Use _____
Lot Size _____

TEMPORARY USE PERMIT REQUEST

Please provide a brief description of the request.

Greer Days 2022
June 10 + 11, 2022
Parade Vendors, Dod Race
Fun Run, Silent Auction

Temporary Use: ☒ Yes ☐ No

OFFICE USE ONLY

Received By [Signature] Date 3/4/2022
Receipt # _____ Fee _____
Permit # 2022-17
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

SUBMITTAL CHECKLIST

Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)

A list of names and addresses of all the property owners within 300 feet of subject property.

Map to property.

A non-refundable filing fee of \$300.00.

Fee Waiver Request Attached

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

Lorraine Shumway Date 3-9-22

Signature of Property Owner (if not the applicant)

_____ Date _____

DIRECTOR'S ACTION

☐ Approved ☐ with Conditions ☐ Denied

Resolution # _____ Date _____

Director _____ Date _____

COMMISSIONERS' ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____

Chairman _____ Date _____

12/7/2017

FEE WAIVER APPLICATION

Applicant Information:

A.P.N. _____

Name Greer Civic Association Phone Number 623-302-3915

Mailing Address P.O. Box 41 Greer State AZ Zip Code 85927

Contact Person Lorraine Shumway Phone Number 623-302-3915

Email Lshumw14@gmail.com

Type of Application: Temp. Use Permit Amount of Request \$ 300

Reason for request and conformance to the fee waiver policy:

GCA is a non-profit hosting Greer Days for the communities enjoyment. This event draws visitors from nearby communities as well.

Signature of Applicant Lorraine Shumway Date 3.14.2022

Signature of Owner (if not applicant) _____ Date _____

FOR OFFICIAL USE ONLY

Received By <u>[Signature]</u>	Date <u>3/9/2022</u>
Administration Action	
☐ Approved	☐ Denied
Signature _____	Date _____
Board Action	
☐ Approved	☐ Denied
Signature _____	Date _____
2/12/2019	

Green Day -
Detailed Site Plan

Open during event

~~Vendor locations:-~~

Inside = 10

Outside = 30

Across the street = 22

Trash Dumpster

Library	Men's	Community Center
	Women	✓✓✓ ✓✓✓ ✓✓✓ ✓

A hand-drawn diagram of a rectangular box. The top and bottom horizontal boundaries are marked with zigzag lines, each labeled "V.V". The right vertical boundary is also marked with a zigzag line. The left vertical boundary is a simple straight line.

duck Race

Parade
Announcer





Route 373

Greer Pathway

✓✓✓✓✓

←

Spill over -
Process

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

IT

Date/Signature: ATE W. K. 3/10/22

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

Discussion and possible approval of a Telecommunications Service Agreement with Commnet AZ LLC with a monthly cost of \$1,900. This amount has been budgeted for.

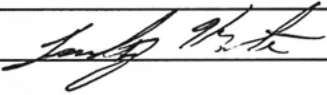
BOS Meeting Date Requested 04/05/22

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 _____

Steve Kizer

From: Joe Young <jyoung@apachelaw.net>
Sent: Tuesday, March 8, 2022 1:47 PM
To: Steve Kizer
Cc: Michael Whiting; Ryan Patterson
Subject: [EXTERNAL]RE: [EXTERNAL]RE: Service Level Agreement for Internet Services

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Changes look good.

The agenda item only needs to read:

Discussion and possible approval of a Telecommunications Service Agreement with Commnet AZ LLC with a monthly cost of \$1,900. This amount has been budgeted for.

From: Steve Kizer <skizer@co.apache.az.us>
Sent: Monday, March 7, 2022 7:22 AM
To: Joe Young <jyoung@apachelaw.net>
Cc: Michael Whiting <Michaelbwhiting@gmail.com>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: [EXTERNAL]RE: Service Level Agreement for Internet Services

I've received the updated agreement with your requested changes. It would also be helpful if you give me the proper verbiage for the agenda item and I'll go ahead and get it submitted to Beth.

Thanks again.

From: Steve Kizer <skizer@co.apache.az.us>
Sent: Friday, February 25, 2022 7:32 AM
To: Joe Young <jyoung@apachelaw.net>
Cc: Michael Whiting <Michaelbwhiting@gmail.com>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Re: [EXTERNAL]RE: Service Level Agreement for Internet Services

Thanks Joe, I've passed along your requested changes to the vendor.

Have a great weekend.

On Feb 24, 2022 3:35 PM, Joe Young <jyoung@apachelaw.net> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The agreement is legal. I have the following requested changes:

- Typo in Section 2, The is misspelled
- Section 19, the contract has a New York choice of law provision. We are required to have an Arizona Choice of law provision and venue

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Connecting Rural America
TELECOMMUNICATIONS SERVICE AGREEMENT

THIS TELECOMMUNICATIONS SERVICE AGREEMENT (the "Agreement") is made and entered into this ____ day of February, 2022 (the "Effective Date") by and between Commnet AZ LLC, a Limited Liability Company, having an address at 400 Northridge Rd., Ste. 1100, Atlanta, GA 30350 (the "Provider") and Apache County, an Arizona State Institution having an address at 75 West Cleveland Street, St. Johns, AZ 85936 ("the Customer"). Provider and Customer collectively referred to herein as the "Parties".

WHEREAS, Customer desires to have certain telecommunication services (the "Service(s)"), as described more fully in Exhibit A, made available to the locations identified in Exhibit A.

WHEREAS, Provider desires to provide Service as described more fully in Exhibit A.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Initial Service Date** - The Initial Service Date shall be the first date any Service ordered under this Agreement is delivered by Provider at any one or more of the multiple locations identified in Exhibit A. The Initial Service Date will be confirmed in writing by Provider (see the sample Service Acceptance Certificate provided herein).
2. **Term**- the initial term of this Agreement shall be for 36 months beginning as of the Initial Service Date (the "Initial Term"). This Agreement may be renewed by written amendment to this Agreement duly executed by the Parties.
3. **Responsibilities of Provider** - Provider shall provide Customer with Services, as set forth in Exhibit A, for the locations specified in Exhibit A. Customer shall accommodate any special requirement(s) specified within Exhibit B. To facilitate Service, Provider shall install all necessary equipment, including but not limited to radio, antenna, and cable (the "Provider Equipment"), at the locations identified in Exhibit A at the service levels described in Exhibit C.
4. **Responsibilities of Customer**- Customer agrees to provide or obtain any permission or consent required for Provider to access the Customer locations identified in Exhibit A, at no cost to Provider, for the purposes of (i) installing, maintaining, troubleshooting and removing Provider Equipment necessary to provide Service and (ii) fulfilling any special requirements as outlined in Exhibit B. Customer is solely responsible for ensuring that its equipment ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. Customer shall execute and deliver to the Provider a Service Acceptance Certificate in the form attached hereto as Exhibit D upon the completion of the installation and initiation of Services at each location identified in Exhibit A. If Customer does not sign the Service Acceptance Certificate or respond to Provider within three (3) business days from the date thereof, the Services will be deemed accepted. Customer agrees to immediately notify Provider if Provider's Equipment is lost, damaged, or stolen, or Customer is aware at any time that Service is being stolen or fraudulently used.
5. **Permitting and Landlord Approval**- Customer will assist Provider in obtaining any required permits and/or approval for the installation of Provider Equipment on property not owned by Customer or property subject to any restriction or building code provision requiring a building permit for the installation of Provider Equipment. Provider and Customer shall use best efforts to obtain such required permits and/or approval. Provider shall not be required to provide Service and shall have no liability to Customer where such required permits and/or approvals have not been



obtained.

6. **Acceptable Use** -Services may only be used for lawful purposes. Transmission of any material in violation of any Federal, state or local regulation is prohibited. This includes without limitation material protected by trade secret, copyrighted material, and material legally judged to be threatening or obscene. Any access to and use of other networks connected to Provider, including the Internet, must comply with the rules and behavior guidelines of Provider's network. The sale of Internet access by Customer using the connection provided under this Agreement to another entity, which sells IP transit to others, is expressly prohibited. Customer and its users must at all times adhere to the Company Terms of Use Agreement, as may be updated from time to time, available here: <https://www.choice-wireless.com/acceptable-use-policy.html>.
7. **Invoices and Payment** -Customer is responsible for the monthly recurring charges ("MRC") and non-recurring charges ("NRC") for the Services identified in Exhibit A commencing on the date installation is complete and Service is fully operational at each location identified in Exhibit A as documented by the Service Acceptance Certificate. Billing will commence for each individual location when Service is fully operational and activated at each individual location. The Customer will be invoiced for the services to be provided two weeks prior to the first of the month. Payment is due forty-five (45) days after the date of Invoice. Payments received more than forty-five (45) days after the date of the invoice are subject to a late fee not to exceed one-and-one-half percent (1 ½%). Not receiving an invoice on any given month does not absolve Customer from the aforementioned payments. Customer may only dispute charges that Customer believes are results of a billing error or a reported problem relating to the Service. Delinquent accounts are accounts for which payment is forty-five (45) days past due and are subject to immediate suspension or termination of the Service at the sole discretion of Provider. A Customer suspended for a delinquent account shall pay Provider a \$250.00 reconnection fee to have Service reactivated.
8. **Taxes**- Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges, imposed on or based upon the provision, sale or use of the Provider Services, unless Customer is tax exempt (in which case Customer shall provide documentation of such status as may be reasonably requested by Provider).
9. **Termination and Termination Charges**- Provider may terminate either (a) this Agreement (b) any Service or (c) both, immediately upon written notice if Customer fails to make any payment in accordance with the provisions of this Agreement after having been given thirty (30) days notice of such non-payment.

Either Party may terminate this Agreement immediately upon written notice, if the other:

 - a. Commits a material breach of this Agreement which is capable of remedy and fails to remedy the breach within thirty (30) days of written notice to do so;
 - b. Commits a material breach of this Agreement which cannot be remedied; or
 - c. Is repeatedly in breach of this Agreement.
10. **Termination Charges for Customer Breach**- A termination fee may apply if this Agreement, or any Service, is terminated by Customer before the end of the Initial Term on a basis other than as provided in Section 9 of this Agreement. The termination fee shall be determined by multiplying the MRC as identified in Exhibit A by the number of months remaining in the Initial Term of the Agreement as of the date of termination by Customer.
11. **Equipment**- Customer hereby acknowledges and agrees that all Provider Equipment used in providing the Service shall remain the sole property of Provider and shall not be removed or replaced by Customer without Provider's written approval. Upon the termination of this Agreement for any reason, Provider shall have the right, and Customer shall afford Provider reasonable access



to its facilities, to remove the Provider Equipment from Customer's premises.

12. **Customer Equipment and Facilities** - Customer shall at its own expense undertake all necessary preparations to comply with Provider's installation instructions. If Customer is not ready to accept Provider's Services thirty (30) days after the Planned Service Date, Provider may begin billing Customer MRCs using the Planned Service Date as the Service Date. Customer is solely responsible for ensuring that its equipment owned by Customer ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. In the event that any equipment is purchased by Customer under this Agreement, as may be described in Exhibit A, such equipment is Customer Equipment. Customer is responsible for the use, compatibility and maintenance of all Customer Equipment.
13. **Local Exchange Carriers and Letter of Agency (LOA)** - Customer will cooperate fully with Provider in working with Local Exchange Carriers and others for the provisioning of local access required as part of the Provider Services.
14. **Service Access Security** - Customer shall be responsible for user access security, such as control over users of the service. Provider provides no user access security with respect to any of its customers or facilities of others connected to the internet.
15. **Pricing and Installation fee**- See Exhibit A
16. **Assignment** - The Parties shall not, without prior written consent of the other Party, which shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges, or obligations under this Agreement. Notwithstanding the foregoing, Provider may assign this Agreement to any Affiliate of Provider, at Provider's sole discretion and without Customer's prior consent, and all of Provider's rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns. "Affiliate" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any entity or enterprise, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such entity or enterprise for the election of directors or other governing body of such entity or enterprise, or (b) direct or cause the direction of the management and policies of such entity or enterprise, whether through the ownership of voting securities, by contract, or otherwise.
17. **Notices** -All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt mail requested, or nationally recognized overnight courier service, with a copy via facsimile to the address set forth below or as may subsequently in writing be requested.



Provider:

Provider Name	Commnet AZ, LLC
Email	sales@commnetbroadband.com
Main Phone	Technical Support 1-833-436-2624
Alternate Phone	702-434-3647
Fax	702-684-7981
Address	400 Northridge Rd., Ste. 1100, Atlanta, GA 30350
Billing Contact Name	Accounts Receivable
Billing Email	ar@atni.com
Billing Phone	702-434-3647
Billing Address	Commnet AZ, LLC, 400 Northridge Road, Suite 1100 Atlanta, GA 30350
Network/IT Contact Name	Technical Support
Network/IT Email	customercareescalations@atni.com
Network/IT Phone	1-833-436-2624

Customer:

Customer Name	Apache County
Contact Name	Steve Kizer, IT Director
Email	skizer@co.apache.az.us
Main Phone	928-337-7616
Alternate Phone	
Fax	
Address	75 West Cleveland Street, St. Johns, AZ 85936
Billing Contact Name	
Billing Email	
Billing Phone	
Billing Address	
Billing Preference: Email or Mail	
Network/IT Contact Name	
Network/IT Email	
Network/IT Phone	

18. **Indemnification by Customer-** Customer agrees to defend, indemnify and hold Provider and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, settlement payments and any damages awarded related to or arising from: (1) the use of Provider Services or the placement or transmission of any message, information, software or other materials on any other network connected to Provider; (2) negligent acts or omissions of Customer or its affiliates in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by Provider which are connected or are to be connected to Provider Services; and (3) claims for infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, arising from the use of equipment and software, apparatus and systems not provided by Provider.
19. **Choice of Law and Jurisdiction-** THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION



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OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF ARIZONA, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS.

20. **Entire Agreement**- This Agreement supersedes all prior representations, agreements and understandings whether oral, written or implied, and may only be modified in writing.
21. **WAIVER OF CONSEQUENTIAL DAMAGES** -EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF THE CONFIDENTIALITY AND/OR NON-DISCLOSURE OBLIGATIONS CONTAINED HEREIN AND CLAIMS SUBJECT TO INDEMNIFICATION, EACH PARTY HERETO SHALL NOT BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICE, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE CREDITS DESCRIBED IN EXHIBIT C SHALL BE ITS SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF COMPANY TO MEET THE SERVICE LEVELS DESCRIBED THEREIN.
22. **No Warranty** - Provider Services and any devices, including Customer Equipment and Provider Equipment are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose, unless otherwise stated within this Agreement. No advice or information given by Provider or its affiliates shall create a warranty. Neither Provider nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of harmful components. Under no circumstances shall Provider or its affiliates be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from the use of or inability to use Provider Services, or Customer's reliance on or use of information, services or merchandise provided on or via Provider Services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
23. **Confidentiality/Non-disclosure**- a) Each party expressly undertakes to retain in confidence and not to disclose any or all information and know-how, in whatever form transmitted, including, but not limited to, information concerning either Party's past, present and future business affairs, business plans, operations or systems of such party ("Disclosing Party") or another party whose information the Disclosing Party has in its possession under obligations of confidentiality, disclosed in any way to it (the "Receiving Party") that the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). The Receiving Party shall treat the Confidential Information with the same degree of care it treats its own confidential information, and will make no use of such Confidential Information during the existence of this Agreement except as otherwise specified herein; (b) the Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party; (ii) the Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or (iii) is independently developed by the Receiving Party; (c) except as otherwise provided, the Receiving Party shall not disclose, disseminate, distribute or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission; (d) The parties agree that a breach of the terms of this Section would result in irreparable injury to the Disclosing Party for which a remedy in damages would be inadequate. The parties agree that in the event of such breach or threatened breach, the Disclosing Party shall be entitled to an injunction to prevent the breach or threatened breach, in addition to remedies



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otherwise available for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.

Provider: Commnet AZ, LLC,

Customer: Apache County

Signature: _____ Signature: _____

Print: _____ Print: _____

Title: _____ Title: _____

Date: _____ Date: _____



**EXHIBIT A –
Services Information**

Location	Service Type	Planned Service Date	Quantity (Mbps)	Monthly Service Fee (MRC)	Service Installation Fee (NRC)
75 West Cleveland Street, St. Johns AZ 85936	DIA	TBD	1,000Mb	\$1,900.00	\$0.00
Monthly Total Cost				\$1,900.00	\$0.00

* Planned Service date subject to change.

* Services provided may be subject to local, state, and federal taxes.

Remainder of this page has been intentionally left blank



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EXHIBIT B – Special Instructions

Special Instructions

At each Service Location, for the Provider Equipment, Customer is required to provide:

1. 20A 110VAC single phase power
2. Adequate rack space to accommodate up to a three foot by three foot (3'x3') equipment cabinet in an environmentally controlled room

Remainder of this page has been intentionally left blank



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EXHIBIT C- Service Level Agreement

This Exhibit C, Service Level Agreement ("SLA"), to the Telecommunications Service Agreement dated _____, between Commnet AZ, LLC., (the "Provider") and Apache County, an Arizona State Institution ("the Customer") (the "Agreement"), establishes Provider's service level commitments applicable to the telecommunications services provided pursuant to the Agreement (the "Service(s)"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

1. Definitions:

This Service Level Agreement ("SLA") applies to the following Services (if applicable):

- 1.1. Dedicated Internet Access (DIA) service represents routed access to Internet including public IP addresses.
- 1.2. Unprotected Point-to-Point Ethernet Service – this service provides Ethernet connectivity from point A to point Z on customer's network traversing ATN owned and controlled IP backbone network "ATN IP Network"

This SLA does not apply to networks owned and/or controlled by other carriers; local access circuit (e.g. local loop); Customer's local area network (LAN); interconnections to or from and connectivity within other Internet Service Provider (ISP) networks.

2. On-net service performance criteria:

- 2.1 Availability is defined as the relative amount of time a service is usable during a monthly billing period. Availability is guaranteed to be available and capable of forwarding IP packets 99.99% of the time. If this service level commitment is not met in a calendar month, then Customer is entitled to a credit in accordance with Section 3 below.
- 2.2 Jitter: Jitter is defined as the variation in the latency on a packet flow between two systems, when some packets take longer to travel from one system to the other. Jitter results from network congestion, timing drift and route changes. A Service is considered unavailable when there is more than 15ms Jitter
- 2.3 Latency: Network latency is an expression of how much time it takes for a packet of data to get from one designated point to another. A Service is considered unavailable when there is more than 60ms Latency.

3. Credit Allowances for Service Outages

Customer may be entitled to receive a credit for the prorated monthly recurring charge of the affected Service as set forth below. A credit allowance will reduce Customer's payment obligation on a subsequent invoice. A Service Outage begins when Provider is notified of Service unavailability and ends when Service is restored. The total outage time of the Service Outage is the difference between its start and end times, less any delay time resulting from Provider's inability to access Customer or End User Premises. If Customer reports a Service Outage but declines to release the Service for testing and repair, the Service will be deemed to be impaired, but not a Service Outage eligible for a credit allowance.

3.1. No Credit Allowances

Credit allowances do not apply to Service Outages:

- 3.1.1. when the applicable root cause is determined to arise from Off-Net Service;



- 3.1.2. caused by Customer or its End User or their agents or contractors;
- 3.1.3. resulting from the failure or malfunction of non-Provider-provided equipment or systems;
- 3.1.4. that are result of Force Majeure/Act of God
- 3.1.5. occurring during any period in which Provider is not given access to Customer or End-User Premises; or
- 3.1.6. occurring during any planned Service Outage, unscheduled emergency maintenance, scheduled maintenance, or changes in Service requested by Customer.

3.2. Credit Eligibility Requirements

To be eligible to receive a credit allowance for a Service Outage, Customer must:

- 3.2.1. report the Service Outage by causing Provider to open a Trouble Ticket;
- 3.2.2. submit a written request for a credit allowance to Provider within thirty (30) days of the date of the Service Outage; and

3.3. Credits

3.3.1. Upon Customer's request, and if duly approved by Provider, the service credit will be in an amount equal to the pro-rated amount of one (1) day of MRC for the Service affected only (i.e. Dedicated Internet Access). Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day. If Customer fails to notify Provider in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with Provider and current in all of its obligations.

3.3.2. Limitation on Credits: The total credit allowances for any Circuit may not exceed 100% of the MRC for such Circuit during a monthly billing period.

4. Chronic Trouble

- 4.1. Reporting. Whenever a Customer reports to Provider that a Service has Chronic Trouble, as defined below, Provider will immediately investigate and report its findings to Customer. Chronic trouble should be reported to Technical Support 1-833-436-2624 or by email customercareescalations@atni.com.
- 4.2. Termination for chronic Service Outages. Service is considered to have Chronic Trouble if it experiences three (3) or more Service Outages of more than 30 minutes each or ten (10) or more >30 minute outages in any 180 day period. Upon written notice customer may obtain credit allowances for the Service Outages as set forth in Section 1.5(a) or discontinue the affected Service(s) without any further liability to Provider (except to pay for Service up to the date of termination) upon furnishing written notice to Provider.



Exhibit D- Service Acceptance Certificate (Example)

[DATE]

Customer has three (3) business days from the date of this Service Acceptance Certificate to accept the Services described below. If Customer does not respond within three (3) business days, notwithstanding anything to the contrary in the Agreement or otherwise, Customer will be deemed to have accepted the Services. Company will begin billing in accordance with the Agreement on the date of acceptance (or deemed acceptance, as the case may be) of the Services.

The undersigned _____ ("Customer") entered into an agreement dated _____, 2021 (the "Agreement") with _____ (the "Company") whereby Company agreed to provide certain telecommunications services to Customer at the location(s) identified in the Agreement (the "Services").

On behalf of Customer, I hereby acknowledge and certify that the Service(s) listed below have been provided by the Company in accordance with the Agreement. As of the date set forth below, Service is fully operational and activated at this Location(s).

Location(s):

Mbps:

Monthly Recurring Charge (w/out taxes):

Mbps:

Monthly Recurring Charge (w/out taxes):

I certify that I am authorized by Customer to execute this Service Acceptance Certificate on its behalf.

Customer: [Name]

Signed: _____

Title: _____

Date: _____

Company: Commnet AZ, LLC

Signed: _____

Title: _____

Date: _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Emergency Management

Date/Signature: [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/EMPG ARPA (Award # EMF-2021-EP-00016S01/18) in the amount of \$298,330.60. This is a 50% match grant.

BOS Meeting Date: March 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review ☐

Finance Review: _____

Signature: [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

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



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

January 31, 2022

Mr. Brian Hounshell, Director
Apache County
P. O. Box 428
St. Johns, AZ 85936

RE: FFY 2021 Emergency Management Performance Grant (EMPG) -
American Rescue Plan Act (ARPA)
CFDA # 97.042
Grant Award # EMF-2021-EP-00016-S01/18
EMPG: \$269,792.08 EMPG ARPA: \$28,538.52
Total EMPG+ARPA Federal and Non-Federal Award: \$298,330.60

Dear Mr. Hounshell,

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. The amount of Federal funds awarded to **Apache County** is **\$149,165.30**.

As a condition of the award, you are required to contribute a cost match in the amount of **\$149,165.30** of non-federal funds, or 50 percent of the total approved project costs of **\$298,330.60**. EMPG+ARPA funds may be obligated and expended within the period of performance from **July 1, 2021 - June 30, 2022** and in accordance with the EMPG+ARPA grant guidelines.

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

Single Audit Reporting: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>

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.

Extension of Single Audit submission: Federal Memorandum M-20-17 allowed for recipients and subrecipients that have not yet filed their Single Audits for fiscal year ends through June 30, 2020, with the Federal Audit Clearinghouse to delay completing the submission of the reporting package to six months beyond the normal due date, or September 30, 2021. Additionally, Federal Memorandum M-20-21 further extends the submission through March 31, 2022, if the prior submission cannot be met. No further action by awarding agencies is required to enact this extension. This extension does not require individual and subrecipients to seek approval for the extension by the cognizant or oversight agency for audit; however,

subrecipients should maintain documentation of the reason for the delayed filing. Subrecipients taking advantage of this extension would still qualify as a "low-risk auditee" under the criteria of 2 CFR § 200.520(a). (2 CFR § 200.501)

Reference C.F.R. 200.512 Single Audit reporting ending 06/30/2020: FY20.

The FY2020 audit report is verified and currently not received at the Federal Audit Clearinghouse as of January 20, 2022.

Federal Funding Accountability and Transparency Act <https://www.fsrs.gov/>

2 CFR 170.320: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-170/subpart-C/section-170.320>

If applicable, the Contractor/Grantee shall submit to AZDEMA via email the Grant Reporting Certification Form. This form and the instructions can be downloaded below and must be returned to the AZDEMA 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 and [emailed to us](#). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the [2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION](#). 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.

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:

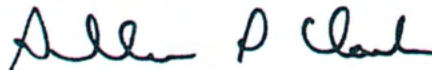
Arizona Department of Emergency & Military Affairs, Division of Emergency Management

Grant Administration Section
Diane Fernandez
EMPG Program Coordinator
5636 E McDowell Rd., Bldg. 5101, E7
Phoenix, AZ 85008
Work Phone: 602-464-6268

DEMA Resource Accounting/Finance
Wendy Bidon
EMPG Finance Coordinator
5645 E McDowell Rd, Bldg. 5800
Phoenix, AZ 85008
Work Phone: 602-464-6483

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,



Allen Clark
Director, Division of Emergency Management

Final Award Conditions:

Equipment/Vehicle Purchase - Approved: The request to purchase the F350 Crew Cab 4x4 179" WB, 6.7 power stroke diesel engine truck as outlined in the application.

Apache County must include this project in the quarterly programmatic grant activities report to update DEMA on the progress of purchasing the equipment, receiving the equipment, and to demonstrate how the equipment is being used during emergencies and events throughout the period of performance.

Apache County must add this equipment to the annual inventory report submitted to DEMA GA.

CERT Bags: Conditionally Approved. Prior to making this purchase a clear description of the CERT bag, contents, and reason/need for the bags. Who will use these bags and how will they be distributed?

EM Vehicle: Please identify which EM vehicle(s) is driven home every day/night? Provide the make, model, year, license plate/VIN number? The vehicle(s) will require a daily tracking log that identifies daily driving activities. These logs will be required to be submitted to DEMA to submit for related costs through EMPG. A MapQuest map will be required that shows the distance/miles to and from the office to home location.

SUBRECIPIENT AGREEMENT BETWEEN

Apache County

170320027

AND

The Arizona Department of Emergency and Military Affairs
FOR

Emergency Management Performance Grant and American Rescue Plan Act

EMF-2021-EP-00016/18

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 Catalogue of Federal Domestic Assistance (CFDA) # 97.042 under the terms of this Subrecipient Agreement (Agreement).

1. **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) and additional funding for the supplemental provided under the American Rescue Plan Act (ARPA) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS** - This Agreement shall become effective on July 1, 2021 and shall terminate on June 30, 2022. The rights and responsibilities of DEMA and Subrecipient as described herein will survive termination of this agreement.
3. **DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT** - Subrecipient shall use the funds provided under this Agreement solely for the purposes for which these funds have been provided, as documented by the Subrecipient's grant application as approved by DEMA, a copy of which is attached as Exhibit III.
 - a. The FY 2021 EMPG+ARPA covers eligible costs from July 1, 2021 - June 30, 2022 (the "Agreement Period"). The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the Agreement Period. Allowable costs are defined in the FY 2021 EMPG+ARPA Notice of Funding Opportunity (EMPG+ARPA NOFO), a copy of which is attached as Exhibit 3, the AZDEMA EMPG Local Programmatic Guidance and by this Agreement.
 - b. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the EMPG+ARPA 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 emergency management focused exercises run by either Subrecipient or DEMA during the Agreement Period.
 - c. Finance & Administration - Subrecipient shall provide DEMA with complete documentation of all expenditures of funds provided under this Agreement as soon as such documentation becomes available to Subrecipient. Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds under this Agreement. DEMA does not manage or take responsibility

for the Subrecipient's projects, and monitors projects (with regard to program eligibility and other requirements) only in order to protect the State's interests.

- i. The FY 2021 EMPG+ARPA program has a 50% cost match (cash or in-kind) requirement, pursuant to sections 611(j) and 613(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. No. 93-288), as amended, (42 U.S.C. 5121 et seq.). 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 C.F.R. 200.306, and Subrecipient contributions must meet the standards of 2 C.F.R. 200.306 and all other applicable federal law.

4. **MANNER OF FINANCING** - DEMA shall:

- a. Provide the Subrecipient with 50% of the costs expended for approved services, supplies and equipment identified in Exhibit 4, up to \$149,165.30. Subrecipient will use the funds provided by DEMA and the matching contribution made by the Subrecipient to acquire the services, supplies and equipment identified in part III 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 or other form of contribution, consisting of applicable, accurate and complete documentation, as determined by DEMA in its sole discretion. A listing of acceptable documentation is attached as Exhibit 4(b).

5. **FISCAL RESPONSIBILITY** - 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 to DEMA immediately.

6. **FINANCIAL AUDIT/PROGRAMATIC MONITORING** - Subrecipient shall comply with A.R.S. 35-214 and 35-215.

- a. Pursuant to 2 C.F.R. 200.501, 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 has met 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 may 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, including but not limited to circumstances in which DEMA is required or requested to provide information or records to FEMA or to any state or federal auditor; in such event, Subrecipient shall cooperate with DEMA and shall provide DEMA with all information and records necessary for DEMA to comply with any such request or requirement.

7. **APPLICABLE FEDERAL REGULATIONS** - Subrecipient must comply with all applicable Arizona and Federal law, whether or not specifically cited or referenced in this Agreement, and including but not limited to, as applicable, (1) 2 C.F.R. 200.0 through 200.345 (general provisions and requirements); (2) 200.400 through 200.475 (cost principles); (3) 200.500 through 200.521 (audit requirements); (4) the Appendices to 2 C.F.R. Part 200; and (5) 2 C.F.R. 3002.10.
8. **OTHER APPLICABLE REQUIRED STANDARDS** - In addition to complying with all applicable Federal and Arizona statutes and regulations, Subrecipient shall:
 - a. Comply with the EMPG+ARPA NOFO;
 - b. Utilize equipment that appears on the U.S. Department of Homeland Security Authorized Equipment List (AEL) available at <https://www.fema.gov/authorized-equipment-list>
 - c. prepare, retain, and be prepared to produce for examination by DEMA and/or FEMA, all records of all activities relating to this Agreement, to the extent necessary to comply with the requirements set forth in Subpart F-Audit Requirements, 2 CFR Chapter II, Audits of States, Local Governments, and Non-Profit Organizations, available at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/#numerical>.
 - d. Comply with National Incident Management System (NIMS) Implementation initiatives as outlined in the EMPG+ARPA NOFO;
 - e. 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 but not limited to: the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 through 4347); the National Historic Preservation Act (NHPA; 54 U.S.C. 300101 through 304112, and 305501 through 307108); the Endangered Species Act (ESA; 7 U.S.C. 136; and 16 U.S.C. 1531 through 1544), and Executive Orders on Floodplains (11988; see <https://www.fema.gov/executive-order-11988-floodplain-management>), Wetlands (11990; see <https://www.fema.gov/executive-order-11990-protection-wetlands-1977>) and Environmental Justice for Low Income & Minority Populations (12898; see <https://www.fema.gov/executive-order-12898-environmental-justice-low-income-minority-populations-1994>). Subrecipient shall not undertake any project having the potential to impact EHP resources without express prior written approval obtained through DEMA.
 - i. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Subrecipient must complete the EHP Assessment Questionnaire form and provide the supporting documentation to include diagrams and photos. The EMPG Program Coordinator will review the documents and forward to FEMA-Environmental Office. Any subsequent

change to the 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 must immediately cease construction in that area and notify DEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full EHP review being completed by FEMA Office of Environmental and Historic Preservation.

9. **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 and must be obtained in compliance with the procurement rules applicable under Arizona law to the Subrecipient and 2 C.F.R. 200.317 through 200.326.
10. **CONTRACTORS/SUBCONTRACTORS** - Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established under Arizona and Federal law. 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 with respect to any work on any project funded in whole or in part under this Agreement.
11. **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; see <https://gao.az.gov/publications/saam>); must be applied uniformly to both federally financed and other activities of the Subrecipient; and will be reimbursed at the most restrictive allowability and rates. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration in the SAAM.
12. **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 intent is that all procurement contracts be awarded competitively, and the Subrecipient shall not enter into any noncompetitive (sole or single source) procurement unless express prior written approval is granted by DEMA.
13. **TRAINING AND EXERCISE** - Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the EMPG+ARPA NOFO. All training must be approved through the 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 further 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 (AAR/IP) via the HSEEP Toolkit within 90 days of completion of the exercise in question; and
 - c. Within 90 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient shall email the AAR/IP into the HSEEP Inbox (HSEEP@fema.dhs.gov) and copy the DEMA Grant Administration Office (grants@azdema.gov) and the DEMA Exercise Officer at exercises@azdema.gov.
14. **NONSUPPLANTING AGREEMENT** - Subrecipient shall not use funds obtained under this Agreement to supplant State or Local funds or other resources that would otherwise have been made available for any program/project funded in whole or in part under this Agreement. Further, if a position created by this 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 this grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.
15. **COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING IMMIGRATION-**
Subrecipient warrants its compliance with
- a. all State and 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 and 41-4401.
 - b. A breach of a warranty by Subrecipient regarding compliance with State or Federal immigration laws or regulations shall be deemed a material breach of this Agreement and Subrecipient may result in action by DEMA 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.
16. **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 EMPG+ARPA NOFO, the grant application as approved, and the C.F.R. Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.
- a. Equipment acquired by Subrecipient with funds obtained in whole or in part 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 funds obtained in whole or in part under this Agreement. Theft, destruction, or loss of such 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 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 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 at the end of period of performance 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. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- e. 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.

17. **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 17.

18. **FUNDS MANAGEMENT** - Subrecipient must maintain funds received under this Agreement in a separate account 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 (2 CFR 200.302). Subrecipient must maintain adequate business systems to comply with Federal requirements.

19. **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. So that the report contains such information as deemed necessary by DEMA, Subrecipient shall use and fully complete the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit 19(a).
 - i. 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 must be marked as "final." Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed.
 - ii. Upon request of DEMA, Subrecipient must provide to DEMA any information necessary to meet any state or federal reporting requirements.
 - iii. Quarterly Programmatic reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	July 30

- b. Financial Reimbursements - Subrecipient shall provide DEMA with quarterly requests for reimbursement. Requests for reimbursements shall be submitted with the Reimbursement Form provided by DEMA, a copy of which is attached as Exhibit 19(b).

- i. Subrecipient shall submit to DEMA a final request for 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 completion of all work funded in whole or in part by the Agreement. Requests for reimbursement received by DEMA later than the ninety (90) days will not be paid. The final reimbursement request as submitted shall be marked "final" by Subrecipient.
- ii. DEMA requires that all requests for reimbursement be submitted via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service, in person or through electronic means.
- iii. DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process requests for reimbursements. Subrecipient shall promptly provide DEMA with all such documents and/or information.
- iv. Quarterly Financial Expenditure reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	September 30

- v. All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part 46, NOTICES, of this Agreement.

20. **ASSIGNMENT AND DELEGATION** - Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

21. **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 representatives of Subrecipient and DEMA.

a. Any such amendment shall specify:

- i. an effective date;
- ii. increases or decreases in the amount of Subrecipient's compensation if applicable;
- iii. be titled as an "Amendment,"
- iv. 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.

22. **AGREEMENT RENEWAL** - This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph 21, AMENDMENTS.

23. **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 and ability

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.

24. **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.
25. **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.
26. **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 under A.R.S. 35-154. 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 18, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
27. **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.
28. **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.
29. **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) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to DEMA) relating to this Agreement shall be resolved through the administrative claims process. In the event A.R.S. 12-1518 applies, the parties shall proceed with arbitration as provided in that statute. The parties agree that proper venue for any litigation shall be in Maricopa County, Arizona.
30. **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.
31. **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 30 of this Agreement; provided. 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.
32. **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.
33. **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.
34. **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 (42 U.S.C. 12101 et seq.), A.R.S. title 41, Chapter 9, Article 4 (A.R.S. 41-1461 et seq.), and Arizona Executive Order 2009-09.
35. **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.
36. **ADVERTISING AND PROMOTION OF AGREEMENT** - Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of DEMA.
37. **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.
38. **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, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
39. **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.

40. **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.

41. **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.

42. **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.

43. **SPECIAL CONDITIONS** - Subrecipient acknowledges that U.S. Department of Homeland Security-Federal Emergency Management Agency 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:

- a. the copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and
- b. Any rights of copyright 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.

44. **RECORD RETENTION** - The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

45. **ADDITIONAL TERMS AND CONDITIONS** - The Subrecipients agrees to comply with the additional Terms and Conditions as described in Exhibit 45-2019 DHS Standard Terms and Conditions.

46. **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 Road
Phoenix, AZ 85008

Apache County
P. O. Box 428
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

Fiscal Grant Coordinator
Wendy Bidon
wendy.bidon@azdema.gov
(602) 464-6483

IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Apache County

FOR AND BEHALF OF
Arizona Dept of Emergency & Military Affairs,
Division of Emergency Management

Authorized Signature

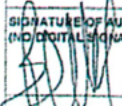
Name & Title

Date

Allen Clark, Director

Date

Federal Fiscal Year 2021

Application for Emergency Management Performance Grant					
PROGRAM PERIOD OF PERFORMANCE- JULY 1, 2021 - JUNE 30, 2022					PAGE ONE
APPLICANT INFORMATION:					
ORGANIZATIONAL UNIT: DEPARTMENT		TYPE OF SUBMISSION	APPLICANT TYPE	CFDA NUMBER	
Emergency Management		Original Application	County	17.042	
ORGANIZATIONAL UNIT: DIVISION NAME		Revised Corrected Application 1	Tribe	CFDA TITLE	
Apache County		Revised Corrected Application 2	State	EMERGENCY MANAGEMENT PERFORMANCE GRANT	
FUNDING OPPORTUNITY NUMBER		FY 2021 Emergency Management Performance Grant			
ORIGINAL APPLICATION DATE OF SUBMISSION	CORRECTION 1 DATE OF SUBMISSION	CORRECTION 2 DATE OF SUBMISSION	ORGANIZATIONAL DUNS #	CONGRESSIONAL DISTRICT	
Wednesday, January 26, 2022			170320027	1.00	
TOTAL AMOUNT REQUESTED	TOTAL AMOUNT REQUESTED	TOTAL AMOUNT REQUESTED	EMPLOYER/TAX IDENTIFICATION NUMBER (EIN/TIN)	LEGISLATIVE DISTRICT	
\$ 295,339.42	\$ -	\$ -	86-6000385	7.00	
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)	
Brian Hounshell		EM Director	bhounshell@co.apache.ar.us	(928) 551-2876	
SIGNATURE OF AUTHORIZED REPRESENTATIVE: (NO DIGITAL SIGNATURES ON APPLICATION)		DATE SIGNED:	FAX NUMBER:	ALTERNATE PHONE NUMBER:	
		1/26/22	N/A		
PROGRAMMATIC CONTACT: (PERSON IN CHARGE OF THE QUARTERLY ACTIVITY REPORT SUBMISSIONS TO AZDEMA)					
FIRST AND LAST NAME		TITLE	EMAIL:	PHONE NUMBER (INCLUDE AREA CODE)	
Haley Nicoll		PHEP Manager	hnicol@co.apache.ar.us	(928) 551-2876	
FINANCE DEPARTMENT CONTACT: (PERSON IN CHARGE OF THE QUARTERLY REIMBURSEMENT REQUEST SUBMISSIONS TO AZDEMA)					
FIRST AND LAST NAME		TITLE	EMAIL:	PHONE NUMBER (INCLUDE AREA CODE)	
Haley Nicoll		PHEP Manager	hnicol@co.apache.ar.us	(928) 551-2876	
NAME AND CONTACT INFORMATION OF PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION					
FIRST AND LAST NAME OR SAME AS PROGRAMMATIC CONTACT		TITLE:	EMAIL:	PHONE NUMBER (INCLUDE AREA CODE)	
Haley Nicoll		PHEP Manager	hnicol@co.apache.ar.us	(928) 551-2876	
MAILING ADDRESS		CITY	STATE	ZIP CODE	
PO Box 428		St Johns	AZ	85936	

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JAN 31 2022

Grant Administration
Office

PROGRAM AND BUDGET NARRATIVE: REQUIRED

1a. Provide a description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds. The entire narrative must be readable, please expand box size if necessary to allow all narrative to print. Attach any supporting documentation.

Apache County is working towards rebuilding a bigger and better Emergency Management program. In order to accomplish this, Apache County OEM will be focussing on their Emergency Operations Plan, CERT team formation, and FEMA goals and initiatives for the grant. Apache County OEM will be consistently training new personnel and partnering in different exercises.

Apache County OEM is going to continue to edit and change the EOP. This is an ongoing project that requires a lot of time and training- not only in plan writing, but in county response and plan maintenance software. One portion of the plan that we will be paying extra attention to is the evacuation annex that is included in the plan. This is a FEMA goal that we will be working towards this year.

We continue to strive for more resilient communications through having backup power, up to date radio channels, and satellite phone capabilities.

Another priority of Apache County OEM is public information and transparency. We will be working towards serving our community in the form of public information, outreach, and participation in community partnerships such as law enforcement, fire, healthcare, and municipal governments. We also look for ways to serve the community in the form of deployment to events and being on-scene to assist and be liaisons. We also partner with our tribal and neighboring county partners with the Apache County OEM Drone. Apache County OEM has obtained necessary training and equipment for drone operations. We are often called by partners to assist with search and rescue, damage assessments (such as fire and flood damage) and other emergencies.

1b. Please outline how expenditures will address/support gaps identified in the THIRA/SPR and/or County/Tribal hazard and risk assessment.

Communications is continually a gap identified in the state THIRA/SPR. Having our mass notification system will help bridge this gap as we are going to be training more personnel on the system. We will also be purchasing P25 radios for EM staff to have better interoperable communications. Having our Call Center phones ready to be activated at a moment's notice will also be of assistance in closing the communications gap.

Another way Apache County OEM plans to work towards better communication and Public Information Dissemination is by updating our 311 Call Center in partnership with Navajo County. Our current call center is outdated and has many gaps. We will be relocating and completely updating our Call Center this fiscal year.

Evacuation is another gap that is continually brought up in the THIRA and SPR. As we work towards more partnership with neighboring counties and agencies to work on this evacuation annex, we will be able to close this evacuation gap and expand Apache County's capability.

Public Information and Warning gaps will be addressed throughout the year. As we work with our mass notification system, purchased through EMPG, we will be able to cross train other EM staff to ensure that information is sent to the public in a timely and efficient manner. We will also be able to have better inter-agency communications as we work on our radio capability.

Community resilience will be addressed, too, as we work towards more public outreach and information sharing through social media platforms, newspaper ads, radio announcements, and outreach events.

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>

1 Planning

2 Community Resilience

3 Information Sharing

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Grant Administration
Office

Federal Fiscal Year 2021

Application for Emergency Management Performance Grant Funds						
DETAILED BUDGET TOTALS				PAGE TWO		
CATEGORY		TOTAL COSTS these fields have formulas do not enter numbers.		TOTAL FEDERAL CONTRIBUTION		TOTAL NON-FEDERAL CONTRIBUTION HARD MATCH
A PERSONNEL		\$ 92,315.12		\$ 48,951.51		\$ 45,864.21
B FRINGE		\$ 41,529.29		\$ 19,325.62		\$ 22,202.65
C TRAVEL		\$ 3,030.00		\$ 1,500.00		\$ 1,500.00
D EQUIPMENT (x \$3,000.00)		\$ 51,290.00		\$ 25,845.00		\$ 25,845.00
E SUPPLIES		\$ 12,000.00		\$ 6,000.00		\$ 6,000.00
F CONTRACTUAL/CONSULTANT						\$ -
G OTHER		\$ 75,274.90		\$ 37,518.40		\$ 37,518.40
J TOTAL DIRECT CHARGES		\$ 275,872.21		\$ 137,041.93		\$ 138,830.29
K TOTAL INDIRECT CHARGES		\$ 22,458.22		\$ 11,139.69		\$ 11,318.53
L TOTAL		\$ 298,330.43		\$ 148,181.62		\$ 150,148.82

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 apart 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 will be matching the funds through money from the Apache County General Fund, Apache County Emergency Management's budget, and personnel. All matching funds are non-federal.

Describe the Non-Federal Third Party In-Kind volunteer contributions and activities; and/or donation of facility: REQUIRED: attach supporting documentation if necessary.

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: https://301201.scholarshipexpress.com/ncor_591117/site_591118/Documents/ProcurementPolicy.pdf

b. You may provide a copy of your current procurement policy with the application. Check this box if you have included a copy with your application.

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JAN 31 2022

Grant Administration
Office

Federal Fiscal Year 2021

Application for Emergency Management Performance Grant Funds					
PERSONNEL				PAGE THREE	
List each position by title and name of employee. If available, show the annual salary and fringe costs 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 applicable jurisdiction.					
POSITION TITLE OR THIRD PARTY IN-KIND SERVICE	PERSONNEL SERVICES ANNUAL SALARY	ANNUAL FRINGE BENEFITS	% OF TIME DEVOTED TO EMERGENCY MANAGEMENT	FEDERAL MATCH	NON-FEDERAL MATCH
1. EM Director, B. Houshield	\$53,054.00	\$25,423.44	50.00%	\$ 28,359.36	
EM Project Manager, J Brooks	\$52,324.65	\$27,801.79	50.00%	\$ 20,031.61	
EM Manager, Heather Van Der Noot	\$47,429.00	\$24,031.23	50.00%	\$ 17,877.56	
				\$ -	
EM Project Coordinator	\$45,664.21	\$20,194.03	50.00%		\$ 36,029.12
EM Project Coordinator	\$45,664.21	\$18,211.32	50.00%		\$ 32,037.77
	\$0.00	\$0.00	0.00%	\$ -	\$ -
	\$0.00	\$0.00	0.00%	\$ -	\$ -
	\$0.00	\$0.00	0.00%	\$ -	\$ -
TOTAL PERSONNEL	\$279,536.07	\$121,711.81		\$ 66,278.53	\$ 68,066.89
REQUIRED: Acknowledge the items below by placing an X in the box to the left.					
X	REQUIRED: Personnel funded by EMPG 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.				
X	REQUIRED: Personnel funded by EMPG must also meet or show consistent progress towards meeting the training requirements as outlined in the EMPG Notice of Funding Opportunity. Please submit a training data table (see tab 11) of all EMPG funded employees, please include personnel used as non-federal match.				
X	REQUIRED: Personnel funded by EMPG 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 two week's activities.				
X	REQUIRED: A current Organizational Chart must be included with the application.				
X	REQUIRED: Provide an official job description for all EMPG funded positions, please include positions used as non-federal match.				
	Are any EMPG funded personnel current members of an Incident Management Team? If Yes, describe below.			YES	No X
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. Note: This can be best answered by your financial personnel, does your agency have a system to manage your finances that does the above tasks for you?					
Apache County will be using the county's New World financial tracking system to track the percentage of time and salaries devoted to EMPG eligible activities.					
Describe Third Party in-kind Personnel services (Outline the type of activities that will be conducted by volunteers.) Include the method used to code or track funded staff time spent on emergency management activities charged to the grant.					
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 value of in-kind services, "in-kind" is the value of administrative overhead or provided for 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 should be listed in compliance with the match requirements.					
1. Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.					
X	Full-time permanent staff whose primary responsibility is as the emergency manager/coordinator?				
	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?				

Federal

Non-Federal

50% Salary	50% BHT
\$27,051.50	\$5,355.86
\$11,981.36	\$6,503.45
\$11,657.25	\$4,029.33
\$27,539.11	\$11,097.02
\$ 22,817.11	\$5,325.66

Application for Emergency Management Performance Grant					
TRAVEL					PAGE FOUR
Briefly list the anticipated expenditures in the travel category, including any pre-identified conferences or meetings you are scheduled to attend. How do these activities relate to the priorities and initiatives as identified on page 1 of the application?					
INTERNATIONAL TRAVEL YES / NO	TRAVEL DESCRIPTION	NUMBER OF EMPLOYEES TRAVELING	ANTICIPATED COSTS		
No	AZDEMA Meeting	2	\$		3,000.00
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
		TOTAL TRAVEL	\$		3,000.00
		TOTAL FEDERAL	\$		1,500.00
		TOTAL NON-FEDERAL	\$		1,500.00
Note: All International Travel using EMPG funding requires pre-approval by FEMA and AZDEMA. Requests should be sent to DEMA Program Coordinator at least 45 days prior to 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.ar.gov/travel/welcome-gao-travel					
Describe travel expenditures and how the travel supports your program initiatives and priorities as identified on the application page 1.					
The travel planed for this fiscal year will include EMPG eligible meetings and trainings such as AZDEMA meeting and other trainings throughout the state.					

Application for Emergency Management Performance Grant

EQUIPMENT

<https://www.fema.gov/authorized-equipment-list>

PAGE FIVE

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.

NOTE: If you are purchasing small equipment that costs less than \$5,000.00 you must list the items on the Supply Category. You must also 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
12VE-00-SPEC	Vehicle- Ford F-350	No	1	\$ 51,290.00	\$ 51,290.00
			0	\$ -	\$ -
TOTAL EQUIPMENT					\$ 51,290.00
TOTAL FEDERAL					\$ 25,645.00
TOTAL NON-FEDERAL					\$ 25,645.00

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/projects that require installation are subject to a comprehensive "Environmental Historic Preservation" (EHP) review process. Please identify any equipment/project requiring:

- Construction of new facilities or additions to existing buildings;
- Modification or renovation of existing buildings or structures (cameras, generators, access controls, mounting equipment, rewiring/electrical work);
- Physical Security enhancements both interior and exterior and grounds (doors, lights, fences, bollards etc);
- Construction or modification of communication towers (adding antennas, mounting equipment or shelters);
- All activities that cause ground disturbance;
- Training/Exercise that involve ground disturbance or are not located at a designated training facility;
- Mobile equipment that involve radar/sonar technology.

You can request the EHP form from the DEMA EMPG program coordinator. Upon completion of the form submit it back to the program coordinator for review. DEMA will submit the EHP to FEMA when it is completed. Call the EMPG Program Coordinator if you have any questions regarding your project at 602-464-6268.

Does your project require hiring a contractor/vendor for installation? If yes, the project should most likely be listed in the "contractual/consultant services" category.

All equipment purchased with EMPG funding must be deployable in support of regional and national efforts with agency consent.

1. Briefly describe what equipment will be purchased;
2. Why is the equipment necessary;
3. How does the equipment support your program initiatives and priorities as identified on the application page 1;
4. Describe what funds will be utilized to sustain the equipment.

The equipment that is going to be purchased on this grant is a new vehicle for the Apache County Emergency Management Department. Apache County EM has not purchased a vehicle in over 5 years. The current vehicles have higher miles (Over 130,000 miles) and more wear and tear. It is imperative that the EM department has extremely reliable vehicles. Apache County OEM has recently purchased a mobile command trailer along with other dump trailers and we stand in need of a vehicle that has the needed towing capacity. The vehicle is going to be sustained by EMPG funds.

Apache County is requesting EMPG to pay a portion of the vehicle. Apache County EM will be paying for the remainder of the vehicle.

#1 2021 Ford F-350 Crew Cab 4x4 179" WB (Basic Package)

#2 6.7 Powerstroke Diesel We are in need of a diesel truck for more torque and longevity. A diesel will save Apache County OEM money in the long run due to gas mileage and wear and tear. The primary purpose of this truck is to be able to pull our 40- foot Mobile Command Trailer. We have contacted our Mobile Command Trailer company and they have reported that when complete (next month), our trailer will weigh 22,000 pounds. This does not include additional supplies and equipment that will be loaded and stored in the trailer such as chairs, portable generators, ice chests, drone supplies, canopies, etc. A Ford F-350 7.3L Gasoline truck is equipped to pull up to 21,200 pounds on a gooseneck, whereas a Ford F-350 6.7 Powerstroke Diesel is equipped to pull up to 35,750 pounds. Pulling our Command trailer with a gasoline truck is not safe and could potentially lead to broken suspensions, overheated transmissions, and brake failure. On the other hand, having a diesel engine will allow for safe, secure pulling of the trailer to all parts of the county.

#3 All Terrain Package (Due to the remote nature of Apache County, having an all-terrain tires on the vehicle is essential to access certain areas of the county)

#4-#6 5th Wheel /gooseneck hitch prep, Gooseneck hitch kit, 19K 5th wheel hitch kit (The mobile command trailer is a 5th wheel trailer and Apache County OEM has other gooseneck style trailers)

Application for Emergency Management Performance Grant				
SUPPLIES		PAGE SIX		
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 (daily operations, office supplies/copying paper, postage, training materials; training and/or exercise events; CERT training/exercise; community outreach, etc.). Also include small equipment such as laptops, tablets, small printers, radios and components, etc. Note: Do not bundle all supplies on one line item, 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.				
Daily Operations; Training and/or Exercise events; CERT Training/Exercise; Community Outreach. Note: Do not bundle all supplies on one line item.	ITEM DESCRIPTION	NUMBER OF ITEMS	COST PER ITEM	TOTAL COST OF ITEMS
Communications	Radios for EM Staff vehicles with P25 capability	6.00	\$ 2,000.00	\$ 12,000.00
1		0.00	\$ -	\$ -
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 SUPPLIES	\$ 12,000.00
			TOTAL FEDERAL	\$ 6,000.00
			TOTAL NON-FEDERAL	\$ 6,000.00
Briefly describe the anticipated supply requisitions and how they support the implementation of EMPG-eligible actions and activities conducted by your jurisdiction:				
1	Radios for EM Personnel are going to be purchased to assist with resilient communications. These radios will also be used during emergency events such as wildfires, evacuations, snow storms, etc...			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Application for Emergency Management Performance Grant

PROFESSIONAL CONTRACTUAL / CONSULTANT SERVICES

PAGE SEVEN

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.

Note: 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 FEDERAL	\$ -
				TOTAL NON-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.

1	
2	
3	
4	
5	
6	
7	
8	

Application for Emergency Management Performance Grant Funds				
OTHER COSTS				PAGE EIGHT
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/service, and other maintenance services, etc.				
Description of costs and/or services: If your agency has an existing maintenance agreement cost list it in this category. For a Mass Notification System please provide the specific system name and vendor, 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 or NUMBER OF MONTHS	COST PER UNIT	TOTAL COST
Everbridge- Mass Notification System to disseminate emergency notifications/information to the public and stakeholders in a timely manner	Yes	1.00	\$ 24,000.00	\$ 24,000.00
Generator Maintenance in the EOC and Call Center for redundant power.	Yes	1.00	\$ 6,560.00	\$ 6,560.00
Fuel for EMPG vehicles and staff	No	1.00	\$ 25,000.00	\$ 25,000.00
EOC Phone lines in call center for call center activation on emergency information to the public and stakeholders	No	1.00	\$ 3,000.00	\$ 3,000.00
Vehicle Maintenance such as windshield replacement, oil changes, new tires, etc...	No	1.00	\$ 1,200.00	\$ 1,201.80
BoldPlanning- A system used to house and edit plans	Yes	1.00	\$ 13,600.00	\$ 13,600.00
CERT Bags	No	25.00	\$ 75.00	\$ 1,875.00
			TOTAL OTHER	\$ 75,236.80
			TOTAL FEDERAL	\$ 37,618.40
			TOTAL NON-FEDERAL	\$ 35,829.14
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.				
Some of these costs are incurred in the daily operations on the EM department. These include cell phone usage, office phones, vehicle maintenance, and generator maintenance.				
The Everbridge cost is for the Apache County Mass Notification system. This system is used to notify the public of any emergency information. This will assist in having a more resilient communication system.				
BoldPlanning is used to manage our Emergency Operations Plan. This software account makes the EOP a living document that can be edited often.				

Application for Emergency Management Performance Grant

INDIRECT COSTS

PAGE NINE

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

X

Our jurisdiction has an approved indirect cost rate agreement with our cognizant Federal agency to charge indirect costs to this award.*

x

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.

10%

\$ 27,587.22

TOTAL INDIRECT

\$ 27,587.22

TOTAL FEDERAL

\$ 11,139.69

TOTAL NON-FEDERAL

\$ 11,318.53

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

Narrative below:

The costs that are indirectly associated with Emergency Management include the Wifi and utilities for our building. The indirect cost will pay for the use of our office phones. Also, Payroll works to separate our salaries into the correct funding codes each pay period. Lastly, personnel in the IT department work to keep our computers and printers operational through updates and other maintenance. We will be using the 10% De Minimus rate.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Emergency Management

Date/Signature: [Signature]

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

Emergency Management: Discussion and possible approval to eliminate the position of PHEP Manager (Range 46) and create the position of EM Project Coordinator to hire within the range. (Range 46).

BOS Meeting Date Requested: April 5, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County 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:

Discussion and possible approval to enter into a contract with Runbeck Election Services, INC. to obtain Ballot Printing and Mailing services, and other related services from Runbeck

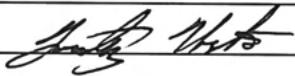
BOS Meeting Date Requested 04/05/2022

PRE-AGENDA ITEM REVIEW

Legal Review: Summited and reviewed by Michael Whiting, Joe Young

Signature _____

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Geneva L. Jackson

From: MBW <michaelbwhiting@gmail.com>
Sent: Wednesday, February 16, 2022 11:17 PM
To: Geneva L. Jackson
Cc: Joe Young; Larry Noble
Subject: [EXTERNAL]Re: FW: [EXTERNAL]Contract for review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you. Looks good. Legal OK to put on BOS agenda.

On Tue, Feb 8, 2022 at 1:40 PM Geneva L. Jackson <gjackson@co.apache.az.us> wrote:

Good Afternoon

I have attached the other information that Mr. Whiting requested. If you need any additional information, please let me know.

Thank you

Geneva Jackson

Apache County

Chief Deputy Recorder

928-337-7515

"You can't let your failures keep you from taking risks."

- Sujit Choudhry

From: Sonia Galloway <sgalloway@runbeck.net>

Sent: Thursday, February 3, 2022 10:53 AM

To: Geneva L. Jackson <gjackson@co.apache.az.us>

Cc: Sonia Galloway <sgalloway@runbeck.net>; Nancy Mancuso <nmancuso@runbeck.net>

Subject: [EXTERNAL]Contract for review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Geneva,

Thanks for taking the time to connect with us today!

As discussed, here is the bridge agreement that the other counties have used to attach to the Pinal contract.

The Pinal contract and recent extension is also included herein.

Let me know if you have any questions and when we might expect to hear back.

Thank you!

Sonia Galloway

Director of Sales, Western Region



a: 2800 S 36th St, Phoenix AZ 85034

e: sgalloway@runbeck.net

o: 480-455-1081

c: 602-509-6715

runbeck.net



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COOPERATIVE SERVICES AGREEMENT
BY AND BETWEEN APACHE COUNTY
AND RUNBECK ELECTION SERVICES, INC.

This Cooperative Services Agreement (hereinafter referred to as the "Agreement", is effective on March 1, 2022, by and between Apache County, a political subdivision of the State of Arizona (hereinafter referred to as "Apache County"), and Runbeck Election Services, Inc., 2800 S. 36th Street, Phoenix, Arizona 85034 (hereinafter referred to as "Runbeck"). Runbeck and Apache County may each be referred herein individually as a "Party" or "party," and collectively as the "Parties" or "parties."

RECITALS

WHEREAS, on July 19, 2004, Apache County entered into an Intergovernmental Agreement (hereinafter referred to as "IGA") authorizing Apache County's participation in the "Strategic Alliance for Volume Expenditures" (hereinafter referred to as "SAVE"), a Cooperative Purchasing Group comprised of public agencies within the State of Arizona; and,

WHEREAS, the IGA provides that a "Lead Public Agency" may enter into a contract for goods or services following competitive procurements with the opportunity for other SAVE participants to purchase such goods or services under terms and conditions as specified in the contracts executed by the Lead Public Agency; and,

WHEREAS, following a competitive procurement, Pinal County, Arizona, (hereinafter "Pinal County"), a SAVE participant, has entered into an agreement with Runbeck, in order to obtain Ballot Printing and Mailing services, and other related services, pursuant to Pinal County's Contract 201726RFP, and all Amendment(s) thereto (hereinafter collectively referred to as the "Pinal Contract"); and,

WHEREAS, the Pinal Contract expressly provides that the terms and conditions of the Pinal Contract may be extended for use by other municipalities and government agencies of the state; and,

WHEREAS, Apache County wishes to obtain Ballot Printing and Mailing services, and other related services from Runbeck in accordance with the terms and conditions specified in the Pinal Contract.

WHEREAS, pursuant to page 9, paragraph 14.6 of the Contract Administration and Operation of the Pinal Contract, other governmental agencies are authorized to cooperatively use the Pinal Contract, and replace Apache County as the contracting party in order to obtain the specified services from Runbeck.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Apache County and Runbeck, intending to become legally bound, agree as follows:

1. **Provision of Services.** Runbeck hereby agrees to provide Ballot Printing and Mailing services, and other related services to Apache County in accordance with the terms and conditions specified in the Pinal Contract attached hereto as Exhibit 1 and incorporated herein by reference, and as modified herein below.

2. **Term and Termination.** This Agreement shall commence on March 1, 2022, and shall continue in full force and effect until the expiration of the Pinal Contract, which currently is January 5, 2023. The Pinal Contract also has up to four optional additional one-year renewal periods, and this Agreement may be renewed or further extended in accordance with the Pinal Contract. Notwithstanding the terms specified herein, and in accordance with paragraph 1 and 2 of the Pinal Contract, it is understood and agreed that Apache County may terminate this Agreement, in whole or in part, at any time upon written notice of its intent to terminate and specifying the termination date.

Furthermore, the Pinal Contract is expressly modified as set forth below herein. Runbeck agrees to cooperate with Apache County for format, ballot stock, artwork, ink colors, envelope type and number, inserts, data, or other product as described in Exhibit 2 necessary for Apache County's specific ballot stock, notice, printing, and mailing needs, including number and frequency.

2. **County name references:** All references in the Pinal Contract to "County" and "Pinal County" shall be replaced with "Apache County" (except as to geographic and demographic informational statements specific to Pinal County), including as to all insurance and bonding provisions.

3. **Scope of Work:** The scope of work by Runbeck shall be defined as the scope of work provided in the Pinal Contract's Exhibit A, attached hereto as Exhibit 2 to this Agreement. Runbeck's scope of work as defined in Exhibit 2 are hereby incorporated into this Agreement by reference. Runbeck shall also create and populate the necessary database for the purposes of preparation and transmission of electronic communications and documents, and Runbeck shall cooperate and coordinate in good faith with Apache County regarding same.

4. **Pricing:** The pricing for this Agreement shall be defined in accordance with the price document in Pinal's Contract's Exhibit B, attached hereto as Exhibit 3.

Runbeck's pricing as defined in Exhibit 2 are hereby incorporated into this Agreement by reference.

- a. For work requested by Apache County that falls outside the scope of this Agreement, a new and separate quote will be required.
5. The following language shall supplement the Pinal Contract, and if said additions are in conflict with the existing language, the terms herein shall supersede and control:
- I. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Agreement shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Apache County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Agreement. Any changes in the governing laws, rules, and regulations that do not materially affect Runbeck's obligations under this Agreement during the Term of this Agreement will apply but will not require an Amendment.
 - II. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
 - III. **Material Change in Law or Regulation.** Any changes in the governing laws, rules, or regulations that do not materially affect the parties' obligations under this Agreement will apply but do not require an amendment. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If Runbeck and Apache County are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.
 - IV. **Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty

shall be deemed a material breach, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

- V. **Notice.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to Runbeck:

Rizwan Fidai
Vice President of Sales
Runbeck Elections Services, Inc.
2800 S. 36th St.
Phoenix, AZ 85034

If to Apache County:

Geneva Jackson Chief Deputy
Recorder 75 West Cleveland St.
Johns, AZ 85936

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

- VI. **Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.
- VII. **Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association.

VIII. **Fair Meaning.** This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

IX. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each party may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

APACHE COUNTY BOARD
OF SUPERVISORS

RUNBECK ELECTION SERVICES, INC.

Date

Date



Contract 201726RFP
Printing and Mailing of Election Material

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Runbeck Election Services, Inc., (Contractor), whose primary address is 2800 S. 36th St. Phoenix, AZ 85034.

1. **CONTRACT TERM.** The resultant contract term will commence upon contract execution, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. **CONTRACT TYPE.**

Firm-Fixed Unit Price. The unit prices are the amounts scheduled in the requested Pricing Document for complete, delivered, discrete items, including installation if applicable and so stated, each of which will be Contractor's complete and total compensation for carrying out each item covered by each unit price at the item level; and will not be subject to any adjustment on the basis of Contractor's cost experience in performing under the contract.

NOTE: An "item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

4. **PRICING**

4.1 **Most Favored Customer Pricing.**

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 **All-Inclusive Pricing.**

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.



PINAL COUNTY

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:



PINAL COUNTY

- a. Company name, address and contact name and email
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Date of service or delivery
- h. Contract Item number(s)
- i. Description of product
- j. Pricing per unit
- k. Quantity per unit
- l. Extended price
- m. Sales tax (if applicable)
- n. Total Amount Due

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

- 5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:
- a. Charges or fees not delineated in the contract.
 - b. Materials or services that have not been authorized on a purchase order.
 - c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
 - d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.



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- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.



PINAL COUNTY

11. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.
12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
13. **NO WAIVER.** Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.
14. **CONTRACT ADMINISTRATION AND OPERATION.**

- 14.1 **Notices and Correspondence.** Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Tiara Peterson	Name: Philip Johnson
Address: Pinal County Finance 31 North Pinal Street Florence, AZ 85132	Address: Runbeck Election Services, Inc. 2800 S. 36 th St. Phoenix, AZ 85034
Title: Procurement Officer	Title: Director of Sales
Email: Tiara.Peterson@Pinal.gov	Email: pjohnson@runbeck.net

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

- 14.2 **Click-Through Terms and Conditions.** If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 14.3 **Books and Records.** Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually



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require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
 - b. **Services.** The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion,



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withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

14.7 Ownership of Intellectual Property.

- a. **Rights in Work Product.** Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. **Joint Developments.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. **Pre-Existing Material.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and



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- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.
- 14.3 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 **Non-Exclusivity.** This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another



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- source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. 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, and require all subcontractors to hold the County 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. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor



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complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
 - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."
- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. If the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15. CONTRACT CHANGES.

- 15.1 Contract Amendments. The contract is issued under the authority of the County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
 - b. Revision to Procurement Officer appointment or contact information; or
 - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase 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.
- 16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.



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The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 20270413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.



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(3) Workers' Compensation and Employer's Liability.

Workers' Compensation Employer's Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

- b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:
 - (1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.
 - (2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.
- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such



receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;



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- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

16.5 Force Majeure.

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County 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, toward fulfillment of this contract.

17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:



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- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the foregoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
 - a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in

advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
 - c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
 - (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
 - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>
- 17.6 **Intellectual Property.** Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 **Compliance with Applicable Laws, Licensing and Permits.** Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 **Lobbying.** Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor



shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY'S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County 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 County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly

involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor 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. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
 - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - c. Make satisfactory progress in carrying out the work; or
 - d. Failure to conduct business in an ethical or legal manner.



Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

- 20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.
- 20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

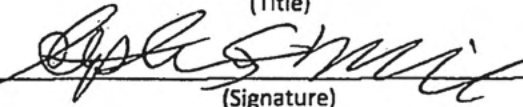
RUNBECK ELECTION SERVICES, INC.
2800 S. 36th St
Phoenix, AZ 85034

BY: Stephen Q. Miller

(Name)

Chairman

(Title)


(Signature)

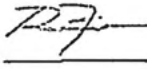
DATE: January 6, 2021

BY: Rizwan Fidai

(Name)

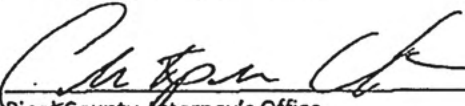
Vice President of Sales

(Title)


(Signature)

DATE: December 7, 2020

Approved as to Legal Content:


Pinal County Attorney's Office (Date)



PINAL COUNTY

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

**Contract 201726
Amendment #2**
Procurement Officer: Tiara Peterson
Tiara.Peterson@pinal.gov

Printing and Mailing of Election Material

Contractor Name: **Runbeck Election Services**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to January 5, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X 

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

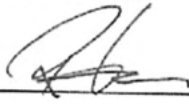
X December 15, 2021

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature: _____

 3/28/2022

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

Discussion and possible approval of a 5-Year Cooperative Agreement with U.S. Forest Service to
Enhance law enforcement services on National Forest System lands.

BOS Meeting Date Requested April 5, 2022

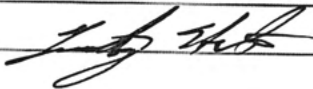
PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Jeff Soderquist

From: Guilmette, Lauren - FS <lauren.guilmette@usda.gov>
Sent: Thursday, February 10, 2022 1:14 PM
To: Jeff Soderquist
Cc: Molina, Canuto -FS; Martinez, Monica -FS
Subject: [EXTERNAL]22-LE-11030100-034 For consideration and signature (2 Signatures Required)
Attachments: 22-LE-11030100-034 for Apache signature.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings,

Here is Agreement 22-LE-11030100-034 for the 5-Year Cooperative Law Enforcement Agreement.

The document is attached for your review and signature.

If your review of the document is satisfactory have your signatory officials Chairman Ryan Patterson and Sheriff Dedman Jr. sign at the bottom of Page 8.

Please return the partially signed document directly to me at lauren.guilmette@usda.gov.

Thank you and have a wonderful day,



Lauren Guilmette
Grants Management Specialist

Forest Service
Office of Grants and Agreements,
Southwestern Region

p: 505-842-3241

f: 866-342-0713

lauren.guilmette@usda.gov

[Southwestern Region OGA SharePoint Site](#)

333 Broadway Blvd, SE
Albuquerque, NM 87114

www.fs.fed.us



Caring for the land and serving people

Helpful OGA Links:

Submit or check the status of your agreement [here](#)

Find templates, handbooks, WO direction [here](#)

Tell us how we are doing! Survey link [here](#)

FS Agreement No. 22-LE-11030100-034

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
COUNTY OF APACHE
And The
USDA, FOREST SERVICE
APACHE-SITGREAVES NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ("Agreement") is entered into by and between the County of Apache, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Apache-Sitgreaves National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws

Title: 5-Year Cooperative Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



- L. Provide access to U.S. Forest Service Law Enforcement Officers (LEOs) through the National Crime Information Center (NCIC) for information related to motor vehicle - registration, driver license information, wanted-person inquiries, investigative and criminal history information to be used for LAW ENFORCEMENT PURPOSES ONLY.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

Canuto Molina, Patrol Captain
U.S. Forest Service
Southern New Mexico Zone LEI
3005 E. Camino Del Bosque
Silver City, NM 88061
Phone: (575) 388-8269
E-Mail: canuto.molina@usda.gov

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.



B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Joseph Dedman Jr., Sheriff Mailing Address: P.O Box 518 City, State, Zip: St. Johns, AZ 85936-0518 Physical Address: 370 S Washington, City, State, Zip: Saint Johns, AZ 85936 Telephone: (928) 337-4321 FAX: (928) 337-2709 Email: jdedman@apachecountv.net	Name: Jeff Soderquist, Patrol Sergeant Mailing Address: P.O Box 518 City, State, Zip: St. Johns, AZ 85936-0518 Physical Address: 370 S Washington, City, State, Zip: Saint Johns, AZ 85936 Telephone: (928) 337-4321 FAX: (928) 337-2709 Email: jsoderquist@co.apache.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Canuto Molina, Patrol Captain Address: 3005 E. Camino Del Bosque City, State, Zip: Silver City, NM 88061 Telephone: (575) 388-8269 FAX: (575) 388-8425 Email: canuto.molina@usda.gov	Name: Paula Holguin, Program Assistant Address: 3005 E. Camino Del Bosque City, State, Zip: Silver City, NM 88061 Telephone: (575) 388-8399 FAX: (575) 388-8425 Email: paula.holguin@usda.gov

- C. The Operating Plan will be negotiated at the beginning of the project. A modification will be done on a calendar year basis or when necessary. At the end of the year, funds not spent may be carried forward to the next year, or de-obligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be de-obligated.
- D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.



3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.



When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in the Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:



1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due to the Cooperator .
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:



(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- S. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- U. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2026.
- W. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

JOSEPH DEDMAN JR., Sheriff
Apache County Sheriff's Office

Date

~~RYAN PATTERSON~~, Chairman
Apache County Commission

Date



JUDY PALMER, Forest Supervisor
U.S. Forest Service, Apache-Sitgreaves National
Forest

JAMES ALFORD
Special Agent in Charge, Southwestern Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

Monica L. Martinez
Digitally signed by Monica L. Martinez
Date: 2022.02.09 14:52:09 -07'00'

MONICA L. MARTINEZ
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours 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.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 22-LE-11030100-034
Cooperator Agreement No. _____**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT OPERATING PLAN & FINANCIAL PLAN
Between The
COUNTY OF APACHE
And the
USDA, FOREST SERVICE
APACHE-SITGREAVES NATIONAL FOREST****OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan) is hereby made and entered into by and between the County of Apache, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Apache-Sitgreaves National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #22-LE-11030100-034 executed on date of last signature. This Operating Plan is made and agreed to as of the last date signed below and is for the estimated period date of last signature and ending December 31, 2026.

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Joseph Dedman Jr., Sheriff Mailing Address: P.O Box 518 City, State, Zip: St. Johns, AZ 85936-0518 Physical Address: 370 S Washington, City, State, Zip: Saint Johns, AZ 85936 Telephone: 928-337-4321 FAX: 928-337-2709 Email: jdedman@apachecounty.net	Name: Jeff Soderquist, Patrol Sergeant Mailing Address: P.O Box 518 City, State, Zip: St. Johns, AZ 85936-0518 Physical Address: 370 S Washington, City, State, Zip: Saint Johns, AZ 85936 Telephone: 928-337-4321 FAX: 928-337-2709 Email: jsoderquist@co.apache.az.us

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Canuto Molina, Patrol Captain Address: 3005 E. Camino Del Bosque City, State, Zip: Silver City, NM, 88061 Telephone: 575-388-8269 FAX: 575-388-8425 Email: canuto.molina@usda.gov	Name: Paula Holguin, Program Assistant Address: 3005 E. Camino Del Bosque City, State, Zip: Silver City, NM 88061 Telephone: 575-388-8399 FAX: 575-388-8425 Email: paula.holguin@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at the prevailing rate depending on vehicle(s) used for patrols*

Wages (salaries + fringe benefits) will be reimbursed at the prevailing rate(s) based on current Cooperator pay plan*

*The Cooperator shall submit a current fleet/mileage rate and salary rate table to accompany the Operating Plan; and any changes to fleet/mileage or salary rate(s) shall require a written notice to the U.S. Forest Service within 30 days of official change in rate(s).

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Provide daily patrol logs for each Deputy that patrols for the U.S. Forest Service to be submitted with each reimbursement request

2. Patrol on following U.S. Forest Service roads:

Patrol all areas of the Alpine, Springerville, and Lakeside Ranger Districts on NFS lands within Apache County, with primary emphasis on the Black River and Greer areas.



3. Patrol in the following campgrounds, developed sites, or dispersed areas:

Luna Lake, Alpine Divide, West Fork and East Fork of Black River, Big Lake, Winn South Fork, Benny Creek, Hoyer, and Los Burros campground; and Alpine, Springerville, and Lakeside Ranger District Patrol recreation areas and dispersed areas on weekends, with special emphasis on the Memorial Day, Independence Day and Labor Day holiday weekends, from the period of May 1 through September 30. Patrol emphasis should be from 1300 to 2200 hours

The assigned deputy(s) will assist U.S. Forest Service Officers with other resource-related law enforcement issues on the Apache-Sitgreaves National Forest within Apache County, AZ.

Provide radio communications (dispatch) for U.S. Forest Service Law Enforcement Officers when needed. The Sheriff's Department dispatcher will be notified when law enforcement officers are in service and when they go out of service.

For official law enforcement use only, provide record of information related to motor vehicle registration, driver's license information, wanted persons inquiries, and investigative information where the U.S. Forest Service is the party of interest.

Provide suitable vehicles for assignment to deputies on patrol.

Maintain interagency communications by means of informal meetings with the Sheriff's Department, Apache-Sitgreaves National Forest Law Enforcement Officers and district personnel for the purpose of exchanging mutually benefiting information.

Provide 24-hour dispatch services for U.S. Forest Service law enforcement activities. Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon the request of the U.S. Forest Service.

Total reimbursement for this category shall not exceed the amount of total obligation (if applicable): \$7,000.00



III. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator, whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

When requested by the U.S. Forest Service, initial response to wildfires by the Cooperator will not be reimbursed for the first 24 hours of support. If during the first 24 hours of wildfire support, the Incident Commander and/or Patrol Captain requests continued support past the initial 24 hours, then a resource order will be requested and all time, including the initial response time, will be reimbursed. This 24-hour initial support time does not include travel time to and from the wildfire incident.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is



notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.

Upon request and concurrence by and between both Parties:

The County of Apache shall:

- a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. Forest Service to the address below:

Canuto Molina, Patrol Captain
U.S. Forest Service, LEI
Southern New Mexico Zone
3005 E. Camino del Bosque
Silver City, NM 88061

The Patrol Captain will review and approve the invoice and forward the invoice and supporting documentation to Incident Finance for payment.

Billing requests will include the following information:

- Cooperator Name, address, phone number and Agency Financial Contact
- Invoice or Bill Number
- Resource Order Number(s)
- Appropriate Incident Number (State Code or U.S. Forest Service P-code and Override)



- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed*

*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service shall:

- a. Relay requests to the Cooperator to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Cooperator by the U.S. Forest Service Dispatcher.
 - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Cooperator.
 - c. Reimburse the Cooperator for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B, of the current Operating Plan.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**IV. BILLING FREQUENCY:**

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Billing frequency is as follows: QUARTERLY – Final Bill shall be submitted within 30 days of the close of the calendar year.
- B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	7,000.00	N/A
Equipment	0.00	N/A
Special Enforcement Situations	0.00	N/A
Total	7,000.00	N/A

- C. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or DE obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

Submitter's Name: Apache County Sheriff's Office

Date/Signature: 3/28/2022

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

Sheriff's Office: Discussion and possible approval to implement the Sheriff's Office Deputy Training Payback Agreement and the Sheriff's Office Training Bonus Repayment Agreement.

BOS Meeting Date Requested: April 5, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Beth Bond

From: Roscoe Herrera
Sent: Monday, March 28, 2022 2:32 PM
To: Beth Bond
Subject: RE: Agenda Item Submission DoD State Plan of Operation Agreement

Yes, each item has been reviewed by the County Attorney's office.

Roscoe Herrera, Chief Deputy
ACSO
Cell: 928-551-4494

From: Beth Bond <bbond@co.apache.az.us>
Sent: Monday, March 28, 2022 2:24 PM
To: Roscoe Herrera <rherrera@co.apache.az.us>
Subject: RE: Agenda Item Submission DoD State Plan of Operation Agreement

Chief, have these items been submitted to legal for review?
Thanks.



Beth Bond
Assistant Clerk of the Board
75 W. Cleveland Street
P.O. Box 428, St Johns, AZ 85936
Phone: 928-337-7502
Monday-Thursday 6:30 a.m. -5:30 p.m.

From: Roscoe Herrera <rherrera@co.apache.az.us>
Sent: Monday, March 28, 2022 2:20 PM
To: Beth Bond <bbond@co.apache.az.us>
Subject: Agenda Item Submission DoD State Plan of Operation Agreement

Good afternoon Beth,

Attached is the agenda item review for the Department of Defense State Plan of Operation for BOS review and approval.

Thank you.

Roscoe Herrera, Chief Deputy
Apache County Sheriff's Office
370 South Washington
(PO Box 518)
St. Johns, Arizona 85936

SHERIFF'S OFFICE DEPUTY
TRAINING REPAYMENT AGREEMENT

This Training Payback Agreement is made and entered into this _____ day
of _____, 20_____, between Apache County ("County") and
_____ ("Trainee").

RECITALS

1. The County is a political subdivision organized and existing under the laws of the State of Arizona and provides law enforcement services through its Sheriff's Department.
2. Trainee has applied for a position of Deputy Sheriff with the County and has been selected for that position contingent on Trainee executing this Training Payback Agreement, among other requirements.
3. Trainee acknowledges that County will be put to considerable expense in providing training for Trainee to be certified as a law enforcement officer in the State of Arizona.
4. Trainee further acknowledges that the law enforcement training to be provided by the County and Trainee's certification as a law enforcement officer as a result of said training, will benefit Trainee's career and increase Trainee's marketability and employment prospects with other law enforcement agencies in the State of Arizona and elsewhere.
5. Trainee desires to obtain law enforcement training to be provided at the County's expense and voluntarily enters into this Training Payback Agreement.
6. Voluntary as mentioned in this agreement means an act voluntarily undertaken by the employee that results in termination of employment with the Apache County Sheriff's Office.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The County shall provide at its expense, subject to the terms of this Agreement, law enforcement training to Trainee. Such training shall meet all State of Arizona requirements for certification by AZPOST as a law enforcement officer in the State of Arizona. The County and Trainee agree that the cost of Trainee's law enforcement training (including salary paid

to Trainee during pre-academy employment, academy training, and FTO, and) will be a maximum of \$50,000 (hereinafter "cost of training").

2. Trainee agrees that should Trainee voluntarily terminate his/her employment with the County within a period of thirty-six (36) months after completion of Trainee's certification as a law enforcement officer and completion of FTO, Trainee will, on demand, reimburse the County a pro rata share of the cost of training. Trainee's pro rata share of the cost of training shall be as follows:
 - a. If Trainee voluntarily terminates his/her employment within twelve (12) months after certification and completion of FTO, Trainee agrees to reimburse the County the cost of training, reduced by an amount equal to four percent (4%) of the cost of training for each full month of employment completed with the County after certification and completion of FTO, with a maximum reduction of forty-eight percent (48%).
 - b. If Trainee voluntarily terminates his/her employment within twelve to twenty-four (12-24) months after certification and completion of FTO, Trainee agrees to reimburse the County for cost of training, reduced by forty-eight percent (48%) of the total cost of training plus an amount equal to three percent (3%) of the cost of training for each full month of employment completed with the County after twelve (12) months after certification and completion of FTO, with a maximum reduction of eighty-four percent (84%) if voluntary termination occurs within twenty-four (24) months after certification and completion of FTO.
 - c. If Trainee voluntarily terminates his/her employment within twenty-four to thirty-six (24-36) months after certification and completion of FTO, Trainee agrees to reimburse the County the cost of training, reduced by eighty-four percent (84%) of the cost of training plus an amount equal to one and one-quarter percent (1.25%) of the cost of training for each full month of employment completed with the County after twenty-four (24) months after certification and completion of FTO, with a maximum reduction of ninety-nine percent (99%) if voluntary termination occurs after twenty-four (24) months but before thirty-six (36) months after certification and completion of FTO.
3. In the event Trainee voluntarily terminates his/her employment with the County after commencement of the law enforcement training to be furnished by the County, but before Trainee is certified as a law enforcement officer, Trainee agrees to, on demand, reimburse the County

My Commission Expires:

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

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  3/28/2022

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 State Plan of Operations (SPO) with the State of Arizona to
Receive excess property from the Department of Defense for law enforcement use in counter-drug,
Counterterrorism response or disaster-related emergencies.

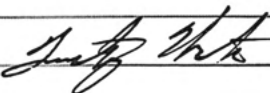
BOS Meeting Date Requested April 5, 2022

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 _____

State Plan of Operation (SPO) between:**THE STATE OF ARIZONA and the***(State/United States Territory)***Apache County Sheriff's Office***Law Enforcement Agency (LEA)*

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

A. Operational Authority

- a. The Governor of the State of Arizona has appointed Matt Van Camp as the State Coordinator in writing with a effective date of May 26th 2015 to implement this program statewide as well as conduct management and oversight of this program. The Tonto Apache Tribal Police Department provides funding / budgeting to administer this program. The LESO program is a division of the Arizona Public Safety Procurement Program or the AZPSPP.

B. Membership Fee

- a. The AZPSPP may institute a membership fee to cover administrative costs associated with managing the LESO program. The AZPSPP uses a budget year of July 1st thru June 30th as it's yearly cycle. Membership fees are due after July 1st of the current year. The AZPSPP currently has a \$250.00 per year membership fee for each participating agency. Membership fees can be paid by check to the Tonto Apache Tribal Police Department LESO Program by Mail at 30 Tonto Apache Reservation Payson, AZ 85541.
- b. The provided funding is used to support the mandates in this plan for Program Compliance Reviews (PCR'S) and customer service. This includes computer / telephone assistance and physical visits to the LEA for training.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

- a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose

of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
 - ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.
- b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S. Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.
- c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.
- d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.
- e) LESO reserves the right to recall property issued to a State/LEA at any time.
- f) General use of definitions/terms:
- i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.
 - ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.
 - iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.
- (1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program. If the LEA's policy allows for disposal of DEMIL "A" and "Q6" property by sale or auction, all funds generated by the sale of DoD acquired property will be restricted for the LEA's use only. It cannot be transferred to the General Fund of the LEA's parent Governing body's budget. DoD acquired property will be fully utilized or offered to another program participant by the LEA prior to disposal. DoD property will not be acquired to supplement the LEA's budget.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped. All usable/repairable DEMIL "A" and "Q6" property that was obtained from the LESO program will be offered to other State, Local or Federal participants of the LESO program through the State Coordinators Office prior to being disposed of per agency policy. A Photo and description of the item shall be emailed to the State Coordinators Office for dissemination to all Arizona participants of the program. After 15 days of being offered to other program participants, the LEA may follow their agencies policy for disposal.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Matt Van Camp Tonto Apache Tribal Police Department

State Point of Contact (SPOC): Larry Hall Buckeye Police Department 623-695-0418

State Point of Contact (SPOC): _____

State Point of Contact (SPOC): _____

ii) SC/SPOC Facility Information:

Physical Mailing Address: 30 Tonto Apache Reservation Payson, AZ 85541

Email: AZ1033/1122@paysonaz.us

Phone Number: CELL 928-595-4020 / 928-978-0010 Office 928-468-1050

Website: _____

Hours of Operation: Monday thru Friday 8:00 AM to 5:00PM Hours could vary based on work assignments.

iii) Funding to administer the LESO Program at the State-level is provided via:

Tonto Apache Tribal Police Department

30 Tonto Apache Reservation Payson, AZ 85541

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.
- c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.
- e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.
- f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

- i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.
- ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.
- iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
- (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
- (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
- (4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm.

Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLA 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general

property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.

In the State of Arizona, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO.

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):

1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CFR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: Arizona

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee): Joseph Dedman Jr

Title (Print): Apache County Sheriff

Full Name (Print): Joseph Dedman Jr

Signature (Sign): _____ Date (MM/DD/YYYY): 02/09/2022

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Dept.

Date/Signature: 3/28/22

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

For Consideration and possible approval entering into a project specific IGA with the Navajo Nation. to partner on specific road projects.

BOS Meeting Date Requested 4-5-22

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY").

WHEREAS, by the adoption of Resources and Development Committee Resolutions the NATION has previously approved road maintenance projects for certain public roads within Apache County and the Navajo Nation and may from time to time approve additional such projects (all such projects to be collectively referred to herein as the "PROJECTS"); and

WHEREAS, the NATION is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads, and pipelines; and

WHEREAS, the COUNTY is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the NATION and the COUNTY have previously entered into a Memorandum of Understanding dated July 14, 2021 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

WHEREAS, consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete the PROJECTS, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in road repair activity for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions,

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purpose.** The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the PROJECTS; providing project planning assistance to the Nation and the Chapters in connection with the PROJECTS; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for PROJECTS which are eligible for such activities by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION. The Statement of Work (SOW) is described in Attachment A for additional information. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION.

Unless otherwise agreed to in writing, the COUNTY shall have no responsibility for the maintenance or repair of any work done pursuant to this Agreement after the completion of a PROJECT.

- 1.1 **Initial and Additional PROJECTS.** The initial PROJECT is described in Attachment A hereto. From time to time, the parties may agree to additional PROJECTS, each such additional PROJECTS to be described in a separate Attachment to be appended to this IGA with the written approval of the authorized representatives of both parties. Any such additional PROJECT shall be governed by the terms of this IGA.
2. **Funding** For the PROJECT as described in Attachment A, the NATION has set aside up to One hundred, eighty-five thousand, three hundred dollars(\$185,300.00) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.
- 2.1 **Funding for Additional PROJECTS.** For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the Attachment describing that PROJECT.
3. **Appropriations.** The NATION warrants that the sum referenced in Section 2 above has been set aside in the Navajo Nation Road Fund and/or General Fund allocations for the purposes set forth in Section 2 and Attachment A.
4. Key Officials. The key officials for each party are as follows:

Apache County

Mr. Ferrin Crosby
Engineering Department
P.O. Box 238
St. Johns, Arizona 85936
Office: (928) 337-7528
Fax: (928) 337-2062

Navajo Nation

Mr. Garret Silversmith
Navajo Division of Transportation
P.O. Box 4620
Window Rock, Arizona 86515
Office: (505) 371-8301
Fax: (505) 371-8399

5. **Need for Materials, Supplies, Road Repair Activity and Project Planning Support.** The parties shall jointly agree on the materials and supplies required for the PROJECTS before each procurement is made. The COUNTY shall agree to the level and type of support it will provide to assist the NATION on the road repair activity. The COUNTY will provide project planning assistance and guidance in determining what materials and supplies are required. Additional project planning support may be provided by the COUNTY as requested by the NATION, but it is understood that the completion of the PROJECTS is the responsibility of the NATION and/or the Chapters which will benefit from the PROJECTS. If the COUNTY will be acting in any capacity other than that of a procurement agent in connection with a PROJECT, the NATION and/or Chapters shall provide such documentation as the COUNTY may reasonably require that the PROJECT roads are eligible for expenditures of COUNTY resources under the applicable Arizona statutes and constitutional provisions.
6. **Procurement Procedures.** Unless otherwise agreed in writing by the parties, all materials and supplies procured by the COUNTY pursuant to this IGA shall be procured in accordance with the Arizona Procurement Code and the Apache County Procurement Policy. Procurement shall include the delivery of the materials and supplies by the vendor to the site(s) where they are required.

7. **Payment to the COUNTY.**

- A. The NATION shall advance funding for each PROJECT prior to any material being ordered. For materials, supplies, equipment, and labor, the NATION shall pay the COUNTY for the actual cost and any directly related procurement expenses (newspaper ads, etc.). The COUNTY shall not charge the NATION any overhead or administrative expenses for procurement and project planning services under this IGA. If the advanced funds are not adequate to complete the PROJECT, the NATION shall advance additional funds within 30 days after receipt of a written request by the COUNTY; the COUNTY shall have no obligation to continue with any PROJECT for which adequate funding has not been received.
- B. Costs incurred before the finalization of this Agreement which are deemed reasonable, allowable, and allocable to performance of the Agreement as agreed to by the parties may be paid.
- C. The COUNTY will provide a quarterly report showing expenditures against the advance.
- D. Each quarterly report shall reference this IGA and the appropriate Attachment.
- E. The COUNTY shall provide for strict accountability of all cost of materials, supplies, equipment, and labor. Applied against the advance, shall maintain an accurate accounting of all PROJECT-related expenditures, and shall preserve such records for at least three (3) years following the final payment under this IGA. Copies of all correspondences, reports and invoices associated with this IGA shall be furnished to the NATION.

- 8. **No Surplus Funds.** Upon completion of each PROJECT and at the termination of this IGA, there shall be no surplus money on hand because all funds advanced will have been disbursed on PROJECT expenditures or returned to the NATION. The COUNTY shall refund surplus funds to the NATION 30 days after parties mutually agree a PROJECT is complete.
- 9. **Assignment.** The COUNTY shall not assign or transfer any interest in this IGA or assign any claims for reimbursement under this IGA without the prior written approval of the NATION. The COUNTY shall not assign any of its responsibilities under this IGA without the prior written approval of the NATION.
- 10. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the Apache County Board of Supervisors. This IGA shall terminate on December 31, 2032, bringing it into concurrence with the MOU timeline.
- 11. **Amendment/Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties on or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of both parties.
- 12. **Termination.** Either party may terminate this IGA, or its participation in any PROJECT, upon written notice thirty (30) prior to the effective date of termination. Upon such termination, reimbursement, not covered by the advance, shall be made for materials and supplies procured and project planning support provided prior to the date of termination. Money advanced to the COUNTY but not spent or committed shall be refunded to the NATION prior to the date of termination.

13. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.
14. **Severability** . In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.
15. **Other Terms and Conditions.**
 - A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the NATION's public roads. The COUNTY's participation in this IGA is in the spirit of cooperation, and except as expressly set forth herein, the COUNTY shall have no authority, responsibility, or liability in connection with the PROJECTS or the roads that are the subject of the PROJECTS, including road deterioration as a result of road use.
 - B. Neither the NATION nor the COUNTY waives any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the NATION, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the NATION's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies, or shall be construed to create any right of action in any third party.
 - C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.
 - D. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.
16. **Dispute Resolution Procedures.** Any dispute arising out of or relating to this IGA shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 554(J) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non- Administered Arbitration.

Notice of intent to invoke arbitration against the NATION shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act , 1 N.N.C. § 555.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION

Jonathan Nez - President

Date

APACHE COUNTY

Nelson Davis - Chairman, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.

County Attorney

Date

ATTACHMENT A

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
(N136 Lukachukai)	2021	RDCS-61-14 RDCJA-02-21	C01547.9024	\$185,300.00
Total				\$185,300.00

Scope of Work for N136 Lukachukai:

The improvement will include addressing drainage, subgrade preparation, building up the road where needed, and applying gravel and soil stabilization for up to 2.8 miles.

The County will be responsible for all engineering services but may use the allocated to fund needed engineering services.

The Navajo Division of Transportation will issue a Notice to Proceed to the County, and a Letter of Intent to the Chinle Bureau of Indian Affairs, when project is deemed ready to proceed to the next phase.

Upon completion of the road improvement, the County and Bureau of Indian Affairs will maintain the routes, unless the route is added to Navajo DOT's inventory as a school bus route.

Timeline

Road project needs to be **completed before 9/30/22**

Funding

Navajo DOT Road Funds: The allocated funds will be used to improve N136 Lukachukai by addressing the drainage, applying gravel, and soil stabilization for up to 2.8 miles. The Navajo Nation funding will not exceed \$185,300.00 which is considered a cost-share to the project.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 3/28/22

Describe in detail what you want to say to the Board and what action you want the Board to take: PERMISSION TO AWARD BID # 2022-03 FOR PURCHASE OF A USED CRUSHER FOR THE LIMESTONE PIT.

.

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 ENGINEER

**P.O. Box 238
ST. JOHNS, ARIZONA 85936**

FERRIN CROSBY, P.E.
County Engineer

Telephone: (520) 337-4364
Facsimile: (520) 337-2062

3/28/22

TO THE BOARD OF SUPERVISORS:

It is the recommendation of staff to award the bid to POWERSCREEN WESTERN LLC. They are the only on time bidder.

POWERSCREEN	\$302.385.00
--------------------	---------------------

THANK YOU,

DALE HAUSER

#2022-03 USED JAW CRUSHER

3.24.22

9:00 AM

GERALD MCCARTHY,

BRISTINA TOLANO, DALE/HANSON

Bailey Hesson

Dale Hansen

Amount

POWERSCHEN

\$302,385⁰⁰

BID NOTICE

APACHE COUNTY IS SOLICITING BIDS FOR THE PURCHASE OF A USED JAW CRUSHER. WITH UNDER 3000 HRS

- ☒ A new 28" x 44" feed opening single toggle jaw crusher powered by 275hp – 350hp diesel power unit
- ☒ Bypass chute diverts material passing through grizzly bars to under crusher conveyor
- ☒ Under crusher conveyor, impact side bars, three-ply conveyor belt, and full-length rubber Flashing
- ☒ Output potential exceeding 400 tons per hour depending on material
- ☒ Hydraulic folding heavy duty wear resistant feed hopper,
- ☒ Stepped self-cleaning vibrating pan and grizzly with under feeder screen option to bypass
- ☒ Conveyor with auto shut off load sensor
- ☒ Hydraulic Crusher setting adjustment
- ☒ Crusher access port for removing blockages
- ☒ Easy access computer control canopy with auto start facility, system diagnostics and remote umbilical
- ☒ Dust suppression system
- ☒ Hydraulic raise and lower product conveyor
- ☒ Heavy duty tracks mounted frame
- ☒ Inclined ladders with double handle and platforms to both side of power unit and one side of feeder.

PLEASE USE THE FOLLOWING LINES FOR A MODEL, SIZE DESCRIPTION OF THE BID SPECIFICATIONS:

- A: Premiertrak 400 2018 2481 hours specs attached.
- B: Has all above and extended hopper, dirt conveyor + magnet
- C: 6 month warranty

D: Serial # PIDPT40XCOM157086

E: _____

F: _____

G: _____

TERMS AND CONDITIONS FOR PURCHASE

BID PRICE \$ 285,000

SALES TAX \$ 17,385

DELIVERY PRICE \$ 0

TOTAL BID PRICE \$ 302,385

DELIVERY TIME AFTER BID AWARD Immediate

VENDOR NAME Powerscreen Western LLC

VENDOR ADDRESS 24200 N 11th Ave, Phoenix, AZ 85085

TELEPHONE NUMBER 602 772 1419 FAX 502 326 9305

AUTHORIZED SIGNATURE Gerald McCarthy

FEDERAL ID# 83-4298598

CONTACT: FERRIN CROSBY (928)337-7528, DALE HAUSER(928)337-7531

Vendor Billing ^{office} Corporate address 11901 Westport Rd
Louisville, Ky 40245

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

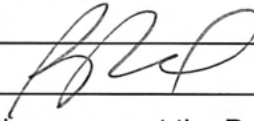
date/time stamp *

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

County Manager

Date/Signature:

3/28/22



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

Discussion and possible approval of an Intergovernmental Agreement with Arizona Counties Insurance Pool.

BOS Meeting Date Requested 4/5/22

PRE-AGENDA ITEM REVIEW

Legal Review: *Signed document*

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

FOURTH AMENDED
ARIZONA COUNTIES INSURANCE POOL
INTERGOVERNMENTAL AGREEMENT

1. Parties. The Parties to this Agreement are Arizona Counties, and other public agencies as approved by the Pool, which are signatories hereto ("Party" and/or "Parties"). The Parties enter into this Intergovernmental Agreement ("Agreement") to provide to the Parties insurance and insurance services relating to their exposures for property, fidelity, employment, employer's liability, workers' compensation, liability losses, and other losses as may be permitted by law, pursuant to A.R.S. §§ 11-952 and 11-952.01 under the name Arizona Counties Insurance Pool ("ACIP").

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

- 2.1 Arizona Revised Statutes § 11-952 provides that two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action.
- 2.2 Arizona Revised Statutes § 11-952.01(A) permits two or more public agencies to enter into contracts or agreements for the joint purchasing of insurance, including reinsurance, or to pool retention of their exposures for property, fidelity and liability losses and to provide for the payment of such property loss, fidelity loss or claim of liability made against any member of the pool, including any elected or appointed official, officer or employee covered by the pool, on a cooperative or contract basis with one another.
- 2.3 Arizona Revised Statutes § 11-952.01 (B) permits two or more public agencies to establish a workers' compensation pool to provide for the payment of workers' compensation claims pursuant to title 23, chapter 6 on a contract basis with one another.
- 2.4 The governing board of each Party has determined that it is in the Party's best interest and in the public interest that this Agreement be executed and that each Party shall participate in ACIP as set forth in this Agreement.
- 2.5 The governing board of each Party has determined that that Party should join together with the other Parties for the purposes of:
 - a. Providing coverages for:

1. property damage,
2. automobile liability,
3. workers' compensation and employer's liability,
4. general liability, including employment practices liability, public officials' liability, and law enforcement liability, and
5. automobile physical damage,

and at the option of the Board other coverages as may be permitted by law;

- b. developing effective risk management programs to reduce the amount and frequency of their losses;
- c. pooling their self-insured losses;
- d. jointly purchasing excess insurance or reinsurance; and
- e. adopting Memorandum of Coverage;
- f. providing claims services and claims administration;
- g. providing or purchasing such administrative services as the Board of ACIP determines is necessary for the appropriate administration of ACIP; and
- h. purchasing or providing other insurance or risk management services.

3. Term of Agreement. This Agreement originally became effective on July 1, 2012, upon the approval of all Parties as provided in paragraph 22, and continues in force and effect through June 30, 2022. Effective July 1, 2022, this Agreement is hereby amended to extend its term for an additional ten-year period, unless it is terminated earlier in accordance with the terms and provisions of this Agreement. This Agreement may be renewed for additional ten-year terms by mutual agreement of some or all of the Parties prior to the expiration of this term or any renewal term of this Agreement.

4. Modification of Agreement. This Agreement may be modified and/or amended by the Parties. An addendum shall be effective when approved by all the Parties. An addendum may include an agreement by the Parties to add new parties or to permit a new or existing party to participate in ACIP on terms and conditions different than those set forth in this Agreement.

5. Coverages. Coverages shall be as follows:

- 5.1 The specific exposures covered by ACIP, the procedure for making claims against ACIP, the persons or entities to be indemnified by ACIP, the limitations and exclusions on coverage,

and various other matters necessary or appropriate to the functioning of ACIP are more particularly described in the one or more Memorandum of Coverage and Bylaws which have been or shall be adopted by the Board. The terms of the Memorandum of Coverage may be amended by a majority vote of the Board from time to time; provided that all Parties shall be given at least ninety days prior written notice thereof; and provided further that the form of the Memorandum of Coverage shall be similarly amended at the same time for all Parties. The participation of a Party in any Memorandum of Coverage may be under different terms from other parties, as determined by the Party and the Board, and as defined by separate agreement.

- 5.2 The Board shall process, defend and pay all claims against the Parties which are included under the scope of the Memorandum of Coverage and as otherwise determined by the Board. The Parties shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. A list of current claims of each Party together with the status (pending) or disposition of each claim, shall be provided periodically to each Party. Each Party shall be notified as required by section 18 prior to settlement or payment of claim.
- 5.3 ACIP shall develop and implement programs for risk management and loss control and make them available to the Parties. The Parties may act cooperatively to share information and to implement programs developed by individual parties.
- 5.4 A Party is not relieved of its liability for claims against the Party incurred during the Party's participation in this Agreement, except through the payment of losses by ACIP or by the Party.

6. Participation. Based on such understandings and in furtherance of such purposes, the Parties agree to establish and participate in ACIP under the following terms and conditions:

- 6.1 Participation in this Agreement may not be terminated by any Party during the initial thirty-six months after their initial entry date except that coverage may be suspended or terminated as provided herein for nonpayment of premiums or other violations by a Party under the terms of this Agreement.
- 6.2 Participation in this Agreement may be terminated by any of the Parties, at any time after the initial thirty-six months from initial entry, effective as of the last day of ACIP's fiscal year, by written notice of termination given at least one year prior to the last day of ACIP's fiscal year.

- 6.3 Participation in this Agreement may be terminated as to any Party by two-thirds vote of the Board.

7. Termination of ACIP. ACIP shall be terminated upon the first of any of the following events to occur:

- 7.1 When all Parties but one in ACIP have ceased to participate;
- 7.2 At such time as the Board shall determine that the number of participating Parties and/or the size of ACIP is too small to adequately indemnify against the exposures specified in the Memorandum of Coverage, by a two-thirds affirmative vote of the Board.

Any termination pursuant to 7.2 above shall not be effective until the Board shall have given each participating Party at least six months written notice of such termination. Upon termination of ACIP, adequate provisions shall be made for all pending and anticipated claims against the Parties based on a sound actuarial study and as otherwise required pursuant to the provisions of A.R.S. § 11-952.01.

8. ACIP Funding. ACIP shall be funded as follows:

- 8.1 Deposit of Contribution. At such dates as may be determined by the Board, the anticipated liabilities and expenses of ACIP for the fiscal year or portion thereof shall be calculated based on use of services, loss history, and other underwriting criteria as approved by the Board. Such liabilities and expenses shall include expected losses to be covered by the Memorandum of Coverage, the cost of excess insurance and reinsurance, the costs of claims services, the cost of other administrative services, and other costs deemed appropriate by the Board. Such liabilities and expenses shall be allocated among ACIP's participating Parties based on the pro rata exposure of each Party and as otherwise determined by the Board based on each Party's utilization of resources. Each Party agrees to furnish all information requested by the ACIP as necessary to determine the relative exposure of the Parties. Each Party shall pay its deposit premium for the whole year to ACIP in cash within thirty days of such notification, or by such later date as shall be specified in the notice.

- 8.2 Assessment. If ACIP becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, each Party shall be assessed by the Board for an additional contribution. In such case the Board shall determine the cause of the insolvency, which may be an overrun in expected costs in one or more risk retention pools, or an overrun in administrative costs. The Board shall assess contributions in a manner that reflects each party's participation in the cause or causes of the insolvency, up to the limit specified in A.R.S. § 11-952.01(O). For example, if the insolvency is caused by overruns in a particular risk retention pool, then only those Parties participating in that risk retention pool shall be subject to assessment. Each such assessment, and the manner of calculating the same, shall be given to each Party in writing, and the Party shall thereafter have sixty days in which to pay such assessment. Each Party shall remain liable for such assessments, regardless of the Party's withdrawal from participation or the termination of this Agreement for liabilities of the Pool incurred during the Party's period of membership.
- 8.3 Claims Reserves. ACIP shall maintain funds adequate to pay incurred claims which shall include known incurred losses and an estimate of incurred but not reported claims as may be appropriate for pooling participation. ACIP shall also maintain contingency margins deemed appropriate by the Board.
- 8.4 Banking Relationships. ACIP may enter into financial services agreements with banks and other financial institutions and may issue checks in its own name to carry out the terms of this Agreement. ACIP may invest its monies in equity securities, mutual funds and investment funds registered with the United States Securities and Exchange Commission, debt obligations and any eligible investment permitted by A.R.S. § 35-323.
- 8.5 Distribution of Surplus. At the termination of ACIP's existence, any surplus funds in ACIP over and above those necessary to pay or reserve against the expenses and liabilities of ACIP shall be distributed among the then existing Parties that are participants in ACIP. Such distribution shall be allocated among such participants as required by law and as may be determined by the Board.

9. Workers' Compensation Provisions. The following shall apply to the provision of workers' compensation insurance only:

- 9.1 ACIP shall provide such coverages to the employees of the Parties as meet the requirements for a self-insured employer under A.R.S. § 23-961.
- 9.2 The Board from time to time may, at its discretion, distribute surplus funds, or apply surplus funds to a Party's balance in other risk retention pools, based upon an experience formula as may be approved by the Board. Any experience formula shall be approved by a two-thirds vote of the Board.
- 9.3 Suspension. In the event any Party shall fail to make its contribution as specified herein, or shall fail to comply with any of the other terms of this Agreement, or the membership conditions as set forth in the Bylaws, the Board may, if such default is not cured within ten days' written notice to the Party, suspend the Party's coverage under this Agreement for a period of up to eighty days without further notice or action. The notice of default shall advise the Party that if the default is not cured within the ten-day period, termination of the Agreement may occur ninety days after the notice of default. During such eighty-day suspension period, the Board shall determine if suspension shall be made permanent, in which case the Agreement shall be deemed terminated effective as of the ninety days following from the written notice of default, or the circumstances, if any, under which the Party's participation in ACIP and the effectiveness of this Agreement may be restored. Should the Party be permanently suspended and this Agreement terminated, the Party shall forfeit all rights to any distribution of ACIP surpluses or property upon the termination of ACIP. Regardless of such termination, however, the Party's liability for assessments under Section 8 above shall be unaffected.

10. Effect of Withdrawal or Expulsion. The withdrawal or expulsion of any Party after its inception in ACIP will not terminate its responsibility:

- 10.1 to cooperate fully with ACIP in determining the cause of losses and the settlement of claims as described in the Memorandum of Coverage;
- 10.2 to pay any premium assessments determined by the Board to be due and payable for each year of participation;
- 10.3 to provide the Executive Director with such statistical and loss experience data as may be necessary for the Executive Director to carry out this Agreement; and

- 10.4 to cooperate with the Board and assist the Executive Director and any insurer, common claims adjuster or legal counsel retained by ACIP, in all matters relating to this Agreement.
- 10.5 to pay all expenses of claims administration, administrative expense and other costs incurred in administering claims run off or the purchase of tail coverage; and
- 10.6 to pay any other expenses incurred by ACIP due to reductions in force or other employee or contract expenses incurred by the departure of the particular Party and particular to that Party.

11. Board of Trustees. ACIP shall be administered by a Board of Trustees consisting of at least five persons who are elected officials or employees of the Parties. Each Party shall appoint a Board member if there are at least five Parties signatory hereto. If there are less than five Parties signatory hereto, each Party shall appoint two Board members. Each Party must designate its Board member in writing. Each Board member shall be entitled to one vote in all matters that come before the Board. In the event that a Trustee is removed, resigns or ceases to be employee of the designating Party, the position shall be deemed vacant and a new Trustee shall be designated by the Party.

12. Loss Control. ACIP may, with the approval of the Board, establish Loss Control Programs to be adopted and implemented by the Parties. The Executive Director may issue periodic loss-control recommendations to assist in control of identified risks. ACIP may, in its discretion, make services available to the Parties to assist in the implementation of a Loss Control Program or loss-control recommendations. The Parties agree that they will cooperate in the implementation of any and all loss-control recommendations and Loss Control Programs. Should any Party disagree with a loss-control recommendation issued by the Executive Director, that Party may request that the Board review the recommendation at its next scheduled meeting. A decision by the Board shall be final and binding on all Parties. Failure by a Party to comply with a directive by the Board may be subject to suspension pursuant to Section 10 of this Agreement.

13. Duties of the Board of Trustees. The Board shall:

- 13.1 Establish the terms and conditions of coverage within ACIP, including exclusions of coverage;
- 13.2 Ensure that all claims covered by the Memorandum of Coverage for which each member incurs liability during the Party's period of membership are paid promptly;
- 13.3 Take all necessary precautions to safeguard the assets of ACIP;
- 13.4 Maintain minutes of its meetings;
- 13.5 Designate an Executive Director to carry out the policies established by the Board and this Agreement and provide day-to-day management of ACIP and delineate in the written

minutes of its meetings the areas of authority delegated to the Executive Director; and

13.6 Notify the Director of the of Department of Insurance and Financial Affairs and the Director of the Industrial Commission of the existence of the Pool and file with both a copy of this Agreement.

13.7 In accordance with A.R.S. § 11-952.01(J), the Board shall not:

- a. Extend credit to a Party for payment of a premium, except pursuant to payment plans established by the Board; and
- b. Borrow any monies from ACIP or in the name of ACIP except in the ordinary course of business.

14. Powers of the Board of Trustees. The Board may:

- 14.1 Establish offices where necessary in the State of Arizona and employ necessary staff to carry out the purposes of ACIP;
- 14.2 Retain legal counsel, actuaries, auditors, engineers, private consultants, claims adjustors and advisors;
- 14.3 Make and alter Bylaws and rules pertaining to the exercise of its purpose and powers;
- 14.4 Purchase, lease or rent real or personal property as the Board deems necessary;
- 14.5 Enter into financial services agreements with banks and issue checks in its own name as provided in paragraph 8.5 above; and
- 14.6 Perform claims administration services and defend and settle claims; and
- 14.7 Perform such other matters and enter into other contracts as may be necessary to carry out this Agreement.

15. Inspection and Audit. ACIP and its representatives shall be permitted, but shall not be obligated, to inspect each Party's properties and operations at any time. Neither ACIP's right to make inspections nor the making thereof shall constitute an undertaking, on behalf of or for the benefit of the Party or others to determine or warrant that such property or operations are safe and are comply with any applicable law, rule, or regulation.

15.1 ACIP may examine and audit a Party's books and records at any time during the period the Agreement is in effect, and during any extensions hereof, and within three years after the final

termination of this Agreement, insofar as said books-and records may relate to the subject matter of this Agreement.

- 15.2 ACIP shall be audited annually at the expense of ACIP by a certificated public accountant, and a copy of the report shall be submitted to the governing boards of the Parties and to the Director of the Department of Insurance and Financial Affairs and/or the Industrial Commission when required. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of ACIP including an estimate of the incurred but not reported claims. ACIP shall also pay the cost of any examination of ACIP and its reserves by the Director of Insurance as permitted by A.R.S. § 11-952.01(F).

16. Bylaws and Rules of Operation. The Board may make bylaws and rules pertaining to the exercise of its purpose and powers. The current ACIP Bylaws shall continue in full force and effect under this Agreement provided that the Board may, from time to time, propose revisions to said Bylaws, which shall become effective only upon approval by a two-thirds majority of all members of the Board. The Board may also from time to time adopt, by majority vote, policies, rules, and procedures for the administration and operation of ACIP so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provision of the Bylaws, policies, rules or procedures shall be inconsistent with the terms of this Agreement.

17. Objection to Payment of Claims.

- 17.1 Any Party may object to a decision by the Board to resolve a claim on behalf of that Party. An objection must be filed within ten days after notice to the Party of the Board's intention to pay a claim, and must be authorized by the Objecting Party's risk manager or county manager. The objection shall state specific reasons why the Objecting Party contends that the claim should not be resolved in the manner proposed by the Board. The Board will schedule a meeting during which formal action will be taken upon the objection and shall provide written notice to the Objecting Party including the date, time and location of the meeting. Upon conclusion of the meeting, the Board shall provide notice of its decision to the Objecting Party.
- 17.2 Should the Board's decision be adverse to the result sought by the Objecting Party, the Objecting Party shall provide written notice to the Board stating whether or not the Objecting Party intends to assume control of the litigation. If the Objecting Party assumes control of the litigation, ACIP shall reimburse the Objecting Party for all costs of defense, settlement, or judgment actually incurred by the Objecting Party, up to the amount which ACIP initially determined was necessary to resolve the

claim, reduced by expenses incurred by ACIP. The Objecting Party shall be responsible for all other costs and expenses associated with the defense and satisfaction of the claim. If upon notice of the Board's decision, the Objecting Party elects not to assume the control of the litigation, ACIP will retain all control and responsibility for the defense of the claim and liability for the litigation including, but not limited to, final resolution of the claim.

17.3 The Board shall have the right to pay any claim which does not exceed Fifty Thousand Dollars (\$50,000.00) without providing notice of intent to pay the claim, unless the Party has filed a written request for notice of intent to pay the claim prior to payment. The authority of the Board and the Executive Director to settle and pay claims may be defined to a greater extent in the Bylaws. Each participant in this Agreement thereby appoints the Executive Director of ACIP as its attorney in fact with full authority to settle claims within the authority provided by this Agreement, by the Bylaws, by the Memorandum of Coverage, or by the Board.

17.4 All Parties to this Agreement are entitled to any and all information concerning claims made against them. Claims information shall be treated as confidential to the greatest extent which the law will allow.

18. Prosecution and Defense of Lawsuits. In the event any claim, suit, action or legal or administrative proceeding is brought against the ACIP, the Board of Trustees, one or more Trustees of ACIP, in connection with any matter arising out of the administration of ACIP or in connection with this Agreement or in connection with any act or omission of the Board of Trustees or one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including, but not limited to, a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to ACIP, the Trustees shall have the power and authority to employ counsel to represent them in any such suit, action or proceeding. Expenses, including counsel fees and other costs shall be paid by ACIP as long as the Trustees have acted in good faith and not with gross negligence, bad faith or willful misconduct, it being the intent to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not grossly negligent, deliberate or willful violations of the duties of the Trustees. In addition, the Trustees shall have the right to commence and prosecute such suits, actions or proceedings as they may determine are necessary and proper in order to protect the interests of ACIP, and, in this connection, the Trustees shall have the same rights and entitlement to reimbursement for costs and expenses as heretofore described for the defense of lawsuits.

19. Place of Business. ACIP shall establish a principal place of business within Arizona and shall notify all participants of such location. Currently, the Principal Place of Business of ACIP is 1905 W. Washington St., Suite 200, Phoenix, Az., 85009.

20. Conformity with Law. In the event any term or provision of this Agreement shall be in conflict with the laws and statutes of the State of Arizona as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

21. Fiscal Year. The fiscal year shall begin on July 1 of each year and end of June 30 of each year.

22. Authorizing Action. This Agreement shall become effective upon its effective date as set forth in paragraph 3 of this Agreement and only upon the execution and delivery of this Agreement by an authorized representative of each Party on behalf of the Party and approved by the Party's County Attorney as to form.

23. Liability.

23.1 Parties. No Party shall, by reason of this Agreement, have any liability for claims brought by third Parties against any other Party other than the obligation to contribute certain funds to ACIP as expressly provided herein. The liability for any claim against a Party shall remain the sole and exclusive liability of the Party; the obligation of ACIP is to indemnify that Party against such loss as provided in the Memorandum of Coverage to the extent and under the conditions contained therein.

23.2 Responsibilities and Liabilities of Trustees. The Trustees shall only be responsible for monies when and if said monies are received in accordance with the provisions of this Agreement. Should the Trustees select or provide for any policy or program of self-funding, no claims for benefits or claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claims representatives, actuaries or other officials charged with the administration of such a program of self-funding. The Trustees shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies received in hand by them for execution and administration of the terms of this Agreement and ACIP. The Trustees shall not be responsible for the actions or omissions of their Co-Trustees or successors, nor for the acts or omissions of other agents, or for any of the acts or omissions of any insurance company or its agents, servants or representatives, including but not limited to non-payment of claims by an insurance company or companies for any reason. No Trustee or Successor Trustee shall be entitled to any indemnifications of court costs or attorneys' fees from any liability arising from his/her own willful misconduct, bad faith or gross negligence. To the extent that their actions do not constitute willful misconduct, bad faith or gross negligence, Trustees shall

not be liable for actions taken on advice of counsel for ACIP.

23.3 Successors' Liability. No successor Trustee shall be liable or responsible for any acts or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by acts or omissions prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of ACIP. A Successor Trustee is responsible solely for his/her actions.

24. Recording. This Agreement shall be recorded with the County Recorder's Office for any county in which a Participating Entity operates.

25. Replaced and Superseded Agreements. This Fourth Amended Intergovernmental Agreement replaces and supersedes the Original Intergovernmental Agreement between the Parties and all previous amendments and the Parties Intergovernmental Agreement for a Workers' Compensation Pool filed with the Secretary of State on July 13, 1994 and renewed on June 30, 2004.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF _____

COUNTY OF _____

By: _____
Its: _____
Date: _____

By: _____
Chairman of the Board

APPROVAL: This Agreement is in proper form and it is within the power and authority granted under the laws of the State of Arizona to the Board of Supervisors of Apache County.

Date: _____

Witness: _____



Deputy County Attorney

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature: 3/23/2022

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

County Attorney: Discussion and possible approval to accept \$40,612.20 in funding from the Arizona Criminal Justice Commission as an extension of the FY20 Arizona Coronavirus Emergency Supplemental Funding Program, and will be utilized to implement the technology needs of the victim compensation program. There are no matching fund requirements.

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



Arizona Criminal Justice Commission

March 21, 2022

Chairperson
STEVE STAHL
Law Enforcement Leader

Vice-Chairperson
SHEILA POLK
Yavapai County Attorney

ALLISTER ADEL
Maricopa County Attorney

JEAN BISHOP
Mohave County Supervisor

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

LAURA CONOVER
Pima County Attorney

JEFF GLOVER
Tempe Chief of Police

MINA MENDEZ
Board of Executive Clemency

CHRIS NANOS
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

KARA RILEY
Oro Valley Chief of Police

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections,
Rehabilitation, and Reentry

HESTON SILBERT, Director
Department of Public Safety

VACANT
Former Judge

VACANT
County Sheriff

VACANT
Chief of Police

VACANT
Mayor

Executive Director
Andrew T. LeFevre

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

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

RE: Arizona Coronavirus Emergency Supplemental Funding Program Grant (ACESF-21-001) Additional Funding and Extension Notice

Dear Apache County Attorney Whiting,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency has been approved for additional funding in the amount of \$40,612.20 under the FY20 Arizona Coronavirus Emergency Supplemental Funding Program. The funding must be utilized to implement the technology needs of the victim compensation program.

Award Details:

Project Performance Period End Date: 01/31/2023

Award Amount: \$40,612.20

Approved line items:

Microsoft Surface Dock
Microsoft Surface Laptop Studio
Microsoft Surface Pro 7 12.3 Inch Touchscreen
Microsoft Surface Go 3 10.5 inch touchscreen
Logitech c922x pro stream webcam
Logitech mk735 wireless keyboard and mouse combo
Fujitsu scansnap ix1400
Sony WH-1000xm4 wireless headphones
Portable Monitor- Lepow
Philips Brilliance 279P1 monitor

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

Reporting: Activity and financial reports are required for this grant, and the reporting schedules are contained in the original grant agreement. Financial Reporting can be accessed at <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F>.

If you have any questions regarding this request, or if we may be of further assistance, please contact me at 602-364-1155 or email tvidale@azcjc.gov.

Anthony Vidale, Deputy Director
Drug, Gang and Violent Crime Control Program

cc: grant file



Arizona Criminal Justice Commission

Chairperson
SHEILA POLK
Yavapai County Attorney

Vice-Chairperson
STEVE STAHL, Chief
Law Enforcement Leader
City of Maricopa Police Department

ALLISTER ADEL
Maricopa County Attorney

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

HESTON SILBERT, Director
Department of Public Safety

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Former Judge

VACANT
Sheriff

VACANT
Chief

VACANT
Chief

VACANT
Chief

Executive Director
Andrew T. LeFevre

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

June 8, 2020

Michael Whiting
Apache County Attorney's Office
PO Box 637, 245 W 1ST Street
St. Johns, AZ 85936

Re: FY20 Arizona Coronavirus Emergency Supplemental Funding (ACESF) Program, Grant Award #ACESF-21-001

Dear Apache County Attorney Whiting,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2020 Arizona Coronavirus Emergency Supplemental Funding Program.

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

Grant Agreement and Other Required Documents: Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

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

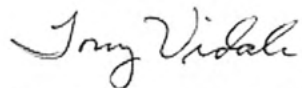
Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://acjc.azcjc.gov/GMS3/Login.aspx>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F>.

Office of Civil Rights Requirements: Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office

of Civil Rights, Office of Justice Programs. Link to helpful EEOP information:
<https://ojp.gov/about/offices/ocr.htm>

If you have any questions, please contact Simone Courter at scourter@azcjc.gov or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

A handwritten signature in cursive script that reads "Tony Vidale".

Tony Vidale, Deputy Director
Arizona Criminal Justice Commission

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

date/time stamp

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

County Manager

Date/Signature: _____

3/28/22 [Signature]

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

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

- The Eastern Arizona Counties Organization meeting on April 20, 2022, at 3:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on April 20, 2022, at 5:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on April 21, 2022 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested 4/5/22

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/23/22 [Signature]

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

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 4/5/22

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

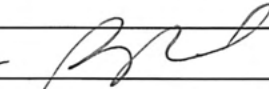
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

3/28/22 

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

Work session on the Apache County Redistricting boundaries

BOS Meeting Date Requested 4/5/22

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