



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Travis Simshauser
Vice Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
APACHE COUNTY LIBRARY DISTRICT,
THE APACHE COUNTY FLOOD CONTROL DISTRICT
AND THE APACHE COUNTY JAIL DISTRICT**

November 5, 2019

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

Pledge of Allegiance.
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
November 5, 2019**

1. Discussion and possible approval to close District libraries early on Christmas Eve, Tuesday, December 24th and New Years Eve, Tuesday, December 31st due to low demand for library services on these evenings before holidays.

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

1. Discussion and possible approval to allocate funds to the Town of Eagar in the amount of \$22,500 to cover expenses for surveying engineering and application of FEMA hazard mitigation assistance grant.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
November 5, 2019**

1. Discussion and possible approval to enter into a contract to house Tohono O'odham Nation inmates in the Apache County Jail.
2. Discussion and possible approval to extend the contract with Trinity Services for an additional year to provide inmate meals at the jail.
3. Discussion and possible approval to convert a Detention Officer I position (Range 31) to a Detention Officer III position (Range 35). This change will cost approximately \$3,567.

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

1. District III, Malena Bazaruto: Public Hearing to gather citizen input regarding the use of FY20 Community Development Block Grant (CDBG) funds for Apache County.
2. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 1, 2019 to November 5, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

*B. Request approval of minutes dated October 1, 2019 and October 24, 2019.

Election Department:

*C. Election Department: Discussion and possible approval, based on the recommendation of the Democratic Party County Chairman, Steven C. Begay, determine vacancies exist in the office of precinct committeeman and appoint Maggie Murphy for the Houck Precinct.

*D. Election Department: Discussion and possible approval, based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint Eva Ulibarri Marie to the Flat Top Precinct.

Community Development:

*E. Request approval of a Conditional Use Permit allowing Gregg Levendoski to grow, harvest and process HEMP on his 40-acre parcel. Property is located between St. Johns and Sanders in Witch Wells Ranches Subdivision Unit 5, #25 County Road N7200. A.P.N. 205-26-039. The Planning & Zoning Commission unanimously recommended approval October 3, 2019 with conditions.

*F. Request approval of a Conditional Use Permit allowing Justine Plant to place a 1996 manufactured home on a 25.73-acre parcel as a guest house. Property is owned by her grandparents, Keith & Patsy Plant and her Father, Leon Plant. Property is located off Highway 180A in Hunt, AZ. A.P.N. 204-07-007D. The Planning & Zoning Commission unanimously recommended approval October 3, 2019 with conditions.

3. Superior Court: Discussion and possible approval to hire Brittany McNeil as an Automation and Field Training Director with a starting salary of \$42,500 with an effective date of October 28, 2019.

4. Treasurer's Office: Discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total tax to be abated: \$490.32, total interest to be abated: \$469.49, Total fees to be abated 00.00 for a total of \$959.81
A list of parcels included in the abatement are available in the Treasurer's Office or in the agenda backup material on the County website.

5. Engineering Department: Discussion and possible approval to enter into an Intergovernmental Agreement with Pinal County for Apache County Road Department employees to participate in the 28th Annual Safety Roadeo.

6. Communications Department: Discussion and possible approval to enter into a Non-disclosure Agreement with E. F. Johnson Company for the purpose of evaluating new Kenwood VHF repeaters for deployment in Apache County.

7. Emergency Management: Discussion and possible approval of a State Homeland Security Grant Program (Agreement #EMW-2019-SS-00002-S01) in the amount of \$24,660 to purchase firewalls for additional cyber-security.
8. Sheriff's Office: Discussion and possible approval to accept two grants from the Governor's Office of Highway Safety; 1.) in the amount of \$5,200 for DUI enforcement overtime, materials and supplies and 2.) in the amount of \$6,000 from Selective Traffic Enforcement (STEP) for overtime. Both grants require no matching funds and will be used to purchase materials and supplies needed to perform DUI Enforcement and pay Apache County Sheriff's Office deputies' overtime to patrol the county roads and highways, providing additional patrol at minimal cost to the county.
9. Sheriff's Office: Discussion and possible approval to enter into a Cooperative Agreement for public safety related to the collection and sharing of information within the Northeastern Arizona 911 User's Association area to assist during emergency events and to develop a partnership focused on preparing for and responding to emergencies. This Cooperative Agreement will allow the Northeastern Arizona 911 User's Association to continue to pay for our 911 emergency telephone lines, with an average monthly cost of approximately \$2,100.
10. Sheriff's Office: Discussion and possible approval to accept the donation of four PVS-7 night vision goggles from Apache Industries LLC in Springerville, AZ.
11. County Attorney's Office: Discussion and possible approval/ratification of a contract between the Apache County and the City of St. Johns for use of a storage facility.
12. Discussion and possible approval to convert two vacant Attorney I positions to two Attorney II positions and hire Celeste Robertson at the starting salary of \$73,116 based on her 7 years of intermittent employment with the County Attorney's Office. This amount has been budgeted for fiscal year 2020.
13. Discussion and possible approval to promote Tyron Jensen from an Attorney I to an Attorney II with a corresponding salary of \$73,116. This amount has been budgeted for in 2020.
14. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
 - Eastern Arizona Counties Organization meeting on November 13, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - The Small Counties Forum meeting on November 13, 2019 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - The County Supervisors Association meeting on November 14, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

15. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 31st day of October 2019 @ 1:00 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, SueAn Stradling-Collins

Date/Signature: Heather Stradling-Collins

10-28-2019

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 close District libraries early on Christmas Eve, Tuesday, December 24th and New Year's Eve, Tuesday, December 31st due to low demand for library services on these evenings before holidays.

BOS Meeting Date Requested: **November 5, 2019**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Library District
Agenda Item for Board Meeting of November 5, 2019

Discussion and possible approval to close District libraries early on Christmas Eve, Tuesday, December 24th and New Year's Eve, Tuesday, December 31st due to low demand for library services on these evenings before holidays.

All libraries would close at 4:00 P.M. on the eve of these holidays. This would be one hour early for Alpine, two hours early for Concho and Sanders, and three hours early for Round Valley, St. Johns, and Vernon Libraries. (Greer Library is on winter hours and is not open during the week.)

All libraries will resume regular hours on the Thursday following Christmas and New Year.

Employees understand that they must take vacation or personal time for these hours.

Pros

- It is not cost effective to have the libraries open on these days as the patronage does not justify the cost of electricity, heating, etc.
- Allows employees to spend holiday time with family and friends, possibly even allow for travel.
- Especially on New Year's Eve, this closure will allow employees to be off the roads before celebrating by others begins (safety issue).
- Wi-Fi is still available outside the library buildings.
- Access to library's digital resources are still available.

Cons

- Access to the library's physical services are not available.

SueAn Stradling-Collins

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, October 28, 2019 12:36 PM
To: SueAn Stradling-Collins
Subject: RE: Christmas and New Year early closures Library

I don't see any issues.

From: SueAn Stradling-Collins [mailto:scollins@co.apache.az.us]
Sent: Thursday, October 24, 2019 3:56 PM
To: Joe Young <JYoung@apachelaw.net>
Subject: Christmas and New Year early closures Library
Importance: High

Joe,

Do you see any issues with closing a few hours early on Christmas and New Year's Eves? Please let me know. Thank you.

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

928-337-4923
Fax 928-337-3960



Apache County Library District: Where communities are the heart of our libraries.

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

date/time stamp

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

Flood Control District

Date/Signature: Yvette Greer 10-28-19

Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval to allocate funds to the town of Eagar in the amount of \$22,500 to cover expenses for surveying, engineering and application of a FEMA hazard mitigation assistance grant.

BOS Meeting Date Requested 11/05/2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Mr. J. Ferrin Crosby, P.E.

October 17th, 2019

County Engineer
Apache County Flood Control District
75 S. Cleveland
St. Johns, Arizona 85936

Re: Request for County Assistance, Town of Eagar "Robertson Hollow" Flood Control Project

Dear Mr. Crosby:

The Town of Eagar appreciates the efforts of Apache County Engineering, and the County Flood Control District, in support of construction projects designed to mitigate flood hazard in our community. Because of the County's support in providing the Town with "seed" money that is used to prepare thorough, competitive grant applications, the Town has completed multiple projects, coordinating with your office, that have been federally funded through the FEMA Hazard Mitigation Assistance Grants program. Using Town Public Works assets and personnel for construction purposes, the federal dollars, in excess of over \$1.4M to date, has helped improved safety in our community, provided much-needed relief from flood hazards, and has cycled those funds through the local economy. For each dollar funded to Eagar for its flood control projects, it has been estimated that returns of over 267 times the seed funds have returned to our Region. This is accomplished through removing homes and businesses from the floodplain, reducing flood hazard, protecting vital infrastructure, savings in flood insurance premiums, and clearing the way for economic growth and development.

This year, the Town submitted a Notice of Intent to DEMA, and recently learned that the Roberson Hollow Flood Control Project was rated the number one FMA Grant project by the State, clearing the way for the project to move into full grant application. We intend, if allowed by DEMA, to also submit this project under the FEMA PDM grant funding program.

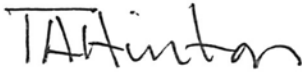
The Town respectfully requests that the Flood Control Board consider and approve the Town's request to provide additional "seed" money in the amount of \$22,500, to be used in the submission of the Robertson Hollow Flood Control Project to FEMA, including technical backup to the grant in such areas as preliminary survey, hydraulics, hydrology, and concept design drawings. Including this level of technical detail improves the quality of the grant, thereby making the project more competitive during the national selection process. Even if not selected for federal funding, the technical backup and plans are a necessary part of the pre-construction process. The Town has a team possessing the technical, administrative, and construction experience to successfully implement the project, if awarded, thereby ensuring effective use of the Flood Control Funds, if awarded by the Board.

TOWN OF EAGAR

PO Box 1300* Eagar, AZ 85925-1300* (928) 333-4128* 22 West 2nd St.

Thank you again for your continued support and partnering in the Town's efforts to mitigate flood hazards. As always, please don't hesitate to contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Hinton". The signature is fluid and cursive, with a horizontal line above the first few letters.

Terry Hinton
Town Manager

th/RCT

TOWN OF EAGAR

PO Box 1300* Eagar, AZ 85925-1300* (928) 333-4128* 22 West 2nd St.

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

date/time stamp

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

Chief Deputy Brannon Eagar/ Commander Michael Cirivello-Jail District

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take: The Jail district would like to enter into a contract to house Tohono O' Odom Nation inmates.

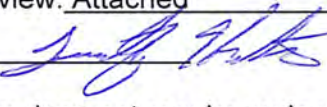
BOS Meeting Date Requested 11-05-2019

PRE-AGENDA ITEM REVIEW

Legal Review: Attached

Check if item does not require review 

Finance Review: Attached


Check if item does not require review _____

Human Resources Review: N/A

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 _____

AGREEMENT FOR THE HOUSING OF INMATES OF THE TOHONO O'ODHAM NATION BY THE APACHE COUNTY SHERIFF'S OFFICE

This Agreement for the Housing of Inmates from the Tohono O'odham Nation is entered into and between the Tohono O'odham Nation (hereinafter "T.O.N.", a duly organized Tribe located within the State of Arizona, and Apache County, a duly organized county and political subdivision of the State of Arizona (hereinafter "Apache County"). Each of the separate entities of the T.O.N. and Apache County may be referred to herein as "Party", and collectively may be referred to as the "Parties").

WITNESSETH

WHEREAS, the Apache County Sheriff's Office oversees and operates the Apache County Adult Detention Facility, for the housing of individuals that have been incarcerated or sentenced to a secured detention facility; and

WHEREAS, Apache County has space available to contract out to other governmental agencies; and

WHEREAS, the T.O.N. is a recognized Tribe located within the State of Arizona, having the power to enter into contracts, and has a need to obtain secure detention space for adults arrested and/or detained pursuant to lawful process hereinafter called "inmates."

NOW THEREFORE, Apache County and the Tohono O'odham Nation for consideration and the mutual promises and agreements contained herein, the Parties agree as follows:

I. TERM:

This agreement shall be effective as September 12, 2019 to September 30, 2020 and shall automatically renew for three additional one-year terms unless either party terminates the agreement with a thirty day written notice to the other party.

II. INMATES DEFINITION:

An Inmate of the Tohono O'odham Nation for the purposes of this agreement is:

- a. A person under the jurisdiction of the Tohono O'odham Nation that is arrested or detained, or
- b. A person under the jurisdiction of the Tohono O'odham Nation who has been sentenced to a secure detention facility.

III. ACCEPTANCE GUIDELINES:

- a) Apache County shall accept the T.O.N. Inmates on a space available basis. Available space shall be determined in the sole discretion of the Apache County Sheriff's Office.

- b) It is mutually agreed and understood that, Apache County will provide up to twenty-five (25) spaces for T.O.N. Inmates (20 male and 5 female) that have already been sentenced by T.O.N. Courts.
- c) It is mutually agreed that Apache County, through the Apache County Sheriff's Office, retains the right to refuse to accept any Inmate who appears to be physically injured or suffering from any form of physical or mental illness; for lack of documentation regarding the inmate, and/or for the other sufficient causes.
- d) It is also agreed that in accordance with all applicable Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the Apache County Jail Facility. The Apache County Sheriff's Office will review all Tohono O'odham Nation arrest warrants, judicial sentencing and medical documents and will have the right of refusal of inmates referred by the T.O.N.; and the right to return any inmate accepted.

IV. TRANSPORTATION AND COMPENSATION:

Apache County will assist with transportation to and from the Apache County Adult Detention Facility. The Inmates will be transported by Apache County during times and days that are most convenient for Apache County based on available staff and vehicles and shall be at the sole discretion of the Apache County Sheriff's Office. Apache County will notify T.O.N. when an Inmate is transported from the Apache County Adult Detention Facility to appropriate medical services.

V. MEDICAL CARE:

- a) A brief medical history along with any prescribed medication will accompany each Inmate that is being transported into the Apache County Adult Detention Facility.
- b) Apache County agrees to absorb the cost of routine medical expenses up to a maximum of \$25.00 a month per inmate. This includes, but not limited to, routine medical care, non-prescription medications, and treatment of minor medical conditions which may arise during incarceration. T.O.N. agrees to reimburse for any and all non-routine medical care and any routine medical expenses above the 25.00 per month allowance. All prescription medications needed for pre-diagnosed illnesses or for illnesses diagnosed while inmates are incarcerated at Apache County such as AIDS, hepatitis, mental health, etc. shall be the sole responsibility of the T.O.N..
- c) Any emergency medical care provided to a T.O.N. inmate shall be the sole responsibility of the T.O.N., and such services shall be billed directly to the Tohono O'odham Nation. Apache County is not responsible for any medical expenses associated or attributed to a T.O.N. Inmate. The Tohono O'odham

Nation will be notified as soon as possible of the need to access emergency medical services.

VI. OPERATIONAL GUIDELINES:

- a) It is agreed, once in the custody of the Apache County Sheriff's Office, Apache County shall have complete and total authority over the administration, security, health, safety and well-being of all Inmates housed.
- b) Apache County agrees that the release of Inmate(s) shall be made by the Apache County Sheriff's Office only pursuant to a Written Order of the Tohono O'odham Nation Tribal Court.
- c) The Parties agree that, if there is any incident at the Apache County Adult Detention Facility, or while an Inmate is in transit too or from the Apache County Adult Detention Facility involving an inmate from the T.O.N. which requires an investigation, such incident shall be referred to the local law enforcement agency for investigation and a report made to both the T.O.N. and Apache County Sheriff's Office.

VII. COST/RATE:

- a) In consideration of the service of housing Inmates from the T.O.N., the following amount shall be paid to the Apache County Sheriff's Office at a general detention rate of fifty-eight dollars (\$58.00) per day, per Inmate, based on a twenty-four (24) hour period.
- b) In addition to the above cost, the T.O.N. shall reimburse Apache County for all medical, dental, and/or pharmaceutical expenses incurred by, or on behalf of, Inmates arising out of injuries or illnesses of, or to, the inmate's arrest. This is a Cost Reimbursement Basis.

VIII. INVOICE PROCEDURE:

- a) Apache County shall invoice the T.O.N. on a monthly basis based on the records maintained by the facility.
- b) T.O.N. shall pay the invoices within thirty (30) days of the receipt of the invoice.

PAYMENTS PAYABLE TO:

Apache County Jail District
P.O. Box 518 St. Johns AZ
85936

IX. INDEMNIFICATION:

To the extent permitted by law, T.O.N. agrees to defend, indemnify and hold harmless Apache County, its elected officials, agents and employees, from and against any and all claims, actions suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by person, persons, or property arising out of or resulting from the services performed on behalf of the T.O.N. under this Agreement or by any reason asserted act or omission, neglected or misconduct of T.O.N. or T.O.N.'s agents or employees or any subcontractor or its agent or employees. Apache County shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by them, or on their behalf, in connection with any such Proceeding or any claim, issue or matter therein, arising from a T.O.N. Inmate, if the Apache County acted in good faith and in a manner Apache County reasonably believed to be in or not opposed to the best interests of the T.O.N. or the T.O.N. Inmate.

X. SOVEREIGN IMMUNITY:

Nothing in this Agreement is intended nor shall be construed as a waiver of the Tohono O'odham Nation's sovereign immunity from suit or of the Apache County's immunity from suit.

XI. APPLICABLE LAW:

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

XII. DEFAULT:

In the event of default of any term of this contract, any party shall have the right to serve notice of the default and give thirty (30) days in which the defaulting party can cure the default. Notice is hereby deemed to have been given if: (a) written notice is hand-delivered to the Party at their respective office(s); or (b) the written notice is mailed by first class mail to their respective office addresses.

XIII. TERMINATION:

This agreement may be terminated by either party, with or without cause, by providing written notice to the other party at least thirty (30) calendar days prior to the effective date of termination.

XIV. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral, written, whether previous to the execution hereof or contemporaneous herewith. The Agreement may be amended only by the written consent of both parties.

XV. APPROVAL REQUIRED:

This Agreement shall not become effective or binding until approved by the Apache County Board of Supervisors and the Tohono O'odham Nation.

DONE THIS _____ DAY OF _____, 2019.

APACHE COUNTY

Chairman
Apache County Board of Supervisors

Date: _____

TOHONO O'ODHAM NATION

Ned Norris, Jr., Tribal Chairman
Tohono O'odham Nation

Date: _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chief Deputy Brannon Eagar/ Commander Michael Cirivello-Jail District

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take: The Jail is seeking approval to extend our contract with Trinity Services for another year. Trinity provides our inmate meals at the jail. Trinity has been our food contractor since 2004 and continues to provide quality service to the jail.

BOS Meeting Date Requested

11/5/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Check if item does not require review

Finance Review: _____

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 _____

NINTH AMENDMENT TO FOOD SERVICE AGREEMENT

This Amendment to the Manual Food Service Agreement is made effective by and between Apache County, Arizona with premises at 370 South Washington, St. Johns AZ 85936 (hereinafter referred to as "County") and Trinity Services Group, Inc., with principal offices at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Trinity").

WHEREAS, the County requires certain food services to be provided for the Apache County Jail located at 370 South Washington, St. Johns AZ 85936, and

WHEREAS, Trinity's predecessor, Compass Group USA, Inc., through its Canteen Correctional Services Division and the County have previously entered into a Manual Food Service Agreement dated the 8th day of October, 2004, which was assumed by Trinity (the "Agreement"), and

WHEREAS, the parties now desire to amend the Agreement to extend the term through October 7, 2020, and

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be amended as follows:

1. The foregoing recitations are true and correct and are by this reference made a part of this Amendment to the Agreement.
2. Pursuant to Section 6 of the Agreement, the term of the Agreement is hereby extended for one (1) year beginning October 8, 2019 through October 7, 2020.
3. The parties agree that the current meal prices will remain in effect through October 7, 2020.
4. Except as expressly stated herein, all of the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the day and year first above written.

APACHE COUNTY

TRINITY SERVICES GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: _____

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

Jail: Discussion and possible approval to convert a Detention Officer I position (Range 31) to a Detention Officer III position (Range 35), this change will cost approximately \$3,567.

BOS Meeting Date Requested November 5, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

[Signature]

Signature: _____

Finance Review: _____

[Signature]

Signature: _____

Purchasing Review: _____

See Email

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 _____

Beth Bond

From: Michael Cirivello
Sent: Tuesday, October 15, 2019 3:27 PM
To: Timothy Hinton; Ryan Patterson
Cc: Brannon Eagar
Subject: Converting a D.O.I to a D.O. III

Good afternoon, The jail would like to convert one of its Detention Officer One positions to a Detention Officer Three position with an impact to the budget of 3,567 annually.

We are currently fighting three lawsuits filed against the jail by inmates that is costing much more to defend than the 3,567 dollars. We have been afforded the unique opportunity to hire a person as a Detention Officer who has 20 plus years in the field and is a specialist in policy and training. We would like to put him in the converted D.O. III position. After his initial training in this facility he will be re writing our policy and training manuals and ensuring that we stay current on these topics from a legal standpoint and our training matches our policies. This will allow the lawyers to get cases dismissed without having to defend our current policies and training manuals. With the constant open positions in the jail the additional monies are available in the budget. Human Resources is in support of this conversion and ACIP is in support of this hire!

Thank you for your time in this matter and please feel free to call me with any questions.

Michael Cirivello

From: Stephanie McCarthy
Sent: Thursday, October 17, 2019 11:41 AM
To: Michael Cirivello
Subject: RE: agenda item

HR is ok with this agenda item.

Stephanie McCarthy
Human Resources Manager
P.O. Box 989
St. Johns, AZ 85936
Phone: (928) 337-7940
Fax: (928) 337-7606

From: Michael Cirivello <mcrivello@co.apache.az.us>
Sent: Thursday, October 17, 2019 11:34 AM
To: Stephanie McCarthy <smccarthy@co.apache.az.us>
Subject: agenda item

Hi can you send me an approval email to attach with this item...thanks

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District 3

Date/Signature: 10/15/19

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

Public Hearing to gather citizen input regarding the use of FY20 Community Development Block Grant (CDBG) funds for Apache County.

//BOS Meeting Date Requested November 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature

Finance Review: __

Signature

Human Resources Review: __

Signature

Other Review: __

Signature

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



Apache County Public Hearing Regarding Use of CDBG Funds

Apache County is expected to receive approximately \$233,024 in FY20 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. A public hearing will be held at 8:30am on November 5th in the Board of Supervisors Meeting Room, 75 West Cleveland in Saint Johns, to gather citizen input on the use of the CDBG funds. Examples of possible uses include the following:

- 1) Public infrastructure (e.g., water, wastewater, street improvements);**
- 2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);**
- 3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);**
- 4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program); and**
- 5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).**

For more information about the hearing, grievances, or the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Name, Title: Malena Bazarro, District Manager
Organization: Office of District III Supervisor, Travis K. Simshauser
Address: PO Box 428
City, State, Zip: Saint Johns, AZ 85936
Telephone: 928-551-1769
TTY: 1-800-676-3777

Persons with disabilities who require special accommodations may contact Beth Bond at the above location at least 48 hours before the hearing.

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

date/time stamp

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

Finance

Date/Signature: _____

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

Request approval of demands as distributed to the Apache County Board of Supervisors between October 1, 2019 to November 5, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 11/5/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080539	10/01/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	593.32
Open	NBAZ - Warrant Clearing Account	Check	1080540	10/01/2019	Accounts Payable	APACHE COUNTY FSA	783.31
Open	NBAZ - Warrant Clearing Account	Check	1080541	10/01/2019	Accounts Payable	APACHE COUNTY HSA	3,972.99
Open	NBAZ - Warrant Clearing Account	Check	1080542	10/01/2019	Accounts Payable	APACHE COUNTY MEDICAL	174,582.99
Open	NBAZ - Warrant Clearing Account	Check	1080543	10/01/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	138,871.59
Open	NBAZ - Warrant Clearing Account	Check	1080544	10/01/2019	Accounts Payable	ASRS LEGACY EORP	5,889.13
Open	NBAZ - Warrant Clearing Account	Check	1080545	10/01/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	111,657.91
Open	NBAZ - Warrant Clearing Account	Check	1080546	10/01/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1080547	10/01/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,258.09
Open	NBAZ - Warrant Clearing Account	Check	1080548	10/01/2019	Accounts Payable	CORP DISABILITY	88.90
Open	NBAZ - Warrant Clearing Account	Check	1080549	10/01/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,954.55
Open	NBAZ - Warrant Clearing Account	Check	1080550	10/01/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,601.02
Open	NBAZ - Warrant Clearing Account	Check	1080551	10/01/2019	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1080552	10/01/2019	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	Check	1080553	10/01/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1080554	10/01/2019	Accounts Payable	NATIONWIDE	2,291.15
Open	NBAZ - Warrant Clearing Account	Check	1080555	10/01/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1080556	10/01/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,220.35
Open	NBAZ - Warrant Clearing Account	Check	1080557	10/01/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,207.12
Open	NBAZ - Warrant Clearing Account	Check	1080558	10/01/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	44,235.52
Open	NBAZ - Warrant Clearing Account	Check	1080559	10/01/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1080560	10/01/2019	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1080561	10/01/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,588.64
Open	NBAZ - Warrant Clearing Account	Check	1080562	10/02/2019	Accounts Payable	4 RIVERS EQUIPMENT LLC	813.07
Open	NBAZ - Warrant Clearing Account	Check	1080563	10/02/2019	Accounts Payable	ACIAAO AZ CHAP INTL ASSOC ASSESSING OFFICERS	50.00
Open	NBAZ - Warrant Clearing Account	Check	1080564	10/02/2019	Accounts Payable	ROBIN R AGUERO	350.00
Open	NBAZ - Warrant Clearing Account	Check	1080565	10/02/2019	Accounts Payable	ALSCO INC	164.85
Open	NBAZ - Warrant Clearing Account	Check	1080566	10/02/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,055.64
Open	NBAZ - Warrant Clearing Account	Check	1080567	10/02/2019	Accounts Payable	AMAZON COM INC	19.99
Open	NBAZ - Warrant Clearing Account	Check	1080568	10/02/2019	Accounts Payable	ARAMARK UNIFORM & CAREER APPAREL	42.61
Open	NBAZ - Warrant Clearing Account	Check	1080569	10/02/2019	Accounts Payable	ASHTONS REPAIR INC	1,108.64
Open	NBAZ - Warrant Clearing Account	Check	1080570	10/02/2019	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1080571	10/02/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	125.00
Open	NBAZ - Warrant Clearing Account	Check	1080572	10/02/2019	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	67.00
Open	NBAZ - Warrant Clearing Account	Check	1080573	10/02/2019	Accounts Payable	AZ SUPREME COURT	3,120.00
Open	NBAZ - Warrant Clearing Account	Check	1080574	10/02/2019	Accounts Payable	IRENE R BAHE	133.40
Open	NBAZ - Warrant Clearing Account	Check	1080575	10/02/2019	Accounts Payable	BAKER & TAYLOR BOOKS	44.75
Open	NBAZ - Warrant Clearing Account	Check	1080576	10/02/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	248.14
Open	NBAZ - Warrant Clearing Account	Check	1080577	10/02/2019	Accounts Payable	BASIN PUMP AND SUPPLY CO INC	363.03
Open	NBAZ - Warrant Clearing Account	Check	1080578	10/02/2019	Accounts Payable	ELLEN RAE BAST	319.06

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080579	10/02/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	360.24
Open	NBAZ - Warrant Clearing Account	Check	1080580	10/02/2019	Accounts Payable	MALENA GENEVIEVE BAZURTO	590.04
Open	NBAZ - Warrant Clearing Account	Check	1080581	10/02/2019	Accounts Payable	SARAH MAE BEGAY	55.00
Open	NBAZ - Warrant Clearing Account	Check	1080582	10/02/2019	Accounts Payable	MARIAN BIGELOW	200.67
Open	NBAZ - Warrant Clearing Account	Check	1080583	10/02/2019	Accounts Payable	BM TECHNOLOGY & SUPPLY INC	168.44
Open	NBAZ - Warrant Clearing Account	Check	1080584	10/02/2019	Accounts Payable	BOB BARKER COMPANY INC	1,131.07
Open	NBAZ - Warrant Clearing Account	Check	1080585	10/02/2019	Accounts Payable	BETH BOND	456.60
Open	NBAZ - Warrant Clearing Account	Check	1080586	10/02/2019	Accounts Payable	GLORIA BOWMAN	82.00
Open	NBAZ - Warrant Clearing Account	Check	1080587	10/02/2019	Accounts Payable	BRIDES AUTO CENTER	39.55
Open	NBAZ - Warrant Clearing Account	Check	1080588	10/02/2019	Accounts Payable	SUSAN K BYRUM	3,455.20
Open	NBAZ - Warrant Clearing Account	Check	1080589	10/02/2019	Accounts Payable	CDW GOVERNMENT LLC	1,283.04
Open	NBAZ - Warrant Clearing Account	Check	1080590	10/02/2019	Accounts Payable	CELLULAR ONE NE AZ	810.00
Open	NBAZ - Warrant Clearing Account	Check	1080591	10/02/2019	Accounts Payable	CENTER POINT LARGE PRINT	27.71
Open	NBAZ - Warrant Clearing Account	Check	1080592	10/02/2019	Accounts Payable	LENA CLARK	245.15
Open	NBAZ - Warrant Clearing Account	Check	1080593	10/02/2019	Accounts Payable	ROBERT A CLARK	410.36
Open	NBAZ - Warrant Clearing Account	Check	1080594	10/02/2019	Accounts Payable	COCONINO COUNTY	780.00
Open	NBAZ - Warrant Clearing Account	Check	1080595	10/02/2019	Accounts Payable	JOSHUA T COVEY	2,100.00
Open	NBAZ - Warrant Clearing Account	Check	1080596	10/02/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	534.67
Open	NBAZ - Warrant Clearing Account	Check	1080597	10/02/2019	Accounts Payable	CS&S COMPUTER SYSTEMS	1,548.03
Open	NBAZ - Warrant Clearing Account	Check	1080598	10/02/2019	Accounts Payable	ROGER STUART CURTIS	238.38
Open	NBAZ - Warrant Clearing Account	Check	1080599	10/02/2019	Accounts Payable	JOSEPH DEDMAN JR	137.00
Open	NBAZ - Warrant Clearing Account	Check	1080600	10/02/2019	Accounts Payable	DELL COMPUTER CORPORATION	2,894.27
Open	NBAZ - Warrant Clearing Account	Check	1080601	10/02/2019	Accounts Payable	CECILIA DIAZ	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080602	10/02/2019	Accounts Payable	DIRECTV LLC	139.22
Open	NBAZ - Warrant Clearing Account	Check	1080603	10/02/2019	Accounts Payable	DISH NETWORK	116.13
Open	NBAZ - Warrant Clearing Account	Check	1080604	10/02/2019	Accounts Payable	DOYLES AUTO BODY INC	1,302.87
Open	NBAZ - Warrant Clearing Account	Check	1080605	10/02/2019	Accounts Payable	BEN DUGDALE	264.44
Open	NBAZ - Warrant Clearing Account	Check	1080606	10/02/2019	Accounts Payable	FELIPA A EARL	120.31
Open	NBAZ - Warrant Clearing Account	Check	1080607	10/02/2019	Accounts Payable	EATON SALES & SERVICE	1,220.32
Open	NBAZ - Warrant Clearing Account	Check	1080608	10/02/2019	Accounts Payable	ELITE LAUNDRY COMPANY INC	10.83
Open	NBAZ - Warrant Clearing Account	Check	1080609	10/02/2019	Accounts Payable	EMBASSY SUITES	408.63
Open	NBAZ - Warrant Clearing Account	Check	1080610	10/02/2019	Accounts Payable	GABRIEL FREELAND	748.92
Open	NBAZ - Warrant Clearing Account	Check	1080611	10/02/2019	Accounts Payable	FRONTIER	99.69
Open	NBAZ - Warrant Clearing Account	Check	1080612	10/02/2019	Accounts Payable	FRONTIER	188.89
Open	NBAZ - Warrant Clearing Account	Check	1080613	10/02/2019	Accounts Payable	FRONTIER	439.65
Open	NBAZ - Warrant Clearing Account	Check	1080614	10/02/2019	Accounts Payable	FRONTIER	103.78
Open	NBAZ - Warrant Clearing Account	Check	1080615	10/02/2019	Accounts Payable	FRONTIER	794.91
Open	NBAZ - Warrant Clearing Account	Check	1080616	10/02/2019	Accounts Payable	GALL'S INC	1,158.01
Open	NBAZ - Warrant Clearing Account	Check	1080617	10/02/2019	Accounts Payable	GALLUP BLUEPRINT	845.07
Open	NBAZ - Warrant Clearing Account	Check	1080618	10/02/2019	Accounts Payable	RUBEN C GARCIA JR.	300.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080619	10/02/2019	Accounts Payable	DARYL GREER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080620	10/02/2019	Accounts Payable	LORENA T HALWOOD	156.60
Open	NBAZ - Warrant Clearing Account	Check	1080621	10/02/2019	Accounts Payable	KLINT HEAP	1,350.52
Open	NBAZ - Warrant Clearing Account	Check	1080622	10/02/2019	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	1,189.11
Open	NBAZ - Warrant Clearing Account	Check	1080623	10/02/2019	Accounts Payable	HILL AZ GROCERY STORE	274.43
Open	NBAZ - Warrant Clearing Account	Check	1080624	10/02/2019	Accounts Payable	HILLYARD/FLAGSTAFF	1,286.52
Open	NBAZ - Warrant Clearing Account	Check	1080625	10/02/2019	Accounts Payable	HOME DEPOT	1,900.67
Open	NBAZ - Warrant Clearing Account	Check	1080626	10/02/2019	Accounts Payable	JILL L HOOVER	499.12
Open	NBAZ - Warrant Clearing Account	Check	1080627	10/02/2019	Accounts Payable	ANNELL R HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080628	10/02/2019	Accounts Payable	BO HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080629	10/02/2019	Accounts Payable	BRIAN HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080630	10/02/2019	Accounts Payable	ROCHELLE HUBBELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080631	10/02/2019	Accounts Payable	IDEMIA IDENTITY & SECURITY USA LLC	1,977.00
Open	NBAZ - Warrant Clearing Account	Check	1080632	10/02/2019	Accounts Payable	INGRAM LIBRARY SERVICES	2,583.80
Open	NBAZ - Warrant Clearing Account	Check	1080633	10/02/2019	Accounts Payable	IT CREATIONS INC	7,735.00
Open	NBAZ - Warrant Clearing Account	Check	1080634	10/02/2019	Accounts Payable	TRENT ADAM JENSEN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080635	10/02/2019	Accounts Payable	TYRON JENSEN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080636	10/02/2019	Accounts Payable	JJ KELLER & ASSOCIATES	261.13
Open	NBAZ - Warrant Clearing Account	Check	1080637	10/02/2019	Accounts Payable	KARPEL COMPUTER SYSTEMS INC	6,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080638	10/02/2019	Accounts Payable	KONICA MINOLTA	30.67
Open	NBAZ - Warrant Clearing Account	Check	1080639	10/02/2019	Accounts Payable	LARRY TRAVIS HEAP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080640	10/02/2019	Accounts Payable	MICHAEL LATHAM	119.36
Open	NBAZ - Warrant Clearing Account	Check	1080641	10/02/2019	Accounts Payable	LAWSON PRODUCTS INC	351.45
Open	NBAZ - Warrant Clearing Account	Check	1080642	10/02/2019	Accounts Payable	LEGAL AND LIABILITY RISK MANAGEMENT INSTITUTE	525.00
Open	NBAZ - Warrant Clearing Account	Check	1080643	10/02/2019	Accounts Payable	LIBERTY FENCE AND SUPPLY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1080644	10/02/2019	Accounts Payable	LINCOLN STRATEGY GROUP	4,500.00
Open	NBAZ - Warrant Clearing Account	Check	1080645	10/02/2019	Accounts Payable	LOWES COMPANIES INC	87.22
Open	NBAZ - Warrant Clearing Account	Check	1080646	10/02/2019	Accounts Payable	DEENA CHRISTINE MATTICE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080647	10/02/2019	Accounts Payable	CHRIS MCCARTHY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080648	10/02/2019	Accounts Payable	STEPHANIE MCCARTHY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080649	10/02/2019	Accounts Payable	MCKESSON MEDICAL SURGICAL	713.82
Open	NBAZ - Warrant Clearing Account	Check	1080650	10/02/2019	Accounts Payable	ALANE M MOORE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080651	10/02/2019	Accounts Payable	REITA MOORE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080652	10/02/2019	Accounts Payable	MOORE LAW FIRM PLLC	1,160.50
Open	NBAZ - Warrant Clearing Account	Check	1080653	10/02/2019	Accounts Payable	DIANA M MORGAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080654	10/02/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	19,865.25
Open	NBAZ - Warrant Clearing Account	Check	1080655	10/02/2019	Accounts Payable	SHAWNA RENE MURPHY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080656	10/02/2019	Accounts Payable	NATIONAL BUSINESS FURNITURE	1,317.61
Open	NBAZ - Warrant Clearing Account	Check	1080657	10/02/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	838.38
Open	NBAZ - Warrant Clearing Account	Check	1080658	10/02/2019	Accounts Payable	NAVAJO WESTERNERS	94.36

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080659	10/02/2019	Accounts Payable	TEDDY MILES NEWMAN	30.05
Open	NBAZ - Warrant Clearing Account	Check	1080660	10/02/2019	Accounts Payable	FLORA NEZ	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080661	10/02/2019	Accounts Payable	NOEL'S INC	28.17
Open	NBAZ - Warrant Clearing Account	Check	1080662	10/02/2019	Accounts Payable	NORTHERN ARIZONA COUNCIL OF GOVERNMENT - NACOG	975.00
Open	NBAZ - Warrant Clearing Account	Check	1080663	10/02/2019	Accounts Payable	O'REILLY AUTO PARTS	654.58
Open	NBAZ - Warrant Clearing Account	Check	1080664	10/02/2019	Accounts Payable	OCLC INC	3,397.85
Open	NBAZ - Warrant Clearing Account	Check	1080665	10/02/2019	Accounts Payable	ORACLE ENGINEERING GROUP INC	2,860.00
Open	NBAZ - Warrant Clearing Account	Check	1080666	10/02/2019	Accounts Payable	OVERDRIVE INC	617.06
Open	NBAZ - Warrant Clearing Account	Check	1080667	10/02/2019	Accounts Payable	PACIFIC CONCEPTS	646.58
Open	NBAZ - Warrant Clearing Account	Check	1080668	10/02/2019	Accounts Payable	DENNIELLE PATTERSON	46.99
Open	NBAZ - Warrant Clearing Account	Check	1080669	10/02/2019	Accounts Payable	RYAN N PATTERSON	685.17
Open	NBAZ - Warrant Clearing Account	Check	1080670	10/02/2019	Accounts Payable	PAVEMENT MARKING INC	9,681.59
Open	NBAZ - Warrant Clearing Account	Check	1080671	10/02/2019	Accounts Payable	DOUGLAS LANCE PEARCE	265.06
Open	NBAZ - Warrant Clearing Account	Check	1080672	10/02/2019	Accounts Payable	KERRY PENA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080673	10/02/2019	Accounts Payable	PERFECT PRINTZ LLC	464.08
Open	NBAZ - Warrant Clearing Account	Check	1080674	10/02/2019	Accounts Payable	RANDOLPH PLATT DDS	294.00
Open	NBAZ - Warrant Clearing Account	Check	1080675	10/02/2019	Accounts Payable	PRIDE GROUP LLC	4,630.24
Open	NBAZ - Warrant Clearing Account	Check	1080676	10/02/2019	Accounts Payable	PRO PETROLEUM	18,636.91
Open	NBAZ - Warrant Clearing Account	Check	1080677	10/02/2019	Accounts Payable	QUILL CORP	4,359.48
Open	NBAZ - Warrant Clearing Account	Check	1080678	10/02/2019	Accounts Payable	R&S NORTHEAST LLC	116.99
Open	NBAZ - Warrant Clearing Account	Check	1080679	10/02/2019	Accounts Payable	PRESTON MAURICE RABAN	18.21
Open	NBAZ - Warrant Clearing Account	Check	1080680	10/02/2019	Accounts Payable	REDWOOD TOXICOLOGY LABORATORY INC	125.00
Open	NBAZ - Warrant Clearing Account	Check	1080681	10/02/2019	Accounts Payable	CELESTE ROBERTSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080682	10/02/2019	Accounts Payable	ROUND VALLEY UNIFIED SCHOOLS	10.00
Open	NBAZ - Warrant Clearing Account	Check	1080683	10/02/2019	Accounts Payable	ALEXANDRA NICOLA A RUPP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080684	10/02/2019	Accounts Payable	SAFELITE AUTO GLASS	364.68
Open	NBAZ - Warrant Clearing Account	Check	1080685	10/02/2019	Accounts Payable	SAFETY KLEEN	598.32
Open	NBAZ - Warrant Clearing Account	Check	1080686	10/02/2019	Accounts Payable	SAFEWAY INC	36.93
Open	NBAZ - Warrant Clearing Account	Check	1080687	10/02/2019	Accounts Payable	IRENE SANCHEZ	20.00
Open	NBAZ - Warrant Clearing Account	Check	1080688	10/02/2019	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1080689	10/02/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	2,399.37
Open	NBAZ - Warrant Clearing Account	Check	1080690	10/02/2019	Accounts Payable	ALTON JOE SHEPHERD	24.00
Open	NBAZ - Warrant Clearing Account	Check	1080691	10/02/2019	Accounts Payable	SIGN VISION	98.00
Open	NBAZ - Warrant Clearing Account	Check	1080692	10/02/2019	Accounts Payable	TRAVIS K SIMSHAUSER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080693	10/02/2019	Accounts Payable	WILBUR SMITH	100.00
Open	NBAZ - Warrant Clearing Account	Check	1080694	10/02/2019	Accounts Payable	SOUTHWEST ROCK PRODUCTS LLC	51,652.86
Open	NBAZ - Warrant Clearing Account	Check	1080695	10/02/2019	Accounts Payable	SPARKLETT'S WATER	29.73
Open	NBAZ - Warrant Clearing Account	Check	1080696	10/02/2019	Accounts Payable	SPEEDY SALES AND SERVICE	432.00
Open	NBAZ - Warrant Clearing Account	Check	1080697	10/02/2019	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	84.79
Open	NBAZ - Warrant Clearing Account	Check	1080698	10/02/2019	Accounts Payable	STANDARD ELECTRIC WHOLESALE LLC	63.12

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080699	10/02/2019	Accounts Payable	STAPLES CREDIT PLAN	80.60
Open	NBAZ - Warrant Clearing Account	Check	1080700	10/02/2019	Accounts Payable	STATE BAR OF ARIZONA	255.80
Open	NBAZ - Warrant Clearing Account	Check	1080701	10/02/2019	Accounts Payable	CHERYL STRADLING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080702	10/02/2019	Accounts Payable	SW ECOLOGY LLC	1,250.15
Open	NBAZ - Warrant Clearing Account	Check	1080703	10/02/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	519.20
Open	NBAZ - Warrant Clearing Account	Check	1080704	10/02/2019	Accounts Payable	THE POUR STATION	22.50
Open	NBAZ - Warrant Clearing Account	Check	1080705	10/02/2019	Accounts Payable	JEREL THOMAS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080706	10/02/2019	Accounts Payable	ALENA THOMPSON	400.00
Open	NBAZ - Warrant Clearing Account	Check	1080707	10/02/2019	Accounts Payable	THOMSON REUTERS WEST	1,987.74
Open	NBAZ - Warrant Clearing Account	Check	1080708	10/02/2019	Accounts Payable	TJP COMMUNICATIONS	1,717.52
Open	NBAZ - Warrant Clearing Account	Check	1080709	10/02/2019	Accounts Payable	TORRISON CONSULTING LLC	4,859.00
Open	NBAZ - Warrant Clearing Account	Check	1080710	10/02/2019	Accounts Payable	TOWERING HOUSE EVENT SERVICES LLC	223.66
Open	NBAZ - Warrant Clearing Account	Check	1080711	10/02/2019	Accounts Payable	TOWN OF SPRINGERVILLE	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080712	10/02/2019	Accounts Payable	TRAILRIDERS	103.60
Open	NBAZ - Warrant Clearing Account	Check	1080713	10/02/2019	Accounts Payable	KENDRA A TSO	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080714	10/02/2019	Accounts Payable	UNIFIRST CORPORATION	92.08
Open	NBAZ - Warrant Clearing Account	Check	1080715	10/02/2019	Accounts Payable	VALLEY AUTO PARTS	6,584.66
Open	NBAZ - Warrant Clearing Account	Check	1080716	10/02/2019	Accounts Payable	VALLEY IMAGING SOLUTIONS	66.23
Open	NBAZ - Warrant Clearing Account	Check	1080717	10/02/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1080718	10/02/2019	Accounts Payable	VERIZON WIRELESS	4,463.23
Open	NBAZ - Warrant Clearing Account	Check	1080719	10/02/2019	Accounts Payable	VERNON FIRE DISTRICT	5,608.89
Open	NBAZ - Warrant Clearing Account	Check	1080720	10/02/2019	Accounts Payable	DELANA WAITE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080721	10/02/2019	Accounts Payable	CARLA WALKER	203.67
Open	NBAZ - Warrant Clearing Account	Check	1080722	10/02/2019	Accounts Payable	STEVE V WEST	33.40
Open	NBAZ - Warrant Clearing Account	Check	1080723	10/02/2019	Accounts Payable	WESTERN DRUG COMPANY	81.56
Open	NBAZ - Warrant Clearing Account	Check	1080724	10/02/2019	Accounts Payable	WHITE MOUNTAIN AMBULANCE SERVICE INC	1,245.19
Open	NBAZ - Warrant Clearing Account	Check	1080725	10/02/2019	Accounts Payable	WHITE MOUNTAIN ANIMAL CLINIC	352.50
Open	NBAZ - Warrant Clearing Account	Check	1080726	10/02/2019	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	1,261.38
Open	NBAZ - Warrant Clearing Account	Check	1080727	10/02/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	40.58
Open	NBAZ - Warrant Clearing Account	Check	1080728	10/02/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	175.00
Open	NBAZ - Warrant Clearing Account	Check	1080729	10/02/2019	Accounts Payable	GARRET LEE WHITING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080730	10/02/2019	Accounts Payable	MICHAEL B WHITING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080731	10/02/2019	Accounts Payable	TAMMI JO WILKINS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080732	10/02/2019	Accounts Payable	WOODLAND BUILDING CENTER	141.84
Open	NBAZ - Warrant Clearing Account	Check	1080733	10/02/2019	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	8,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080734	10/02/2019	Accounts Payable	YELTON AND ASSOCIATES	4,916.67
Open	NBAZ - Warrant Clearing Account	Check	1080735	10/02/2019	Accounts Payable	JOSEPH YOUNG	441.61
Open	NBAZ - Warrant Clearing Account	Check	1080736	10/02/2019	Accounts Payable	YOUNGS FUTURE TIRE	734.52
Open	NBAZ - Warrant Clearing Account	Check	1080737	10/02/2019	Accounts Payable	AZOP RACING	400.00
Open	NBAZ - Warrant Clearing Account	Check	1080738	10/03/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	19.99

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080739	10/03/2019	Accounts Payable	AMBER BACA	758.00
Open	NBAZ - Warrant Clearing Account	Check	1080740	10/03/2019	Accounts Payable	DARRELL CRAIG	290.04
Open	NBAZ - Warrant Clearing Account	Check	1080741	10/03/2019	Accounts Payable	PAUL HANCOCK	517.73
Open	NBAZ - Warrant Clearing Account	Check	1080742	10/03/2019	Accounts Payable	TOBIE KLIessen OVERSON	1,216.99
Open	NBAZ - Warrant Clearing Account	Check	1080743	10/03/2019	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080744	10/03/2019	Accounts Payable	QUILL CORP	169.75
Open	NBAZ - Warrant Clearing Account	Check	1080745	10/03/2019	Accounts Payable	ALTON JOE SHEPHERD	262.48
Open	NBAZ - Warrant Clearing Account	Check	1080746	10/07/2019	Accounts Payable	ALBERT NELSON JR	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080747	10/07/2019	Accounts Payable	TALIBAH BEGAY	800.00
Open	NBAZ - Warrant Clearing Account	Check	1080748	10/07/2019	Accounts Payable	COURTYARD TUCSON WILLIAMS CENTRE	675.16
Open	NBAZ - Warrant Clearing Account	Check	1080749	10/07/2019	Accounts Payable	IVAN LEWIS	2,100.00
Open	NBAZ - Warrant Clearing Account	Check	1080750	10/07/2019	Accounts Payable	S TOMASA LOZOYA	375.48
Open	NBAZ - Warrant Clearing Account	Check	1080751	10/07/2019	Accounts Payable	JULIUS J SMITH	100.00
Open	NBAZ - Warrant Clearing Account	Check	1080752	10/07/2019	Accounts Payable	PETERSON TALIMAN	100.00
Open	NBAZ - Warrant Clearing Account	Check	1080753	10/07/2019	Accounts Payable	JOE TOHONNIE JR	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080755	10/07/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	1,704.81
Open	NBAZ - Warrant Clearing Account	Check	1080756	10/09/2019	Accounts Payable	ACE UNIFORMS OF PHOENIX	75.15
Open	NBAZ - Warrant Clearing Account	Check	1080757	10/09/2019	Accounts Payable	ACIAAO AZ CHAP INTL ASSOC ASSESSING OFFICERS	270.00
Open	NBAZ - Warrant Clearing Account	Check	1080758	10/09/2019	Accounts Payable	ALLEGRA	91.00
Open	NBAZ - Warrant Clearing Account	Check	1080759	10/09/2019	Accounts Payable	ALPINE WATER AND SANITARY	91.70
Open	NBAZ - Warrant Clearing Account	Check	1080760	10/09/2019	Accounts Payable	ALSCO INC	536.59
Open	NBAZ - Warrant Clearing Account	Check	1080761	10/09/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	995.11
Open	NBAZ - Warrant Clearing Account	Check	1080762	10/09/2019	Accounts Payable	AMERICAN JAIL ASSOCIATION	60.00
Open	NBAZ - Warrant Clearing Account	Check	1080763	10/09/2019	Accounts Payable	CHARLI A ANDERSON	557.96
Open	NBAZ - Warrant Clearing Account	Check	1080764	10/09/2019	Accounts Payable	APACHE COUNTY	377.92
Open	NBAZ - Warrant Clearing Account	Check	1080765	10/09/2019	Accounts Payable	APACHE COUNTY	138.41
Open	NBAZ - Warrant Clearing Account	Check	1080766	10/09/2019	Accounts Payable	TAMARA WILHELM APPEGATE	34.80
Open	NBAZ - Warrant Clearing Account	Check	1080767	10/09/2019	Accounts Payable	ARIZONA STATE FORESTRY DIVISION	1,653.10
Open	NBAZ - Warrant Clearing Account	Check	1080768	10/09/2019	Accounts Payable	EILEEN T ASHLEY	95.70
Open	NBAZ - Warrant Clearing Account	Check	1080769	10/09/2019	Accounts Payable	ASHTONS REPAIR INC	835.27
Open	NBAZ - Warrant Clearing Account	Check	1080770	10/09/2019	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1080771	10/09/2019	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1080772	10/09/2019	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1080773	10/09/2019	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1080774	10/09/2019	Accounts Payable	AZ CHIEF PROBATION OFFICERS ASSOCIATION	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080775	10/09/2019	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	66,514.97
Open	NBAZ - Warrant Clearing Account	Check	1080776	10/09/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	155.00
Open	NBAZ - Warrant Clearing Account	Check	1080777	10/09/2019	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,075.29
Open	NBAZ - Warrant Clearing Account	Check	1080778	10/09/2019	Accounts Payable	AZ SUPREME COURT	2,550.00
Open	NBAZ - Warrant Clearing Account	Check	1080779	10/09/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	149.74
Open	NBAZ - Warrant Clearing Account	Check	1080779	10/09/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	3,824.56

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080780	10/09/2019	Accounts Payable	BEACON FIRE AND SECURITY LLC	840.00
Open	NBAZ - Warrant Clearing Account	Check	1080781	10/09/2019	Accounts Payable	SARAH MAE BEGAY	620.00
Open	NBAZ - Warrant Clearing Account	Check	1080782	10/09/2019	Accounts Payable	BEST WESTERN SUNRISE INN - EAGAR AZ	526.65
Open	NBAZ - Warrant Clearing Account	Check	1080783	10/09/2019	Accounts Payable	SHANE E BEVINGTON	279.00
Open	NBAZ - Warrant Clearing Account	Check	1080784	10/09/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	501.54
Open	NBAZ - Warrant Clearing Account	Check	1080785	10/09/2019	Accounts Payable	BM TECHNOLOGY & SUPPLY INC	447.23
Open	NBAZ - Warrant Clearing Account	Check	1080786	10/09/2019	Accounts Payable	BOOT BARN	140.80
Open	NBAZ - Warrant Clearing Account	Check	1080787	10/09/2019	Accounts Payable	GLORIA BOWMAN	14.84
Open	NBAZ - Warrant Clearing Account	Check	1080788	10/09/2019	Accounts Payable	MICHAEL T BRAGIEL	54.18
Open	NBAZ - Warrant Clearing Account	Check	1080789	10/09/2019	Accounts Payable	BRIDES AUTO CENTER	121.84
Open	NBAZ - Warrant Clearing Account	Check	1080790	10/09/2019	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1080791	10/09/2019	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	54.19
Open	NBAZ - Warrant Clearing Account	Check	1080792	10/09/2019	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	209.00
Open	NBAZ - Warrant Clearing Account	Check	1080793	10/09/2019	Accounts Payable	CMS COMMUNICATIONS INC	104.04
Open	NBAZ - Warrant Clearing Account	Check	1080794	10/09/2019	Accounts Payable	MID AMERICAN SUPPLY COMPANY COAST TO COAST SOLUTIONS	129.00
Open	NBAZ - Warrant Clearing Account	Check	1080795	10/09/2019	Accounts Payable	LEVI WAYNE COFFELT	279.00
Open	NBAZ - Warrant Clearing Account	Check	1080796	10/09/2019	Accounts Payable	COLL CONSULTING LLC	6,435.04
Open	NBAZ - Warrant Clearing Account	Check	1080797	10/09/2019	Accounts Payable	ERNEST COLLINS JR	8,266.38
Open	NBAZ - Warrant Clearing Account	Check	1080798	10/09/2019	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1080799	10/09/2019	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	60.00
Open	NBAZ - Warrant Clearing Account	Check	1080800	10/09/2019	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	77.94
Open	NBAZ - Warrant Clearing Account	Check	1080801	10/09/2019	Accounts Payable	RODGER DAHOZY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080802	10/09/2019	Accounts Payable	DAVIS TRUE VALUE HARDWARE	51.24
Open	NBAZ - Warrant Clearing Account	Check	1080803	10/09/2019	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	57.61
Open	NBAZ - Warrant Clearing Account	Check	1080804	10/09/2019	Accounts Payable	JOSEPH DEDMAN JR	68.00
Open	NBAZ - Warrant Clearing Account	Check	1080805	10/09/2019	Accounts Payable	DELL COMPUTER CORPORATION	1,351.98
Open	NBAZ - Warrant Clearing Account	Check	1080806	10/09/2019	Accounts Payable	DESERT VIEW FUNERAL HOME LLC	8,279.00
Open	NBAZ - Warrant Clearing Account	Check	1080807	10/09/2019	Accounts Payable	DIRECTV LLC	164.81
Open	NBAZ - Warrant Clearing Account	Check	1080808	10/09/2019	Accounts Payable	DISH NETWORK	73.49
Open	NBAZ - Warrant Clearing Account	Check	1080809	10/09/2019	Accounts Payable	DISH NETWORK	142.07
Open	NBAZ - Warrant Clearing Account	Check	1080810	10/09/2019	Accounts Payable	BEN DUGDALE	1,373.05
Open	NBAZ - Warrant Clearing Account	Check	1080811	10/09/2019	Accounts Payable	EMBASSY SUITES	681.05
Open	NBAZ - Warrant Clearing Account	Check	1080812	10/09/2019	Accounts Payable	EMPIRE MACHINERY	568.97
Open	NBAZ - Warrant Clearing Account	Check	1080813	10/09/2019	Accounts Payable	ANNA COLETTE ERHART	20.18
Open	NBAZ - Warrant Clearing Account	Check	1080814	10/09/2019	Accounts Payable	FAIRFIELD INN & SUITES PHX MIDTOWN	272.42
Open	NBAZ - Warrant Clearing Account	Check	1080815	10/09/2019	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	93.63
Open	NBAZ - Warrant Clearing Account	Check	1080816	10/09/2019	Accounts Payable	ROBERT L FITTE	67.86
Open	NBAZ - Warrant Clearing Account	Check	1080817	10/09/2019	Accounts Payable	FLEET PRIDE	787.36
Open	NBAZ - Warrant Clearing Account	Check	1080818	10/09/2019	Accounts Payable	DAVE FRANCISCO	108.00
Open	NBAZ - Warrant Clearing Account	Check	1080819	10/09/2019	Accounts Payable	JOHN L FREEMAN JR	54.06

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080820	10/09/2019	Accounts Payable	FRONTIER	108.14
Open	NBAZ - Warrant Clearing Account	Check	1080821	10/09/2019	Accounts Payable	FRONTIER	165.95
Open	NBAZ - Warrant Clearing Account	Check	1080822	10/09/2019	Accounts Payable	FRONTIER	336.54
Open	NBAZ - Warrant Clearing Account	Check	1080823	10/09/2019	Accounts Payable	FRONTIER	172.97
Open	NBAZ - Warrant Clearing Account	Check	1080824	10/09/2019	Accounts Payable	FRONTIER	171.99
Open	NBAZ - Warrant Clearing Account	Check	1080825	10/09/2019	Accounts Payable	FRONTIER	168.10
Open	NBAZ - Warrant Clearing Account	Check	1080826	10/09/2019	Accounts Payable	FRONTIER	178.31
Open	NBAZ - Warrant Clearing Account	Check	1080827	10/09/2019	Accounts Payable	FRONTIER	114.12
Open	NBAZ - Warrant Clearing Account	Check	1080828	10/09/2019	Accounts Payable	FRONTIER	199.10
Open	NBAZ - Warrant Clearing Account	Check	1080829	10/09/2019	Accounts Payable	FRONTIER	127.55
Open	NBAZ - Warrant Clearing Account	Check	1080830	10/09/2019	Accounts Payable	FRONTIER	185.56
Open	NBAZ - Warrant Clearing Account	Check	1080831	10/09/2019	Accounts Payable	FRONTIER	178.01
Open	NBAZ - Warrant Clearing Account	Check	1080832	10/09/2019	Accounts Payable	FRONTIER	190.97
Open	NBAZ - Warrant Clearing Account	Check	1080833	10/09/2019	Accounts Payable	GALL'S INC	691.09
Open	NBAZ - Warrant Clearing Account	Check	1080834	10/09/2019	Accounts Payable	GALLUP WATER WORKS	13.00
Open	NBAZ - Warrant Clearing Account	Check	1080835	10/09/2019	Accounts Payable	SAMUEL TODD GARDNER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080836	10/09/2019	Accounts Payable	BARBARA J GOMEZ	453.40
Open	NBAZ - Warrant Clearing Account	Check	1080837	10/09/2019	Accounts Payable	ADA C GUINN	263.33
Open	NBAZ - Warrant Clearing Account	Check	1080838	10/09/2019	Accounts Payable	HAWKER AND EVANS ASPHALT CO	278,185.59
Open	NBAZ - Warrant Clearing Account	Check	1080839	10/09/2019	Accounts Payable	KLINT HEAP	225.00
Open	NBAZ - Warrant Clearing Account	Check	1080840	10/09/2019	Accounts Payable	HIGH 5 DESIGN	127.65
Open	NBAZ - Warrant Clearing Account	Check	1080841	10/09/2019	Accounts Payable	HILL AZ GROCERY STORE	192.17
Open	NBAZ - Warrant Clearing Account	Check	1080842	10/09/2019	Accounts Payable	HILL AZ GROCERY STORE	115.27
Open	NBAZ - Warrant Clearing Account	Check	1080843	10/09/2019	Accounts Payable	HILLYARD/FLAGSTAFF	901.01
Open	NBAZ - Warrant Clearing Account	Check	1080844	10/09/2019	Accounts Payable	TIMOTHY HINTON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080845	10/09/2019	Accounts Payable	HOME 2 SUITES BY HILTON FARMINGTON	333.67
Open	NBAZ - Warrant Clearing Account	Check	1080846	10/09/2019	Accounts Payable	HOME DEPOT	841.21
Open	NBAZ - Warrant Clearing Account	Check	1080847	10/09/2019	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	220.00
Open	NBAZ - Warrant Clearing Account	Check	1080848	10/09/2019	Accounts Payable	BO HOUNSHELL	58.74
Open	NBAZ - Warrant Clearing Account	Check	1080849	10/09/2019	Accounts Payable	ROCHELLE HUBBELL	245.34
Open	NBAZ - Warrant Clearing Account	Check	1080850	10/09/2019	Accounts Payable	HUGHES SUPPLY INC (LAKE SIDE)	562.03
Open	NBAZ - Warrant Clearing Account	Check	1080851	10/09/2019	Accounts Payable	IKARD & NEWSON	487.75
Open	NBAZ - Warrant Clearing Account	Check	1080852	10/09/2019	Accounts Payable	JOHN (JACK) INGRAM	348.00
Open	NBAZ - Warrant Clearing Account	Check	1080853	10/09/2019	Accounts Payable	INGRAM LIBRARY SERVICES	577.39
Open	NBAZ - Warrant Clearing Account	Check	1080854	10/09/2019	Accounts Payable	JARR TOWING & RECOVERY LLC	50.00
Open	NBAZ - Warrant Clearing Account	Check	1080855	10/09/2019	Accounts Payable	TYRON JENSEN	840.99
Open	NBAZ - Warrant Clearing Account	Check	1080856	10/09/2019	Accounts Payable	DENNISE L JONES	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080857	10/09/2019	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	111.23
Open	NBAZ - Warrant Clearing Account	Check	1080858	10/09/2019	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	2,055.00
Open	NBAZ - Warrant Clearing Account	Check	1080859	10/09/2019	Accounts Payable	CLETA KELLER	708.89

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080860	10/09/2019	Accounts Payable	DAVID LAMM	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080861	10/09/2019	Accounts Payable	LANGUAGE LINE SERVICES INC	42.60
Open	NBAZ - Warrant Clearing Account	Check	1080862	10/09/2019	Accounts Payable	CHRIS MCCARTHY	60.00
Open	NBAZ - Warrant Clearing Account	Check	1080863	10/09/2019	Accounts Payable	DAYSON MERRILL	279.00
Open	NBAZ - Warrant Clearing Account	Check	1080864	10/09/2019	Accounts Payable	OSCAR R MIRANDA	65.30
Open	NBAZ - Warrant Clearing Account	Check	1080865	10/09/2019	Accounts Payable	MISSION UNIFORM & LINEN	265.98
Open	NBAZ - Warrant Clearing Account	Check	1080866	10/09/2019	Accounts Payable	LEHI MONTERTH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080867	10/09/2019	Accounts Payable	ALANE M MOORE	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1080868	10/09/2019	Accounts Payable	JASON WAYNE MOORE	312.65
Open	NBAZ - Warrant Clearing Account	Check	1080869	10/09/2019	Accounts Payable	ALLAN T MOREZ JR	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1080870	10/09/2019	Accounts Payable	DANIEL R MUTH	35.62
Open	NBAZ - Warrant Clearing Account	Check	1080871	10/09/2019	Accounts Payable	NATIONAL BANK	2,916.86
Open	NBAZ - Warrant Clearing Account	Check	1080872	10/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	310.56
Open	NBAZ - Warrant Clearing Account	Check	1080873	10/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	900.00
Open	NBAZ - Warrant Clearing Account	Check	1080874	10/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	681.64
Open	NBAZ - Warrant Clearing Account	Check	1080875	10/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0341	220.33
Open	NBAZ - Warrant Clearing Account	Check	1080876	10/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0822	603.07
Open	NBAZ - Warrant Clearing Account	Check	1080877	10/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0830	90.13
Open	NBAZ - Warrant Clearing Account	Check	1080878	10/09/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	351.40
Open	NBAZ - Warrant Clearing Account	Check	1080879	10/09/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	598.53
Open	NBAZ - Warrant Clearing Account	Check	1080880	10/09/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	22,432.00
Open	NBAZ - Warrant Clearing Account	Check	1080881	10/09/2019	Accounts Payable	JULIE ANN NICHOLSON	171.85
Open	NBAZ - Warrant Clearing Account	Check	1080882	10/09/2019	Accounts Payable	OCLC INC	482.25
Open	NBAZ - Warrant Clearing Account	Check	1080883	10/09/2019	Accounts Payable	OFFICE DEPOT	1,060.13
Open	NBAZ - Warrant Clearing Account	Check	1080884	10/09/2019	Accounts Payable	OVERDRIVE INC	6,888.34
Open	NBAZ - Warrant Clearing Account	Check	1080885	10/09/2019	Accounts Payable	PACIFIC CONCEPTS	1,350.52
Open	NBAZ - Warrant Clearing Account	Check	1080886	10/09/2019	Accounts Payable	RYAN N PATTERSON	33.41
Open	NBAZ - Warrant Clearing Account	Check	1080887	10/09/2019	Accounts Payable	FELECITY PENNA	53.58
Open	NBAZ - Warrant Clearing Account	Check	1080888	10/09/2019	Accounts Payable	PERFECT PRINTZ LLC	398.50
Open	NBAZ - Warrant Clearing Account	Check	1080889	10/09/2019	Accounts Payable	PERFORMANCE AUTO & 4X4 CENTER	1,598.00
Open	NBAZ - Warrant Clearing Account	Check	1080890	10/09/2019	Accounts Payable	PREMIUM PROPANE LLC	91.66
Open	NBAZ - Warrant Clearing Account	Check	1080891	10/09/2019	Accounts Payable	PRO PETROLEUM	33,302.62
Open	NBAZ - Warrant Clearing Account	Check	1080892	10/09/2019	Accounts Payable	PROFORCE LAW ENFORCEMENT	354.58
Open	NBAZ - Warrant Clearing Account	Check	1080893	10/09/2019	Accounts Payable	QUALITY CARQUEST	132.66
Open	NBAZ - Warrant Clearing Account	Check	1080894	10/09/2019	Accounts Payable	QUILL CORP	5,161.73
Open	NBAZ - Warrant Clearing Account	Check	1080895	10/09/2019	Accounts Payable	PRESTON MAURICE RABAN	48.00
Open	NBAZ - Warrant Clearing Account	Check	1080896	10/09/2019	Accounts Payable	RDO EQUIPMENT CO	914.89
Open	NBAZ - Warrant Clearing Account	Check	1080897	10/09/2019	Accounts Payable	RDO EQUIPMENT CO	343.58
Open	NBAZ - Warrant Clearing Account	Check	1080898	10/09/2019	Accounts Payable	RELIABLE BACKGROUND SCREENING	438.00
Open	NBAZ - Warrant Clearing Account	Check	1080899	10/09/2019	Accounts Payable	RHINEHART OIL CO	16,855.61

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080900	10/09/2019	Accounts Payable	RICHARD BEGAY	200.00
Open	NBAZ - Warrant Clearing Account	Check	1080901	10/09/2019	Accounts Payable	RICOH USA INC	531.77
Open	NBAZ - Warrant Clearing Account	Check	1080902	10/09/2019	Accounts Payable	RODE INN	413.12
Open	NBAZ - Warrant Clearing Account	Check	1080903	10/09/2019	Accounts Payable	SCOTT ROGERS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080904	10/09/2019	Accounts Payable	ANGELA C ROMERO	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080905	10/09/2019	Accounts Payable	RUSH TRUCK CENTER	60.22
Open	NBAZ - Warrant Clearing Account	Check	1080906	10/09/2019	Accounts Payable	SAFELITE AUTO GLASS	803.00
Open	NBAZ - Warrant Clearing Account	Check	1080907	10/09/2019	Accounts Payable	SAFEWAY INC	164.76
Open	NBAZ - Warrant Clearing Account	Check	1080908	10/09/2019	Accounts Payable	PATRICK J SANDOVAL	266.62
Open	NBAZ - Warrant Clearing Account	Check	1080909	10/09/2019	Accounts Payable	SATCOM GLOBAL INC	181.90
Open	NBAZ - Warrant Clearing Account	Check	1080910	10/09/2019	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	975.23
Open	NBAZ - Warrant Clearing Account	Check	1080911	10/09/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	985.58
Open	NBAZ - Warrant Clearing Account	Check	1080912	10/09/2019	Accounts Payable	SEM APPLICATIONS INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1080913	10/09/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	62.76
Open	NBAZ - Warrant Clearing Account	Check	1080914	10/09/2019	Accounts Payable	LANNY B SHERILL	225.00
Open	NBAZ - Warrant Clearing Account	Check	1080915	10/09/2019	Accounts Payable	ANASTASIA VICTORIA SMITH	30.24
Open	NBAZ - Warrant Clearing Account	Check	1080916	10/09/2019	Accounts Payable	SPEEDY SALES AND SERVICE	492.90
Open	NBAZ - Warrant Clearing Account	Check	1080917	10/09/2019	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	835.00
Open	NBAZ - Warrant Clearing Account	Check	1080918	10/09/2019	Accounts Payable	ST JOHNS CITY	3,870.98
Open	NBAZ - Warrant Clearing Account	Check	1080919	10/09/2019	Accounts Payable	ST JOHNS SUBWAY	140.71
Open	NBAZ - Warrant Clearing Account	Check	1080920	10/09/2019	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1080921	10/09/2019	Accounts Payable	CHERYL STRADLING	688.22
Open	NBAZ - Warrant Clearing Account	Check	1080922	10/09/2019	Accounts Payable	REED D STRADLING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080923	10/09/2019	Accounts Payable	SUEAN STRADLING-COLLINS	4.24
Open	NBAZ - Warrant Clearing Account	Check	1080924	10/09/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	542.21
Open	NBAZ - Warrant Clearing Account	Check	1080925	10/09/2019	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080926	10/09/2019	Accounts Payable	THE POUR STATION	15.00
Open	NBAZ - Warrant Clearing Account	Check	1080927	10/09/2019	Accounts Payable	JEREL THOMAS	290.39
Open	NBAZ - Warrant Clearing Account	Check	1080928	10/09/2019	Accounts Payable	SUSAN THOMPSON	211.89
Open	NBAZ - Warrant Clearing Account	Check	1080929	10/09/2019	Accounts Payable	THOMSON REUTERS WEST	309.30
Open	NBAZ - Warrant Clearing Account	Check	1080930	10/09/2019	Accounts Payable	TOWN OF EAGAR	636.52
Open	NBAZ - Warrant Clearing Account	Check	1080931	10/09/2019	Accounts Payable	TOWN OF PAYSON	250.00
Open	NBAZ - Warrant Clearing Account	Check	1080932	10/09/2019	Accounts Payable	TOWN OF SPRINGERVILLE	141.81
Open	NBAZ - Warrant Clearing Account	Check	1080933	10/09/2019	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.55
Open	NBAZ - Warrant Clearing Account	Check	1080934	10/09/2019	Accounts Payable	TRINITY SERVICES GROUP INC	15,766.29
Open	NBAZ - Warrant Clearing Account	Check	1080935	10/09/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	102.66
Open	NBAZ - Warrant Clearing Account	Check	1080936	10/09/2019	Accounts Payable	TX SYSTEMS INC	3,284.23
Open	NBAZ - Warrant Clearing Account	Check	1080937	10/09/2019	Accounts Payable	UNIFIRST CORPORATION	62.25
Open	NBAZ - Warrant Clearing Account	Check	1080938	10/09/2019	Accounts Payable	US CORRECTIONS LLC	2,005.00
Open	NBAZ - Warrant Clearing Account	Check	1080939	10/09/2019	Accounts Payable	VALLEY AUTO PARTS	1,571.17

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080940	10/09/2019	Accounts Payable	VERIZON WIRELESS	739.37
Open	NBAZ - Warrant Clearing Account	Check	1080941	10/09/2019	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	300.61
Open	NBAZ - Warrant Clearing Account	Check	1080942	10/09/2019	Accounts Payable	WAL-MART COMMUNITY	258.93
Open	NBAZ - Warrant Clearing Account	Check	1080943	10/09/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,787.25
Open	NBAZ - Warrant Clearing Account	Check	1080944	10/09/2019	Accounts Payable	GARRET LEE WHITING	462.93
Open	NBAZ - Warrant Clearing Account	Check	1080945	10/09/2019	Accounts Payable	JESSICA WILHELM	54.28
Open	NBAZ - Warrant Clearing Account	Check	1080946	10/09/2019	Accounts Payable	ANTONIA WOOD	63.71
Open	NBAZ - Warrant Clearing Account	Check	1080947	10/09/2019	Accounts Payable	WOODLAND BUILDING CENTER	624.85
Open	NBAZ - Warrant Clearing Account	Check	1080948	10/09/2019	Accounts Payable	WRIGHT EXPRESS FSC	5,467.31
Open	NBAZ - Warrant Clearing Account	Check	1080949	10/09/2019	Accounts Payable	XEROX CORP	264.82
Open	NBAZ - Warrant Clearing Account	Check	1080950	10/09/2019	Accounts Payable	JAY YELLOWHORSE	823.78
Open	NBAZ - Warrant Clearing Account	Check	1080951	10/09/2019	Accounts Payable	YOUNGS FUTURE TIRE	350.08
Open	NBAZ - Warrant Clearing Account	Check	1080952	10/09/2019	Accounts Payable	IVAN D ZHELEV	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080953	10/10/2019	Accounts Payable	MESH COALITION	495.00
Open	NBAZ - Warrant Clearing Account	Check	1080954	10/10/2019	Accounts Payable	PATRICK J SANDOVAL	495.00
Open	NBAZ - Warrant Clearing Account	Check	1080985	10/15/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	248.50
Open	NBAZ - Warrant Clearing Account	Check	1080986	10/15/2019	Accounts Payable	APACHE COUNTY FSA	593.32
Open	NBAZ - Warrant Clearing Account	Check	1080987	10/15/2019	Accounts Payable	APACHE COUNTY HSA	783.31
Open	NBAZ - Warrant Clearing Account	Check	1080988	10/15/2019	Accounts Payable	APACHE COUNTY MEDICAL	3,972.99
Open	NBAZ - Warrant Clearing Account	Check	1080989	10/15/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	175,541.00
Open	NBAZ - Warrant Clearing Account	Check	1080990	10/15/2019	Accounts Payable	ASRS LEGACY EORP	140,390.13
Open	NBAZ - Warrant Clearing Account	Check	1080991	10/15/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	5,889.13
Open	NBAZ - Warrant Clearing Account	Check	1080992	10/15/2019	Accounts Payable	CINCINNATI LIFE INS CO	111,333.85
Open	NBAZ - Warrant Clearing Account	Check	1080993	10/15/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	28.00
Open	NBAZ - Warrant Clearing Account	Check	1080994	10/15/2019	Accounts Payable	CORP DISABILITY	1,258.09
Open	NBAZ - Warrant Clearing Account	Check	1080995	10/15/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	88.80
Open	NBAZ - Warrant Clearing Account	Check	1080996	10/15/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	9,962.45
Open	NBAZ - Warrant Clearing Account	Check	1080997	10/15/2019	Accounts Payable	EODCRS DISABILITY	4,600.44
Open	NBAZ - Warrant Clearing Account	Check	1080998	10/15/2019	Accounts Payable	EORP LEGACY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1080999	10/15/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	2,720.34
Open	NBAZ - Warrant Clearing Account	Check	1081000	10/15/2019	Accounts Payable	NATIONWIDE	129.00
Open	NBAZ - Warrant Clearing Account	Check	1081001	10/15/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	2,290.37
Open	NBAZ - Warrant Clearing Account	Check	1081002	10/15/2019	Accounts Payable	NATIONWIDE TRUST FSB	687.08
Open	NBAZ - Warrant Clearing Account	Check	1081003	10/15/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	3,149.04
Open	NBAZ - Warrant Clearing Account	Check	1081004	10/15/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	16,207.12
Open	NBAZ - Warrant Clearing Account	Check	1081005	10/15/2019	Accounts Payable	RIO PUERCO ACRES	41,172.20
Open	NBAZ - Warrant Clearing Account	Check	1081006	10/15/2019	Accounts Payable	SECURITY BENEFIT GROUP	495.00
Open	NBAZ - Warrant Clearing Account	Check	1081007	10/15/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	315.00
Open	NBAZ - Warrant Clearing Account	Check	1081008	10/16/2019	Accounts Payable	24 HOUR GAS-N-GO	1,588.64
Open	NBAZ - Warrant Clearing Account	Check	1081009	10/16/2019	Accounts Payable	AALADIN SOUTHWEST INC	36.90
Open	NBAZ - Warrant Clearing Account	Check	1081009	10/16/2019	Accounts Payable	AALADIN SOUTHWEST INC	499.70

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081010	10/16/2019	Accounts Payable	ADVERTISING IDEAS	1,427.50
Open	NBAZ - Warrant Clearing Account	Check	1081011	10/16/2019	Accounts Payable	ALL TRAFFIC SOLUTIONS INC	4,630.00
Open	NBAZ - Warrant Clearing Account	Check	1081012	10/16/2019	Accounts Payable	ALPINE WATER AND SANITARY	67.89
Open	NBAZ - Warrant Clearing Account	Check	1081013	10/16/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,109.84
Open	NBAZ - Warrant Clearing Account	Check	1081014	10/16/2019	Accounts Payable	AMIGO CHEVROLET	650.80
Open	NBAZ - Warrant Clearing Account	Check	1081015	10/16/2019	Accounts Payable	APACHE COUNTY	60.88
Open	NBAZ - Warrant Clearing Account	Check	1081016	10/16/2019	Accounts Payable	APCO INTERNATIONAL INC	339.00
Open	NBAZ - Warrant Clearing Account	Check	1081017	10/16/2019	Accounts Payable	ASHTONS REPAIR INC	370.34
Open	NBAZ - Warrant Clearing Account	Check	1081018	10/16/2019	Accounts Payable	AT&T MOBILITY	121.13
Open	NBAZ - Warrant Clearing Account	Check	1081019	10/16/2019	Accounts Payable	AUDIOLOGY INC	145.00
Open	NBAZ - Warrant Clearing Account	Check	1081020	10/16/2019	Accounts Payable	AZ ASSN OF COUNTIES	498.00
Open	NBAZ - Warrant Clearing Account	Check	1081021	10/16/2019	Accounts Payable	AZ ASSN OF COUNTIES	498.00
Open	NBAZ - Warrant Clearing Account	Check	1081022	10/16/2019	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,275.00
Open	NBAZ - Warrant Clearing Account	Check	1081023	10/16/2019	Accounts Payable	AMBER BACA	720.00
Open	NBAZ - Warrant Clearing Account	Check	1081024	10/16/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	270.05
Open	NBAZ - Warrant Clearing Account	Check	1081025	10/16/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	186.04
Open	NBAZ - Warrant Clearing Account	Check	1081026	10/16/2019	Accounts Payable	CODY DON BEGAY	187.45
Open	NBAZ - Warrant Clearing Account	Check	1081027	10/16/2019	Accounts Payable	MARLEITA BEGAY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1081028	10/16/2019	Accounts Payable	SARAH MAE BEGAY	430.00
Open	NBAZ - Warrant Clearing Account	Check	1081029	10/16/2019	Accounts Payable	BI INC	372.73
Open	NBAZ - Warrant Clearing Account	Check	1081030	10/16/2019	Accounts Payable	BLACK & WHITE KNIGHT SERVICE	539.09
Open	NBAZ - Warrant Clearing Account	Check	1081031	10/16/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	31,281.28
Open	NBAZ - Warrant Clearing Account	Check	1081032	10/16/2019	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1081033	10/16/2019	Accounts Payable	BRIDES AUTO CENTER	21.27
Open	NBAZ - Warrant Clearing Account	Check	1081034	10/16/2019	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1081035	10/16/2019	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	493.12
Open	NBAZ - Warrant Clearing Account	Check	1081036	10/16/2019	Accounts Payable	SUSAN K BYRUM	1,447.60
Open	NBAZ - Warrant Clearing Account	Check	1081037	10/16/2019	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	2,106.37
Open	NBAZ - Warrant Clearing Account	Check	1081038	10/16/2019	Accounts Payable	CDW GOVERNMENT LLC	209.19
Open	NBAZ - Warrant Clearing Account	Check	1081039	10/16/2019	Accounts Payable	CELLULAR ONE NE AZ	414.25
Open	NBAZ - Warrant Clearing Account	Check	1081040	10/16/2019	Accounts Payable	CENGAGE LEARNING INC	54.13
Open	NBAZ - Warrant Clearing Account	Check	1081041	10/16/2019	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1081042	10/16/2019	Accounts Payable	VICTOR L CHAVEZ	137.76
Open	NBAZ - Warrant Clearing Account	Check	1081043	10/16/2019	Accounts Payable	CMS COMMUNICATIONS INC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1081044	10/16/2019	Accounts Payable	DANIELLE COLEMAN	208.21
Open	NBAZ - Warrant Clearing Account	Check	1081045	10/16/2019	Accounts Payable	COUNTRY MOUNTAIN AIRWAVES LLC	1,115.37
Open	NBAZ - Warrant Clearing Account	Check	1081046	10/16/2019	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	230.00
Open	NBAZ - Warrant Clearing Account	Check	1081047	10/16/2019	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	828.98
Open	NBAZ - Warrant Clearing Account	Check	1081048	10/16/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	300.49
Open	NBAZ - Warrant Clearing Account	Check	1081049	10/16/2019	Accounts Payable	FERRIN CROSBY	157.46

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081050	10/16/2019	Accounts Payable	RODGER DAHOZY	397.88
Open	NBAZ - Warrant Clearing Account	Check	1081051	10/16/2019	Accounts Payable	DAN BROOKS SURVEYING LLC	1,080.00
Open	NBAZ - Warrant Clearing Account	Check	1081052	10/16/2019	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	319.95
Open	NBAZ - Warrant Clearing Account	Check	1081053	10/16/2019	Accounts Payable	JOSEPH DEDMAN JR	24.00
Open	NBAZ - Warrant Clearing Account	Check	1081054	10/16/2019	Accounts Payable	DELL COMPUTER CORPORATION	17.91
Open	NBAZ - Warrant Clearing Account	Check	1081055	10/16/2019	Accounts Payable	DEMCO	362.18
Open	NBAZ - Warrant Clearing Account	Check	1081056	10/16/2019	Accounts Payable	DESERT VIEW FUNERAL HOME LLC	450.00
Open	NBAZ - Warrant Clearing Account	Check	1081057	10/16/2019	Accounts Payable	DIAMOND C FEEDS	175.54
Open	NBAZ - Warrant Clearing Account	Check	1081058	10/16/2019	Accounts Payable	E & E SERVICES INC	136.54
Open	NBAZ - Warrant Clearing Account	Check	1081059	10/16/2019	Accounts Payable	EMPIRE MACHINERY	2,134.01
Open	NBAZ - Warrant Clearing Account	Check	1081060	10/16/2019	Accounts Payable	FERRELLGAS	54.93
Open	NBAZ - Warrant Clearing Account	Check	1081061	10/16/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	645.60
Open	NBAZ - Warrant Clearing Account	Check	1081062	10/16/2019	Accounts Payable	FRONTIER	4,557.10
Open	NBAZ - Warrant Clearing Account	Check	1081063	10/16/2019	Accounts Payable	FRONTIER	1,841.97
Open	NBAZ - Warrant Clearing Account	Check	1081064	10/16/2019	Accounts Payable	FRONTIER	222.44
Open	NBAZ - Warrant Clearing Account	Check	1081065	10/16/2019	Accounts Payable	FRONTIER	102.37
Open	NBAZ - Warrant Clearing Account	Check	1081066	10/16/2019	Accounts Payable	FRONTIER	103.36
Open	NBAZ - Warrant Clearing Account	Check	1081067	10/16/2019	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1081068	10/16/2019	Accounts Payable	FRONTIER	227.94
Open	NBAZ - Warrant Clearing Account	Check	1081069	10/16/2019	Accounts Payable	FRONTIER	162.13
Open	NBAZ - Warrant Clearing Account	Check	1081070	10/16/2019	Accounts Payable	FRONTIER	163.56
Open	NBAZ - Warrant Clearing Account	Check	1081071	10/16/2019	Accounts Payable	FRONTIER	222.00
Open	NBAZ - Warrant Clearing Account	Check	1081072	10/16/2019	Accounts Payable	FRONTIER	170.48
Open	NBAZ - Warrant Clearing Account	Check	1081073	10/16/2019	Accounts Payable	FRONTIER	193.39
Open	NBAZ - Warrant Clearing Account	Check	1081074	10/16/2019	Accounts Payable	FRONTIER	157.38
Open	NBAZ - Warrant Clearing Account	Check	1081075	10/16/2019	Accounts Payable	FRONTIER	106.09
Open	NBAZ - Warrant Clearing Account	Check	1081076	10/16/2019	Accounts Payable	GALLUP BLUEPRINT	1,619.11
Open	NBAZ - Warrant Clearing Account	Check	1081077	10/16/2019	Accounts Payable	GALLUP WATER WORKS	43.00
Open	NBAZ - Warrant Clearing Account	Check	1081078	10/16/2019	Accounts Payable	LEVERIL GRAY	117.00
Open	NBAZ - Warrant Clearing Account	Check	1081079	10/16/2019	Accounts Payable	GREER COMMUNITY FACILITIES	849.40
Open	NBAZ - Warrant Clearing Account	Check	1081080	10/16/2019	Accounts Payable	BUTCH GUNNELS	775.82
Open	NBAZ - Warrant Clearing Account	Check	1081081	10/16/2019	Accounts Payable	ZENICA LURENE HALL	25.00
Open	NBAZ - Warrant Clearing Account	Check	1081082	10/16/2019	Accounts Payable	PAUL HANCOCK	571.92
Open	NBAZ - Warrant Clearing Account	Check	1081083	10/16/2019	Accounts Payable	HATCH CONSTRUCTION	19,380.31
Open	NBAZ - Warrant Clearing Account	Check	1081084	10/16/2019	Accounts Payable	HIGH COUNTRY SIGNS LLC	290.00
Open	NBAZ - Warrant Clearing Account	Check	1081085	10/16/2019	Accounts Payable	HILL AZ GROCERY STORE	41.22
Open	NBAZ - Warrant Clearing Account	Check	1081086	10/16/2019	Accounts Payable	HILL AZ GROCERY STORE	5.01
Open	NBAZ - Warrant Clearing Account	Check	1081087	10/16/2019	Accounts Payable	HOLLAND SALINE & LEWIS	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1081088	10/16/2019	Accounts Payable	HOME DEPOT	1,155.69
Open	NBAZ - Warrant Clearing Account	Check	1081089	10/16/2019	Accounts Payable	HUGHES SUPPLY INC (LAKEIDE)	487.41

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081090	10/16/2019	Accounts Payable	IINA' BA' INC	1,190.15
Open	NBAZ - Warrant Clearing Account	Check	1081091	10/16/2019	Accounts Payable	JOHNSON APPRAISAL GROUP PLLC	1,124.89
Open	NBAZ - Warrant Clearing Account	Check	1081092	10/16/2019	Accounts Payable	DENNISE L JONES	252.88
Open	NBAZ - Warrant Clearing Account	Check	1081093	10/16/2019	Accounts Payable	KONICA MINOLTA	445.47
Open	NBAZ - Warrant Clearing Account	Check	1081094	10/16/2019	Accounts Payable	DAVID LAMM	35.77
Open	NBAZ - Warrant Clearing Account	Check	1081095	10/16/2019	Accounts Payable	MICHAEL LATHAM	253.96
Open	NBAZ - Warrant Clearing Account	Check	1081096	10/16/2019	Accounts Payable	ROBERT A LEES II	2,595.94
Open	NBAZ - Warrant Clearing Account	Check	1081097	10/16/2019	Accounts Payable	MIKAILAH AUTUMN LEFEVRE	22.04
Open	NBAZ - Warrant Clearing Account	Check	1081098	10/16/2019	Accounts Payable	LINGO	104.46
Open	NBAZ - Warrant Clearing Account	Check	1081099	10/16/2019	Accounts Payable	LIVCO WATER & SEWER COMPANY	704.83
Open	NBAZ - Warrant Clearing Account	Check	1081100	10/16/2019	Accounts Payable	WAYNE LYNCH	6,191.46
Open	NBAZ - Warrant Clearing Account	Check	1081101	10/16/2019	Accounts Payable	ODESSA RENELL MAVRIDES	849.85
Open	NBAZ - Warrant Clearing Account	Check	1081102	10/16/2019	Accounts Payable	VERONICA MIRELES	431.85
Open	NBAZ - Warrant Clearing Account	Check	1081103	10/16/2019	Accounts Payable	MODERN MARKETING INC	288.99
Open	NBAZ - Warrant Clearing Account	Check	1081104	10/16/2019	Accounts Payable	MOORE LAW FIRM PLLC	1,457.50
Open	NBAZ - Warrant Clearing Account	Check	1081105	10/16/2019	Accounts Payable	DIANA M MORGAN	240.12
Open	NBAZ - Warrant Clearing Account	Check	1081106	10/16/2019	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	1,010.67
Open	NBAZ - Warrant Clearing Account	Check	1081107	10/16/2019	Accounts Payable	MOUNTAIN LEGAL PLLC	220.00
Open	NBAZ - Warrant Clearing Account	Check	1081108	10/16/2019	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	1,125.00
Open	NBAZ - Warrant Clearing Account	Check	1081109	10/16/2019	Accounts Payable	NAVAJO SANITATION INC	223.82
Open	NBAZ - Warrant Clearing Account	Check	1081110	10/16/2019	Accounts Payable	NAVAJO TRACTOR SALES INC	329.95
Open	NBAZ - Warrant Clearing Account	Check	1081111	10/16/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,590.36
Open	NBAZ - Warrant Clearing Account	Check	1081112	10/16/2019	Accounts Payable	NAVAJO WESTERNERS	40.24
Open	NBAZ - Warrant Clearing Account	Check	1081113	10/16/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	15,741.20
Open	NBAZ - Warrant Clearing Account	Check	1081114	10/16/2019	Accounts Payable	TEDDY MILES NEWMAN	150.00
Open	NBAZ - Warrant Clearing Account	Check	1081115	10/16/2019	Accounts Payable	WYATT W NICHOLS	150.00
Open	NBAZ - Warrant Clearing Account	Check	1081116	10/16/2019	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	1,133.00
Open	NBAZ - Warrant Clearing Account	Check	1081117	10/16/2019	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	594.20
Open	NBAZ - Warrant Clearing Account	Check	1081118	10/16/2019	Accounts Payable	ANTONY C NOTAH	98.96
Open	NBAZ - Warrant Clearing Account	Check	1081119	10/16/2019	Accounts Payable	ELEXUS OLLEERTON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1081120	10/16/2019	Accounts Payable	TOBIE KLIESSEN OVERSON	642.70
Open	NBAZ - Warrant Clearing Account	Check	1081121	10/16/2019	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1081122	10/16/2019	Accounts Payable	DENNIELLE PATTERSON	150.00
Open	NBAZ - Warrant Clearing Account	Check	1081123	10/16/2019	Accounts Payable	RYAN N PATTERSON	324.04
Open	NBAZ - Warrant Clearing Account	Check	1081124	10/16/2019	Accounts Payable	DOUGLAS LANCE PEARCE	120.06
Open	NBAZ - Warrant Clearing Account	Check	1081125	10/16/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	75.00
Open	NBAZ - Warrant Clearing Account	Check	1081126	10/16/2019	Accounts Payable	GEORGE C PUENTE JR	14.82
Open	NBAZ - Warrant Clearing Account	Check	1081127	10/16/2019	Accounts Payable	QUILL CORP	1,664.24
Open	NBAZ - Warrant Clearing Account	Check	1081128	10/16/2019	Accounts Payable	R&S NORTHEAST LLC	0.90
Open	NBAZ - Warrant Clearing Account	Check	1081129	10/16/2019	Accounts Payable	RDO EQUIPMENT CO	529.15

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081130	10/16/2019	Accounts Payable	RHINEHART OIL CO	286.25
Open	NBAZ - Warrant Clearing Account	Check	1081131	10/16/2019	Accounts Payable	RICOH USA INC	132.92
Open	NBAZ - Warrant Clearing Account	Check	1081132	10/16/2019	Accounts Payable	DAVID JULIAN ROMERO	300.00
Open	NBAZ - Warrant Clearing Account	Check	1081133	10/16/2019	Accounts Payable	S & S SELF STORAGE	188.00
Open	NBAZ - Warrant Clearing Account	Check	1081134	10/16/2019	Accounts Payable	SAFETY KLEEN	128.11
Open	NBAZ - Warrant Clearing Account	Check	1081135	10/16/2019	Accounts Payable	SAFEWAY INC	1,331.52
Open	NBAZ - Warrant Clearing Account	Check	1081136	10/16/2019	Accounts Payable	LAURA J SALAZAR	177.81
Open	NBAZ - Warrant Clearing Account	Check	1081137	10/16/2019	Accounts Payable	SALINA BOOKSHELF INC	54.00
Open	NBAZ - Warrant Clearing Account	Check	1081138	10/16/2019	Accounts Payable	PATRICK J SANDOVAL	17.83
Open	NBAZ - Warrant Clearing Account	Check	1081139	10/16/2019	Accounts Payable	LAURENCE SCHIFF	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1081140	10/16/2019	Accounts Payable	JOHN SCRUGGS	295.00
Open	NBAZ - Warrant Clearing Account	Check	1081141	10/16/2019	Accounts Payable	ANALESE SEGOVIA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1081142	10/16/2019	Accounts Payable	SHERWIN-WILLIAMS	575.22
Open	NBAZ - Warrant Clearing Account	Check	1081143	10/16/2019	Accounts Payable	SHOW LOW CHAMBER OF COMMERCE	350.00
Open	NBAZ - Warrant Clearing Account	Check	1081144	10/16/2019	Accounts Payable	SIGN VISION	156.00
Open	NBAZ - Warrant Clearing Account	Check	1081145	10/16/2019	Accounts Payable	TERRIE J SLOAN	158.10
Open	NBAZ - Warrant Clearing Account	Check	1081146	10/16/2019	Accounts Payable	SPARKLETT'S WATER	161.92
Open	NBAZ - Warrant Clearing Account	Check	1081147	10/16/2019	Accounts Payable	SPORTS WORLD INC	485.00
Open	NBAZ - Warrant Clearing Account	Check	1081148	10/16/2019	Accounts Payable	ST JOHNS CITY	338.53
Open	NBAZ - Warrant Clearing Account	Check	1081149	10/16/2019	Accounts Payable	ST JOHNS UNITED DRUG	20.27
Open	NBAZ - Warrant Clearing Account	Check	1081150	10/16/2019	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	25.00
Open	NBAZ - Warrant Clearing Account	Check	1081151	10/16/2019	Accounts Payable	SUEAN STRADLING-COLLINS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1081152	10/16/2019	Accounts Payable	STUBLER FIDUCIARY SERVICES LLC	7,824.60
Open	NBAZ - Warrant Clearing Account	Check	1081153	10/16/2019	Accounts Payable	SUTTON WEED & PEST CONTROL	310.00
Open	NBAZ - Warrant Clearing Account	Check	1081154	10/16/2019	Accounts Payable	SW ECOLOGY LLC	960.00
Open	NBAZ - Warrant Clearing Account	Check	1081155	10/16/2019	Accounts Payable	SYMBOL ARTS	351.30
Open	NBAZ - Warrant Clearing Account	Check	1081156	10/16/2019	Accounts Payable	TAYLOR LAW OFFICE PC	99.00
Open	NBAZ - Warrant Clearing Account	Check	1081157	10/16/2019	Accounts Payable	THE LIBRARY STORE INC	1,482.70
Open	NBAZ - Warrant Clearing Account	Check	1081158	10/16/2019	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1081159	10/16/2019	Accounts Payable	TOTAL AUTO PROS WHOLESALE LLC	410.22
Open	NBAZ - Warrant Clearing Account	Check	1081160	10/16/2019	Accounts Payable	TOWN OF SPRINGERVILLE	290.16
Open	NBAZ - Warrant Clearing Account	Check	1081161	10/16/2019	Accounts Payable	TYLER TECHNOLOGIES INC	545.50
Open	NBAZ - Warrant Clearing Account	Check	1081162	10/16/2019	Accounts Payable	UNIFIRST CORPORATION	62.25
Open	NBAZ - Warrant Clearing Account	Check	1081163	10/16/2019	Accounts Payable	US POSTMASTER	120.00
Open	NBAZ - Warrant Clearing Account	Check	1081164	10/16/2019	Accounts Payable	VERIZON WIRELESS	624.78
Open	NBAZ - Warrant Clearing Account	Check	1081165	10/16/2019	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	131.32
Open	NBAZ - Warrant Clearing Account	Check	1081166	10/16/2019	Accounts Payable	WESTERN DRUG COMPANY	15.00
Open	NBAZ - Warrant Clearing Account	Check	1081167	10/16/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	267.96
Open	NBAZ - Warrant Clearing Account	Check	1081168	10/16/2019	Accounts Payable	GARRET LEE WHITING	448.22
Open	NBAZ - Warrant Clearing Account	Check	1081169	10/16/2019	Accounts Payable	MICHAEL B WHITING	71.34

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081170	10/16/2019	Accounts Payable	ANTONIA WOOD	214.86
Open	NBAZ - Warrant Clearing Account	Check	1081171	10/16/2019	Accounts Payable	WOODLAND BUILDING CENTER	93.19
Open	NBAZ - Warrant Clearing Account	Check	1081172	10/16/2019	Accounts Payable	XEROX CORP	73.29
Open	NBAZ - Warrant Clearing Account	Check	1081173	10/16/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,853.15
Open	NBAZ - Warrant Clearing Account	Check	1081174	10/16/2019	Accounts Payable	YOUNGS FUTURE TIRE	10.00
Open	NBAZ - Warrant Clearing Account	Check	1081175	10/16/2019	Accounts Payable	AVERY ROSE AHLHEIM	12.00
Open	NBAZ - Warrant Clearing Account	Check	1081176	10/16/2019	Accounts Payable	YOLLANDA ALLEN	106.34
Open	NBAZ - Warrant Clearing Account	Check	1081177	10/16/2019	Accounts Payable	LOVINA ANDERSON	12.00
Open	NBAZ - Warrant Clearing Account	Check	1081178	10/16/2019	Accounts Payable	RUDY BACA	78.75
Open	NBAZ - Warrant Clearing Account	Check	1081179	10/16/2019	Accounts Payable	TAMIKA BALDWIN	60.06
Open	NBAZ - Warrant Clearing Account	Check	1081180	10/16/2019	Accounts Payable	CARRIE VANESSA BEAVER	116.10
Open	NBAZ - Warrant Clearing Account	Check	1081181	10/16/2019	Accounts Payable	DEBORAH L BEEKSMA	12.00
Open	NBAZ - Warrant Clearing Account	Check	1081182	10/16/2019	Accounts Payable	BILLY J BEGAY	179.32
Open	NBAZ - Warrant Clearing Account	Check	1081183	10/16/2019	Accounts Payable	JONATHAN ALFRED BEGAY JR	138.38
Open	NBAZ - Warrant Clearing Account	Check	1081184	10/16/2019	Accounts Payable	O'RYAN HEWEY BEGAY	303.00
Open	NBAZ - Warrant Clearing Account	Check	1081185	10/16/2019	Accounts Payable	RANDY BEGAY	104.56
Open	NBAZ - Warrant Clearing Account	Check	1081186	10/16/2019	Accounts Payable	LEE R BELONE	106.34
Open	NBAZ - Warrant Clearing Account	Check	1081187	10/16/2019	Accounts Payable	NATASHIKE BIA	118.80
Open	NBAZ - Warrant Clearing Account	Check	1081188	10/16/2019	Accounts Payable	EMILY BIGELOW	40.48
Open	NBAZ - Warrant Clearing Account	Check	1081189	10/16/2019	Accounts Payable	LAVONE BRADY	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081190	10/16/2019	Accounts Payable	ALFREDA J CORNFIELD	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081191	10/16/2019	Accounts Payable	RODGER DAHOZY	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081192	10/16/2019	Accounts Payable	REEVERSON R DESCHENY	157.52
Open	NBAZ - Warrant Clearing Account	Check	1081193	10/16/2019	Accounts Payable	LISANN ERICKSON	38.70
Open	NBAZ - Warrant Clearing Account	Check	1081194	10/16/2019	Accounts Payable	BRITTANY LAUREN SAMANTHA FINCH	40.48
Open	NBAZ - Warrant Clearing Account	Check	1081195	10/16/2019	Accounts Payable	GLORIA A FINNEY	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081196	10/16/2019	Accounts Payable	AUDREY FRANK	138.38
Open	NBAZ - Warrant Clearing Account	Check	1081197	10/16/2019	Accounts Payable	EILEEN K GOLDIN	76.05
Open	NBAZ - Warrant Clearing Account	Check	1081198	10/16/2019	Accounts Payable	JOHN GOLDTOOTH JR	142.39
Open	NBAZ - Warrant Clearing Account	Check	1081199	10/16/2019	Accounts Payable	ROXANNE DAMON GORMAN	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081200	10/16/2019	Accounts Payable	ANNETTE J GREYBEAR	138.38
Open	NBAZ - Warrant Clearing Account	Check	1081201	10/16/2019	Accounts Payable	SHAYE E HADLEY	106.34
Open	NBAZ - Warrant Clearing Account	Check	1081202	10/16/2019	Accounts Payable	DANIELITA ALENE HASKEY	149.95
Open	NBAZ - Warrant Clearing Account	Check	1081203	10/16/2019	Accounts Payable	DEAN HILL JR	236.25
Open	NBAZ - Warrant Clearing Account	Check	1081204	10/16/2019	Accounts Payable	SHARON U HOLIFIELD	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081205	10/16/2019	Accounts Payable	EMERY V HUBBARD SR	106.34
Open	NBAZ - Warrant Clearing Account	Check	1081206	10/16/2019	Accounts Payable	NICOLE INGRAM	132.15
Open	NBAZ - Warrant Clearing Account	Check	1081207	10/16/2019	Accounts Payable	TARYN A JEFF	106.34
Open	NBAZ - Warrant Clearing Account	Check	1081208	10/16/2019	Accounts Payable	JACQUELINE MARY JONES	104.56
Open	NBAZ - Warrant Clearing Account	Check	1081209	10/16/2019	Accounts Payable	MIKE J KUNNECKE	25.35

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081210	10/16/2019	Accounts Payable	APRIL KRISTINE LEE	12.00
Open	NBAZ - Warrant Clearing Account	Check	1081211	10/16/2019	Accounts Payable	MATHIUS RYAN LEE	366.45
Open	NBAZ - Warrant Clearing Account	Check	1081212	10/16/2019	Accounts Payable	ALVIN LOGAN	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081213	10/16/2019	Accounts Payable	AMANDA KELLY LOVE	67.18
Open	NBAZ - Warrant Clearing Account	Check	1081214	10/16/2019	Accounts Payable	DAISY L MARTINA	60.06
Open	NBAZ - Warrant Clearing Account	Check	1081215	10/16/2019	Accounts Payable	WESLEY EDWIN MILLER	60.95
Open	NBAZ - Warrant Clearing Account	Check	1081216	10/16/2019	Accounts Payable	BARBARA A MILLS	76.05
Open	NBAZ - Warrant Clearing Account	Check	1081217	10/16/2019	Accounts Payable	SAMUEL MORRIS JR	165.08
Open	NBAZ - Warrant Clearing Account	Check	1081218	10/16/2019	Accounts Payable	AUDREY NELSON	214.03
Open	NBAZ - Warrant Clearing Account	Check	1081219	10/16/2019	Accounts Payable	EPHELINE GLENNA NOTAH	465.24
Open	NBAZ - Warrant Clearing Account	Check	1081220	10/16/2019	Accounts Payable	SHAYLA L PEARCE	116.10
Open	NBAZ - Warrant Clearing Account	Check	1081221	10/16/2019	Accounts Payable	ALLOITT PERRY	465.24
Open	NBAZ - Warrant Clearing Account	Check	1081222	10/16/2019	Accounts Payable	TERRY DOYLE REIDHEAD	51.16
Open	NBAZ - Warrant Clearing Account	Check	1081223	10/16/2019	Accounts Payable	JOHNNIE ROANHORSE	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081224	10/16/2019	Accounts Payable	GARIC L ROKEZEWSKI	25.35
Open	NBAZ - Warrant Clearing Account	Check	1081225	10/16/2019	Accounts Payable	JERI RAYLENE RUSSELL	138.38
Open	NBAZ - Warrant Clearing Account	Check	1081226	10/16/2019	Accounts Payable	JEANNETTE A SCOTT	132.15
Open	NBAZ - Warrant Clearing Account	Check	1081227	10/16/2019	Accounts Payable	GERALD GENE SEEVERS JR	25.35
Open	NBAZ - Warrant Clearing Account	Check	1081228	10/16/2019	Accounts Payable	ANGELA SEGAY	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081229	10/16/2019	Accounts Payable	JOSHUA DALE SLADE	40.48
Open	NBAZ - Warrant Clearing Account	Check	1081230	10/16/2019	Accounts Payable	THOMAS R STRICKLAND	121.44
Open	NBAZ - Warrant Clearing Account	Check	1081231	10/16/2019	Accounts Payable	ROBERT E TANNER SR	12.00
Open	NBAZ - Warrant Clearing Account	Check	1081232	10/16/2019	Accounts Payable	JAMES ROBERT TERRELL	121.44
Open	NBAZ - Warrant Clearing Account	Check	1081233	10/16/2019	Accounts Payable	EDISON R THOMAS	106.34
Open	NBAZ - Warrant Clearing Account	Check	1081234	10/16/2019	Accounts Payable	STEVEN W TIFFANY	101.00
Open	NBAZ - Warrant Clearing Account	Check	1081235	10/16/2019	Accounts Payable	LOIS CHERYL TISDELL	40.48
Open	NBAZ - Warrant Clearing Account	Check	1081236	10/16/2019	Accounts Payable	DEANNA TSINIJINIE	138.38
Open	NBAZ - Warrant Clearing Account	Check	1081237	10/16/2019	Accounts Payable	BARTON TROY UDALL	12.00
Open	NBAZ - Warrant Clearing Account	Check	1081238	10/16/2019	Accounts Payable	JERRY DON VAUGHN	60.95
Open	NBAZ - Warrant Clearing Account	Check	1081239	10/16/2019	Accounts Payable	RAY BENIGHT WAGSTAFF	60.95
Open	NBAZ - Warrant Clearing Account	Check	1081240	10/16/2019	Accounts Payable	JENNIFER WARNIKE	36.00
Open	NBAZ - Warrant Clearing Account	Check	1081241	10/16/2019	Accounts Payable	MONESHA KAYAWNA WAUNNEKA	313.68
Open	NBAZ - Warrant Clearing Account	Check	1081242	10/16/2019	Accounts Payable	PAULA K WELCH	40.48
Open	NBAZ - Warrant Clearing Account	Check	1081243	10/16/2019	Accounts Payable	JOHN E WILFONG	38.70
Open	NBAZ - Warrant Clearing Account	Check	1081244	10/16/2019	Accounts Payable	MARK C WILLIAMS	106.34
Open	NBAZ - Warrant Clearing Account	Check	1081245	10/16/2019	Accounts Payable	MELVIN YAZZIE	60.06
Open	NBAZ - Warrant Clearing Account	Check	1081246	10/16/2019	Accounts Payable	SHIRLEY M YAZZIE	303.00
Open	NBAZ - Warrant Clearing Account	Check	1081247	10/17/2019	Accounts Payable	REED'S TREE SERVICE	6,000.00
Open	NBAZ - Warrant Clearing Account	Check	1081248	10/21/2019	Accounts Payable	GABRIEL FREELAND	587.62
Open	NBAZ - Warrant Clearing Account	Check	1081249	10/21/2019	Accounts Payable	ALTON JOE SHEPHERD	1,372.20

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081250	10/21/2019	Accounts Payable	KENDRA A TSO	587.62
Open	NBAZ - Warrant Clearing Account	Check	1081251	10/23/2019	Accounts Payable	AAA OR NORTHERN CALIFORNIA, NEVADA & UTAH	65.00
Open	NBAZ - Warrant Clearing Account	Check	1081252	10/23/2019	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1081253	10/23/2019	Accounts Payable	ROBIN R AGUERO	533.22
Open	NBAZ - Warrant Clearing Account	Check	1081254	10/23/2019	Accounts Payable	ALSCO INC	185.87
Open	NBAZ - Warrant Clearing Account	Check	1081255	10/23/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,240.04
Open	NBAZ - Warrant Clearing Account	Check	1081256	10/23/2019	Accounts Payable	AMAZON COM INC	10.90
Open	NBAZ - Warrant Clearing Account	Check	1081257	10/23/2019	Accounts Payable	AMIGOS LIBRARY SERVICES	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1081258	10/23/2019	Accounts Payable	ANDA INC	241.92
Open	NBAZ - Warrant Clearing Account	Check	1081259	10/23/2019	Accounts Payable	CHARLI A ANDERSON	303.92
Open	NBAZ - Warrant Clearing Account	Check	1081260	10/23/2019	Accounts Payable	ASPEN TIRE & OIL	126.95
Open	NBAZ - Warrant Clearing Account	Check	1081261	10/23/2019	Accounts Payable	AXON ENTERPRISE INC/TASER INTERNATIONAL INC	410.59
Open	NBAZ - Warrant Clearing Account	Check	1081262	10/23/2019	Accounts Payable	AZ SUPREME COURT	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1081263	10/23/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	318.73
Open	NBAZ - Warrant Clearing Account	Check	1081264	10/23/2019	Accounts Payable	MALENA GENEVIEVE BAZURTO	86.21
Open	NBAZ - Warrant Clearing Account	Check	1081265	10/23/2019	Accounts Payable	DERRICK ALAN BEGAY	85.00
Open	NBAZ - Warrant Clearing Account	Check	1081266	10/23/2019	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	331.78
Open	NBAZ - Warrant Clearing Account	Check	1081267	10/23/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	254.50
Open	NBAZ - Warrant Clearing Account	Check	1081268	10/23/2019	Accounts Payable	BOB BARKER COMPANY INC	2,618.40
Open	NBAZ - Warrant Clearing Account	Check	1081269	10/23/2019	Accounts Payable	BRIDES AUTO CENTER	68.74
Open	NBAZ - Warrant Clearing Account	Check	1081270	10/23/2019	Accounts Payable	DEVIN BROWN	48.00
Open	NBAZ - Warrant Clearing Account	Check	1081271	10/23/2019	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	875.75
Open	NBAZ - Warrant Clearing Account	Check	1081272	10/23/2019	Accounts Payable	STEPHANIE R CALABAZA	225.99
Open	NBAZ - Warrant Clearing Account	Check	1081273	10/23/2019	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	299.48
Open	NBAZ - Warrant Clearing Account	Check	1081274	10/23/2019	Accounts Payable	CONCHO SUPPLY LLC	203.50
Open	NBAZ - Warrant Clearing Account	Check	1081275	10/23/2019	Accounts Payable	COURTESY CHEVROLET	159.43
Open	NBAZ - Warrant Clearing Account	Check	1081276	10/23/2019	Accounts Payable	JOHN STEVEN CROSBY	742.00
Open	NBAZ - Warrant Clearing Account	Check	1081277	10/23/2019	Accounts Payable	DIAMOND DRUGS INC	8,720.66
Open	NBAZ - Warrant Clearing Account	Check	1081278	10/23/2019	Accounts Payable	DIAMOND MEDICAL SUPPLY	172.00
Open	NBAZ - Warrant Clearing Account	Check	1081279	10/23/2019	Accounts Payable	DISCOUNT TIRE	983.71
Open	NBAZ - Warrant Clearing Account	Check	1081280	10/23/2019	Accounts Payable	DISH NETWORK	182.76
Open	NBAZ - Warrant Clearing Account	Check	1081281	10/23/2019	Accounts Payable	EMBASSY SUITES	136.21
Open	NBAZ - Warrant Clearing Account	Check	1081282	10/23/2019	Accounts Payable	EMEDCO	1,525.95
Open	NBAZ - Warrant Clearing Account	Check	1081283	10/23/2019	Accounts Payable	EMPIRE MACHINERY	179.77
Open	NBAZ - Warrant Clearing Account	Check	1081284	10/23/2019	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	210.73
Open	NBAZ - Warrant Clearing Account	Check	1081285	10/23/2019	Accounts Payable	FERRELLGAS	595.04
Open	NBAZ - Warrant Clearing Account	Check	1081286	10/23/2019	Accounts Payable	FILEONOQ INC	4,138.40
Open	NBAZ - Warrant Clearing Account	Check	1081287	10/23/2019	Accounts Payable	FRONTIER	375.74
Open	NBAZ - Warrant Clearing Account	Check	1081288	10/23/2019	Accounts Payable	FRONTIER	246.85
Open	NBAZ - Warrant Clearing Account	Check	1081289	10/23/2019	Accounts Payable	FRONTIER	71.72

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081290	10/23/2019	Accounts Payable	FRONTIER	71.90
Open	NBAZ - Warrant Clearing Account	Check	1081291	10/23/2019	Accounts Payable	FRONTIER	16.00
Open	NBAZ - Warrant Clearing Account	Check	1081292	10/23/2019	Accounts Payable	FRONTIER	101.75
Open	NBAZ - Warrant Clearing Account	Check	1081293	10/23/2019	Accounts Payable	FRONTIER	933.44
Open	NBAZ - Warrant Clearing Account	Check	1081294	10/23/2019	Accounts Payable	FRONTIER	419.92
Open	NBAZ - Warrant Clearing Account	Check	1081295	10/23/2019	Accounts Payable	FRONTIER	73.99
Open	NBAZ - Warrant Clearing Account	Check	1081296	10/23/2019	Accounts Payable	FRONTIER	72.69
Open	NBAZ - Warrant Clearing Account	Check	1081297	10/23/2019	Accounts Payable	FRONTIER	1,285.09
Open	NBAZ - Warrant Clearing Account	Check	1081298	10/23/2019	Accounts Payable	GALL'S INC	775.31
Open	NBAZ - Warrant Clearing Account	Check	1081299	10/23/2019	Accounts Payable	GALLUP BLUEPRINT	602.88
Open	NBAZ - Warrant Clearing Account	Check	1081300	10/23/2019	Accounts Payable	GALLUP LUMBER & SUPPLY	160.32
Open	NBAZ - Warrant Clearing Account	Check	1081301	10/23/2019	Accounts Payable	GMCO CORPORATION	8,030.60
Open	NBAZ - Warrant Clearing Account	Check	1081302	10/23/2019	Accounts Payable	GOLGHTLY TIRE	668.67
Open	NBAZ - Warrant Clearing Account	Check	1081303	10/23/2019	Accounts Payable	LEVERIL GRAY	41.00
Open	NBAZ - Warrant Clearing Account	Check	1081304	10/23/2019	Accounts Payable	DARYL GREER	404.75
Open	NBAZ - Warrant Clearing Account	Check	1081305	10/23/2019	Accounts Payable	RICHARD C GUINN	200.00
Open	NBAZ - Warrant Clearing Account	Check	1081306	10/23/2019	Accounts Payable	HAMBLIN & ASSOCIATES LLC	3,050.00
Open	NBAZ - Warrant Clearing Account	Check	1081307	10/23/2019	Accounts Payable	STEPHANIE HANNAH	201.29
Open	NBAZ - Warrant Clearing Account	Check	1081308	10/23/2019	Accounts Payable	ROBERT JAMES HIGGINS	77.76
Open	NBAZ - Warrant Clearing Account	Check	1081309	10/23/2019	Accounts Payable	HIGH COUNTRY SIGNS LLC	1,105.00
Open	NBAZ - Warrant Clearing Account	Check	1081310	10/23/2019	Accounts Payable	HILL AZ GROCERY STORE	128.70
Open	NBAZ - Warrant Clearing Account	Check	1081311	10/23/2019	Accounts Payable	HILLYARD/FLAGSTAFF	752.48
Open	NBAZ - Warrant Clearing Account	Check	1081312	10/23/2019	Accounts Payable	HOME DEPOT	72.44
Open	NBAZ - Warrant Clearing Account	Check	1081313	10/23/2019	Accounts Payable	ROCHELLE HUBBELL	449.28
Open	NBAZ - Warrant Clearing Account	Check	1081314	10/23/2019	Accounts Payable	INGRAM LIBRARY SERVICES	5,223.87
Open	NBAZ - Warrant Clearing Account	Check	1081315	10/23/2019	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	220.00
Open	NBAZ - Warrant Clearing Account	Check	1081316	10/23/2019	Accounts Payable	IT CREATIONS INC	26,150.00
Open	NBAZ - Warrant Clearing Account	Check	1081317	10/23/2019	Accounts Payable	GENEVA L JACKSON	406.15
Open	NBAZ - Warrant Clearing Account	Check	1081318	10/23/2019	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	683.92
Open	NBAZ - Warrant Clearing Account	Check	1081319	10/23/2019	Accounts Payable	LAWSON PRODUCTS INC	298.72
Open	NBAZ - Warrant Clearing Account	Check	1081320	10/23/2019	Accounts Payable	ANDREW MAESTAS	60.00
Open	NBAZ - Warrant Clearing Account	Check	1081321	10/23/2019	Accounts Payable	MCKESSON MEDICAL SURGICAL	758.84
Open	NBAZ - Warrant Clearing Account	Check	1081322	10/23/2019	Accounts Payable	SARAH ELLEN MEACHAM	176.96
Open	NBAZ - Warrant Clearing Account	Check	1081323	10/23/2019	Accounts Payable	MERRILL FENCE COMPANY LLC	69.17
Open	NBAZ - Warrant Clearing Account	Check	1081324	10/23/2019	Accounts Payable	NAPA	80.34
Open	NBAZ - Warrant Clearing Account	Check	1081325	10/23/2019	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	445.20
Open	NBAZ - Warrant Clearing Account	Check	1081326	10/23/2019	Accounts Payable	NAVAJO SANITATION INC	39.30
Open	NBAZ - Warrant Clearing Account	Check	1081327	10/23/2019	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	243.80
Open	NBAZ - Warrant Clearing Account	Check	1081328	10/23/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,147.85
Open	NBAZ - Warrant Clearing Account	Check	1081329	10/23/2019	Accounts Payable	NAVAJO WESTERNERS	10.58

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081330	10/23/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,155.04
Open	NBAZ - Warrant Clearing Account	Check	1081331	10/23/2019	Accounts Payable	NOEL'S INC	396.47
Open	NBAZ - Warrant Clearing Account	Check	1081332	10/23/2019	Accounts Payable	OCTOPUS CAR WASH INC	236.95
Open	NBAZ - Warrant Clearing Account	Check	1081333	10/23/2019	Accounts Payable	OFFICE DEPOT	246.02
Open	NBAZ - Warrant Clearing Account	Check	1081334	10/23/2019	Accounts Payable	KIMBERLY K PENROD	191.40
Open	NBAZ - Warrant Clearing Account	Check	1081335	10/23/2019	Accounts Payable	PERFECT PRINTZ LLC	208.49
Open	NBAZ - Warrant Clearing Account	Check	1081336	10/23/2019	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	284.97
Open	NBAZ - Warrant Clearing Account	Check	1081337	10/23/2019	Accounts Payable	PIMA COUNTY MEDICAL	2,300.00
Open	NBAZ - Warrant Clearing Account	Check	1081338	10/23/2019	Accounts Payable	PINAL COUNTY ARIZONA	150.00
Open	NBAZ - Warrant Clearing Account	Check	1081339	10/23/2019	Accounts Payable	PRAXAIR DISTRIBUTION INC	31.41
Open	NBAZ - Warrant Clearing Account	Check	1081340	10/23/2019	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	525.00
Open	NBAZ - Warrant Clearing Account	Check	1081341	10/23/2019	Accounts Payable	QUILL CORP	3,227.37
Open	NBAZ - Warrant Clearing Account	Check	1081342	10/23/2019	Accounts Payable	PRESTON MAURICE RABAN	146.32
Open	NBAZ - Warrant Clearing Account	Check	1081343	10/23/2019	Accounts Payable	RELIABLE BACKGROUND SCREENING	75.00
Open	NBAZ - Warrant Clearing Account	Check	1081344	10/23/2019	Accounts Payable	RHINEHART OIL CO	21,690.88
Open	NBAZ - Warrant Clearing Account	Check	1081345	10/23/2019	Accounts Payable	RICOH USA INC	233.77
Open	NBAZ - Warrant Clearing Account	Check	1081346	10/23/2019	Accounts Payable	RIGG LAW FIRM PLLC	3,833.50
Open	NBAZ - Warrant Clearing Account	Check	1081347	10/23/2019	Accounts Payable	RIMROCK	35.71
Open	NBAZ - Warrant Clearing Account	Check	1081348	10/23/2019	Accounts Payable	JASON ROMERO	20.00
Open	NBAZ - Warrant Clearing Account	Check	1081349	10/23/2019	Accounts Payable	RUSH TRUCK CENTER	459.98
Open	NBAZ - Warrant Clearing Account	Check	1081350	10/23/2019	Accounts Payable	SAFELITE AUTO GLASS	630.07
Open	NBAZ - Warrant Clearing Account	Check	1081351	10/23/2019	Accounts Payable	SAFETY KLEEN	394.89
Open	NBAZ - Warrant Clearing Account	Check	1081352	10/23/2019	Accounts Payable	SAFEWAY INC	105.87
Open	NBAZ - Warrant Clearing Account	Check	1081353	10/23/2019	Accounts Payable	IRENE SANCHEZ	169.96
Open	NBAZ - Warrant Clearing Account	Check	1081354	10/23/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	2,452.92
Open	NBAZ - Warrant Clearing Account	Check	1081355	10/23/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	114.59
Open	NBAZ - Warrant Clearing Account	Check	1081356	10/23/2019	Accounts Payable	KELI ANN SINE-SHIELDS	480.74
Open	NBAZ - Warrant Clearing Account	Check	1081357	10/23/2019	Accounts Payable	SPARKLETT'S WATER	69.59
Open	NBAZ - Warrant Clearing Account	Check	1081358	10/23/2019	Accounts Payable	SPECIAL EDITIONS PUBLISHING	9,500.00
Open	NBAZ - Warrant Clearing Account	Check	1081359	10/23/2019	Accounts Payable	CHERYL STRADLING	253.79
Open	NBAZ - Warrant Clearing Account	Check	1081360	10/23/2019	Accounts Payable	SURFACE CONTRACTING INC	1,757.50
Open	NBAZ - Warrant Clearing Account	Check	1081361	10/23/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	167.81
Open	NBAZ - Warrant Clearing Account	Check	1081362	10/23/2019	Accounts Payable	THOMSON REUTERS WEST	1,092.25
Open	NBAZ - Warrant Clearing Account	Check	1081363	10/23/2019	Accounts Payable	TJP COMMUNICATIONS	975.90
Open	NBAZ - Warrant Clearing Account	Check	1081364	10/23/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,364.85
Open	NBAZ - Warrant Clearing Account	Check	1081365	10/23/2019	Accounts Payable	SHERWOOD BOWEN UDALL	102.00
Open	NBAZ - Warrant Clearing Account	Check	1081366	10/23/2019	Accounts Payable	US POSTMASTER	120.00
Open	NBAZ - Warrant Clearing Account	Check	1081367	10/23/2019	Accounts Payable	US POSTMASTER	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1081368	10/23/2019	Accounts Payable	VALLEY AUTO PARTS	135.94
Open	NBAZ - Warrant Clearing Account	Check	1081369	10/23/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	6,800.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1081370	10/23/2019	Accounts Payable	VERIZON WIRELESS	528.96
Open	NBAZ - Warrant Clearing Account	Check	1081371	10/23/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	43.27
Open	NBAZ - Warrant Clearing Account	Check	1081372	10/23/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	171.46
Open	NBAZ - Warrant Clearing Account	Check	1081373	10/23/2019	Accounts Payable	MICHAEL B WHITTING	56.65
Open	NBAZ - Warrant Clearing Account	Check	1081374	10/23/2019	Accounts Payable	ANTONIA WOOD	401.78
Open	NBAZ - Warrant Clearing Account	Check	1081375	10/23/2019	Accounts Payable	SAMUEL A WOOD	150.00
Open	NBAZ - Warrant Clearing Account	Check	1081376	10/23/2019	Accounts Payable	WOODLAND BUILDING CENTER	51.67
Open	NBAZ - Warrant Clearing Account	Check	1081377	10/23/2019	Accounts Payable	WRIGHT EXPRESS FSC	1,961.61
Open	NBAZ - Warrant Clearing Account	Check	1081378	10/23/2019	Accounts Payable	DARON YELLOWHORSE	81.00
Open	NBAZ - Warrant Clearing Account	Check	1081379	10/23/2019	Accounts Payable	YOUNGS FUTURE TIRE	15.03
Open	NBAZ - Warrant Clearing Account	Check	1081380	10/23/2019	Accounts Payable	OLIVIA SELENE GALLEGOS	177.81
Open	NBAZ - Warrant Clearing Account	Check	1081382	10/24/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	115.61
Open	NBAZ - Warrant Clearing Account	Check	1081383	10/24/2019	Accounts Payable	AZ DEPT OF REVENUE	2,833.33
Open	NBAZ - Warrant Clearing Account	Check	1081384	10/24/2019	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	230.00
Open	NBAZ - Warrant Clearing Account	Check	1081385	10/24/2019	Accounts Payable	LARRY NOBLE	154.06
Open	NBAZ - Warrant Clearing Account	Check	1081415	10/29/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	573.10
Open	NBAZ - Warrant Clearing Account	Check	1081416	10/29/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	145,475.04
Open	NBAZ - Warrant Clearing Account	Check	1081417	10/29/2019	Accounts Payable	ASRS LEGACY EORP	5,889.13
Open	NBAZ - Warrant Clearing Account	Check	1081418	10/29/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	110,756.49
Open	NBAZ - Warrant Clearing Account	Check	1081419	10/29/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1081420	10/29/2019	Accounts Payable	CORP DISABILITY	98.12
Open	NBAZ - Warrant Clearing Account	Check	1081421	10/29/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,962.43
Open	NBAZ - Warrant Clearing Account	Check	1081422	10/29/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,165.91
Open	NBAZ - Warrant Clearing Account	Check	1081423	10/29/2019	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1081424	10/29/2019	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	Check	1081425	10/29/2019	Accounts Payable	NATIONWIDE	924.06
Open	NBAZ - Warrant Clearing Account	Check	1081426	10/29/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1081427	10/29/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,199.76
Open	NBAZ - Warrant Clearing Account	Check	1081428	10/29/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,207.12
Open	NBAZ - Warrant Clearing Account	Check	1081429	10/29/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	41,654.04
Open	NBAZ - Warrant Clearing Account	Check	1081430	10/29/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	174.00

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

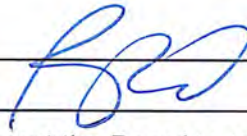
date/time stamp

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

County Manager

Date/Signature:

10/28/19



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

Request approval of minutes dated October 1, 2019 and October 24, 2019.

BOS Meeting Date Requested 11/5/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

October 1, 2019
St. Johns, Arizona

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

Chairman Shirley called to order the Board of Supervisors meeting at 8:30 a.m. MST Chinle District I Road Yard Administration Building, Chinle, Arizona and welcomed all in attendance.

Preston Raban gave the invocation.

Judge Latham led the Pledge of Allegiance.

Chairman Shirley called for the Health District items.

Preston Raban, Health Director, requested approval of an Intergovernmental Agreement Amendment to the Women, Infants, Children and Breastfeeding Peer Counseling Contract #CTR041404 Amendment #2. Mr. Raban stated this amendment is a contract update for FY20 and has been budgeted for this fiscal year in the amount of \$93,410.00. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Preston Raban, Health Director requested approval of the Memorandum of Understanding (MOU) with Southwest Center for HIV/AIDS, Inc. in support of joint activities related to safer sex products and distribution and there is no cost associated with this MOU. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Preston Raban, Health Director, requested approval of the Memorandum of Understanding (MOU) with Ganado Unified School District #20 to provide physical and administrative support to Health District personnel who are presenting the Teen Pregnancy Prevention Program, Health and Life Skills services, utilizing the Native Stand Curriculum. Mr. Raban stated this MOU is effective August 26, 2019 for a term of 5 years, ending May 31, 2024. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Preston Raban, Health Director, requested approval of Wellness Service Agreement Amendment #2 between the Health District, the Arizona Local Government Employee Benefit Trust (AZLGEBT) and the Rural Arizona Group Health Trust (RAGHT) replacing Section II (1) (A) and Exhibit A. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Preston Raban, Health Director requested approval of the Governor's Office of Highway Safety Contract that will support child safety seats to enhance occupant protection throughout Apache County, in the amount of \$8,000, effective October 1, 2019 through September 30, 2020. **Mr.**

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

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

Chairman Shirley called for the Flood Control District item.

Ferrin Crosby, County Engineer, requested approval to allocate funds to the Town of Springerville in the amount of \$22,500 to cover expenses for surveying, engineering and application of a FEMA hazard mitigation assistance grant. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Ferrin Crosby, County Engineer, presented the item following a public hearing, discussion and possible approval by resolution to adopt roads N3119, N3120, N3131 and N3323 into the Apache County Road Maintenance System. **Mr. Simshauser moved to open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous.

Dan Chance, a county resident addressed the Board and requested N3119 and N3120 be accepted into the county road maintenance system.

Ronald Teuscher, a county resident requested support to add N3323 into the county road maintenance system.

Russell Wilson, a county resident requested support of adding N3323 into the road maintenance system.

Thomas Graves, a county resident requested N3323 be accepted into the road maintenance system.

Lynda Tanner, a county resident, requested the county add the requested roads into the county maintenance system.

Robert Wilkerson, a county resident, requested the county accept N3323 into the maintenance system.

Steve Sweet, a county resident, requested N3323 be accepted into the road maintenance system.

Lyn McMahon, a county resident, requested the county accept N3131 into the road maintenance system.

Robert Mudge, a county resident, requested N3323 be accepted into the road maintenance

system.

There was no one else wanting to address the board during the public hearing. **Mr. Simshauser moved to close the public hearing, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Crosby stated the possible adoption of the four roads has been a difficult process and outlined the process that was used to assist the board with the information related to budgetary impact and average daily traffic count. Mr. Crosby stated in the future he would like to have a criteria for procedures to use so that the process is beneficial with no favoritism to one group or individual. Mr. Crosby stated all four roads are within the jurisdiction of the Round Valley Road Yard and provided an overview of what would be required in accepting the roads into the maintenance system. Mr. Crosby stated N3119, N3120 and N3323 have been petitioned multiple times to be added into the Apache County Road Maintenance System. Supervisor Simshauser asked Mr. Crosby as county engineer, what his recommendation was. Mr. Crosby stated 3119 and 3120 would be the easiest to bring to county standards with a cost estimate of \$368.00 per average daily trip and 3323 would cost \$800 per average daily trip and 3131 would cost about \$1,213 per average daily trip. Mr. Crosby stated he would recommend 3119, 3120 and 3323 be adopted into the maintenance system but is capable of doing all of the roads if the Board so chooses. Supervisor Shepherd and Mr. Crosby held a discussion on costs and the funding source for the roads and a criteria to establish a process to adopt roads in the future. Mr. Simshauser stated District III has a criteria for road adoption but nothing county wide and he would like to see the board approve a criteria to follow moving forward. Mr. Shepherd asked if there were any negative responses submitted regarding the roads. Mr. Crosby stated there were a couple emails that questioned the process and that indicated the landowners knew the roads were not maintained when they bought their property and felt it was unfair the county would consider adopting only certain roads and not adopt all non-maintained roads. Mr. Crosby stated he received an email that indicated the person believed that accepting only certain roads was favoritism. **Mr. Simshauser moved to accept resolutions for N3119, N3120 and N3323.** Mr. Shepherd stated there needs to be a criteria established before the roads are adopted. Mr. Simshauser stated for these specific roads they used the same criteria that will be used once a process is adopted. Mr. Simshauser stated N3131 does not meet the criteria established in District III. Mr. Crosby stated he will work on establishing a criteria and bring it back before the board as soon as possible for consideration. **Mr. Shepherd seconded the motion.** Vote was unanimous to accept N3119, N3120 and N3323 by resolution into the maintenance system.

Mr. Simshauser moved to sit as the Board of Equalization, seconded by Mr. Shepherd. Vote was unanimous. Mr. Patterson presented item for the Board of Equalization to accept the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on September 18, 2019. Mr. Patterson recommended approval to accept the determinations. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Acceptance of hearing determination of Petition for Review of Real Property valuation for George Richardson, parcel 106-27-068. Acceptance of hearing determination of Petition for Review of Real Property valuation for Ross & Dana Overson, parcel 203-36-148D. Acceptance of hearing determination of Petition for Review of Real Property valuation for Richard Crosby, parcel 104-29-001E.

Acceptance of hearing determination of Petition for Review of Real Property valuation for Steve Erhart, parcels, 104-03-005, 104-22-017A, 105-22-017E, 104-60-037, 104-60-038, 104-60-039, 104-60-040, and 104-62-003.

Mr. Shepherd moved to resume the meeting sitting as the Board of Supervisors, seconded by Mr. Simshauser. Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-D and recommended approval. **Mr. Simshauser moved approval, seconded by Mr. Shepherd. County Manager/Clerk of the Board:** A. Request approval of demands as distributed to the Apache County Board of Supervisors between September 4, 2019 and October 1, 2019. Payee Amount APACHE COUNTY HSA 4,052.99 APACHE COUNTY MEDICAL 178,225.48 APACHE COUNTY TAX WITHHOLDING 153,136.64 ASRS LEGACY EORP 5,889.13 AZ STATE RETIREMENT SYSTEM 111,110.07 COLONIAL LIFE AND ACCIDENT INS 1,339.80 CORRECTIONS OFFICER RET PLAN 9,949.84 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,861.00 EORP LEGACY 2,720.34 NATIONWIDE 2,299.22 NATIONWIDE TRUST FSB 3,144.00 PUBLIC SAFETY PERSONNEL 401 16,207.12 PUBLIC SAFETY SHERIFF RET 46,292.53 SUPPORT PAYMENT CLEARINGHOUSE 1,741.14 AZ SUPREME COURT 20,250.00 AZLGEBT 354,343.90 BAUMAN HOME AND AUTO INC 1,300.89 COCONINO COUNTY 1,500.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS 3,609.25 DELL COMPUTER CORPORATION 1,155.61 EMPIRE MACHINERY 6,989.15 FLEET PRIDE 2,833.60 FRONTIER 4,567.97 ADA C GUINN 1,917.40 KLINT HEAP 1,533.50 HILLYARD/FLAGSTAFF 1,249.36 INTERNATIONAL ASSOCIATION OF EMERGENCY MANAGERS 1,727.00 LUPTON CHAPTER 3,127.00 MASS TRANSCRIPTIONS 1,946.70 MERCK SHARP & DOHME CORP 2,043.04 PFIZER INC 3,704.95 PRO PETROLEUM 17,576.06 PSYCHOLOGICAL AND CONSULTING SERVICES 7,500.00 QUILL CORP 7,824.98 RHINEHART OIL CO 19,050.97 HOLLY E RICHTER 3,594.37 RIGG LAW FIRM PLLC 1,669.50 SANOFI PASTEUR INC 8,248.42 SECURUS TECHNOLOGIES INC 2,099.84 SEQIRUS USA INC 6,457.75 SW ECOLOGY LLC 1,311.30 THE AARONS COMPANY LLC 3,000.00 TRINITY SERVICES GROUP INC 15,562.18 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY 1,541.32 UNITED RENTALS 6,823.53 US CORRECTIONS LLC 2,437.50 USA FORENSIC LLC 2,500.00 WORLD OF TRAVEL 1,314.44 WRIGHT EXPRESS FSC 3,520.87 YAVAPAI COUNTY GOVERNMENT 16,100.00 YELTON AND ASSOCIATES 4,916.67 BLACK CREEK 4-H CLUB 1,000.00 ADOBE INC 3,141.69 ALL AROUND CLEAN UP 2,000.00 AMAZON CAPITAL SERVICES INC (IT DEPT) 3,336.23 APACHE COUNTY BOS - SPIN # 14-3016753 13,425.00 ASHTONS REPAIR INC 1,431.95 AXON ENTERPRISE INC/TASER INTERNATIONAL INC 7,402.88 AZ DEPT OF RISK MANAGEMENT 1,070.46 AZ SUPREME COURT 2,550.00 BLUE HILLS ENVIRONMENTAL 1,522.89 SUSAN K BYRUM 2,738.40 CONTINUANT INC 1,015.20 MICHAEL F DORFFI 1,198.13 EMPIRE MACHINERY 1,459.64 GOLIGHTLY TIRE 1,590.23 HILLYARD/FLAGSTAFF 1,219.44 HOME DEPOT 1,072.24 INGRAM LIBRARY SERVICES 6,944.27 KATHLEEN M MCGUIRE PSY D LLC 1,890.00 KTNN RADIO STATION 1,219.00 LAWSON PRODUCTS INC 1,935.76 NAVAJO TRIBAL UTILITY AUTHORITY 1,998.50 NAVOPACHE ELECTRIC COOPERATIVE 7,283.28 PERMA CARD 1,908.43 PITNEY BOWES 3,677.45 QUILL CORP 2,486.11 RHINEHART OIL CO 1,092.63 RUSH TRUCK CENTER 1,407.60 RWC GROUP 4,488.92 PATRICK J SANDOVAL 2,000.00

LAURENCE SCHIFF 1,400.00 SMITHS DETECTION INC 8,346.00 SW ECOLOGY
LLC 1,020.00 TORRISON CONSULTING LLC 4,859.00 US CORRECTIONS LLC 7,023.75
VERITAS RESEARCH CONSULTING 1,600.00 VERITAS RESEARCH CONSULTING
1,750.00 VERITAS RESEARCH CONSULTING 3,000.00 WAL-MART COMMUNITY
1,578.61 WOODLAND BUILDING CENTER 1,083.86 WW WILLIAMS COMPANY LLC
2,709.75 YAZZIE'S AUTO PARTS INC 6,922.11 NATIONAL BANK 3,839.04 NATIONAL
BANK OF ARIZONA 0085 3,149.29 NATIONAL BANK OF ARIZONA 0186 1,500.62
NATIONAL BANK OF ARIZONA 0822 1,607.40 NATIONAL BANK OF ARIZONA 0962
1,254.64 NATIONAL BANK OF ARIZONA 0285 1,157.45 RDO EQUIPMENT CO 5,379.22
RDO EQUIPMENT CO 1,617.00 BRUCKNER TRUCK SALES INC 34,056.00 FLEET PRIDE
2,572.25 TRACTOR SUPPLY CO 2,431.85 APACHE COUNTY HSA 3,972.99 APACHE
COUNTY MEDICAL 173,441.77 APACHE COUNTY TAX WITHHOLDING 145,390.08
ASRS LEGACY EORP 5,889.13 AZ STATE RETIREMENT SYSTEM 112,147.19
COLONIAL LIFE AND ACCIDENT INS 1,258.09 CORRECTIONS OFFICER RET PLAN
10,067.30 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,288.89 EORP LEGACY
2,720.34 NATIONWIDE 2,380.36 NATIONWIDE TRUST FSB 3,145.64 PUBLIC SAFETY
PERSONNEL 401 16,207.12 PUBLIC SAFETY SHERIFF RET 47,673.88 SUPPORT
PAYMENT CLEARINGHOUSE 1,588.64 ADHS AZ HEALTH CARE COST 22,400.00
ARBO SCIENTIFIC 19,830.00 ARIZONA CDJR SHOW LOW 1,483.89 ARIZONA MOTORS
SNOWFLAKE 3,249.36 AZ COUNTIES INSURANCE POOL 10,140.00 AZ DEPT OF
HEALTH SERVICES 1,865.00 AZ SUPREME COURT 1,517.50 AZLGEBT357,677.41
BARCO PRODUCTS CO 1,300.69 BREWER LAW OFFICE PLLC 8,500.00 CREATIVE
MULTIMEDIA INC (CMI) 11,672.50 CREATIVE MULTIMEDIA INC (CMI) 2,356.25
DELL COMPUTER CORPORATION 2,095.34 DESERT MOUNTAIN CORPORATION
41,323.23 DIAMOND DRUGS INC 4,940.60 EATON SALES & SERVICE 70,674.72
ELECTION SYSTEMS AND SOFTWARE 2,859.68 ELECTRONIC CENTER INC
1,053.14 EMPIRE MACHINERY 1,197.78 ERNIES FIRE EXTINGUISHER 2,200.00
FRONTIER 1,843.41 FRONTIER 1,290.52 GOLIGHTLY TIRE 3,862.32 HAMBLIN LAW
OFFICE PLC 8,500.00 HATCH CONSTRUCTION 6,920.56 HINTON BURDICK PLLC
4,250.00 HOLLAND SALINE & LEWIS 19,978.54 HOME DEPOT 1,857.80 KTNN RADIO
STATION 2,544.00 LAWSON PRODUCTS INC 1,918.43 LEGATE, PENROD &
ASSOCIATES 4,250.00 LEXIPOL LLC 9,605.00 LIFELOC TECHNOLOGIES INC 1,320.00
MINKUS 11,625.00 NATIONAL BUSINESS FURNITURE 2,841.85 NAVAJO TRIBAL
UTILITY AUTHORITY 4,787.00 NAVOPACHE ELECTRIC COOPERATIVE 2,271.13
NEWMAN SIGNS INC 3,569.65 NICK D PATTON ATTORNEY AT LAW PLLC 1,325.50
TOBIE KLIessen OVERSON 1,638.97 DANA BRYCE PATTERSON 8,500.00 PHIL
STRATTON ELECTRIC IN 3,300.00 QUILL CORP 1,145.32 RDO EQUIPMENT CO 1,248.90
SECURUS TECHNOLOGIES INC 1,296.55 SOUTHWEST ROCK PRODUCTS LLC
23,849.42 SPRINGHILL SUITES GALLUP 1,171.61 ST JOHNS CITY 2,709.98 SW
ECOLOGY LLC 1,060.00 JEREL THOMAS 1,047.77 THOMSON REUTERS WEST 2,675.98
US GEOLOGICAL SURVEY 3,100.00 VALLEY AUTO PARTS 1,408.20 VERIZON
WIRELESS 1,451.27 WRIGHT EXPRESS FSC 1,406.04 YAVAPAI REGIONAL MEDICAL
CENTER 5,722.00 YOUNGS FUTURE TIRE 5,840.96 AZ DEPT OF REVENUE 4,042.33
JEREL THOMAS 1,043.78 HALEY RHAЕ NICOLL 1,336.47 ADVERTISING IDEAS
7,140.00 ALLEGRA 2,244.14 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,636.97
ASHTONS REPAIR INC 1,049.06 AZ SUPREME COURT 3,750.00 AZ SUPREME COURT

2,625.00 BATTLE ARMOR DESIGNS LLC 3,729.00 JUDITH A BENDER 1,455.00
 CATERPILLAR FINANCIAL SERVICES CORPORATION 89,250.11 MELISSA ANNE
 CHICAS 2,875.50 CRAFTCO INC 22,498.89 ELECTION SYSTEMS AND SOFTWARE
 1,462.24 EMPIRE MACHINERY 4,971.06 GLAXO SMITHKLINE PHARMACY 4,327.08
 GOVERLAN INC 1,320.00 HAMBLIN & ASSOCIATES LLC 5,650.00 HIGH COUNTRY
 SIGNS LLC 5,108.00 HINTON BURDICK PLLC 7,000.00 HOME DEPOT 4,356.04 INGRAM
 LIBRARY SERVICES 4,586.39 IT CREATIONS INC 5,795.00 KIMBALL EQUIPMENT
 COMPANY 1,237.49 LAWSON PRODUCTS INC 1,437.32 LINCOLN STRATEGY GROUP
 4,500.00 LOGICALIS INC 7,138.26 MAXIAN ENTERPRISES 1,435.89 NAVAJO TRIBAL
 UTILITY AUTHORITY 1,486.15 NAVOPACHE ELECTRIC COOPERATIVE 13,428.12
 NORCHEM DRUG TESTING LABORATORY 1,360.70 PACIFIC PONDEROSA CO INC
 1,832.40 PIMA COUNTY MEDICAL 4,600.00 QUILL CORP 2,557.31 RHINEHART OIL CO
 18,889.40 RIGG LAW FIRM PLLC 2,073.00 SAFELITE AUTO GLASS 1,141.96 ST JOHNS
 EMERGENCY SERVICES 1,240.54 SUPERSTITION HARLEY DAVIDSON 1,716.17 SW
 ECOLOGY LLC 1,070.00 TRACTOR SUPPLY CO 2,431.85 TRUCK PRO DBA AZ BRAKE
 & CLUTCH SUPPLY 1,080.54 US CORRECTIONS LLC 1,167.50 VALLEY AUTO PARTS
 1,289.76 VERITAS RESEARCH CONSULTING 2,300.00 VERITAS RESEARCH
 CONSULTING 1,000.00 VERITAS RESEARCH CONSULTING 2,000.00 WHITE
 MOUNTAIN REGIONAL MEDICAL CENTER 175,888.90 JOSEPH YOUNG 1,800.00
 CATERPILLAR FINANCIAL SERVICES CORPORATION 36,811.58 JAY YELLOWHORSE
 1,180.80 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 September 4, 2019. C. Request approval of the tax exemption for the
 Apache County Museum for parcel 203-36-234 pursuant to ARS 42-11153. The exemption was
 filed late due to an administrative change within the organization. Human Resources: D.
 Sheriff's Office: Request approval to convert two (2) Administrative Assistant II positions
 (Range 30) to two (2) Administrative Assistant III positions (Range 34). This change will result
 in a cost of approximately \$3,830. Vote was unanimous.

Angela Romero, Election Director, requested approval, based on the recommendation of the
 Democratic Party County Chairman, Steven C. Begay, determine vacancies exist in the office
 of precinct committeeman and appoint Dorothy M. Keedah for the Ft. Defiance Precinct;
 Susie M. Wilson and Clara Lincoln for the St. Michaels Precinct; Lydia Whiterock for the
 Wide Ruins Precinct; Carl Slater, Dorothy L. Ashley and Donna Whitehair for the Window
 Rock Precinct. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was
 unanimous.

Lance Pearce, on behalf of the Apache County Constables, requested approval to accept a grant
 from Arizona Constable Ethics Standard and Training Board in the amount of \$1,585.44 to
 purchase and install mobile radios in constables' personal vehicles, for all three precincts, and
 utilizing the Apache County Sheriff's Office radio frequencies. **Mr. Shepherd moved approval,
 seconded by Mr. Simshauser.** Mr. Simshauser asked if the use of the frequencies was approved
 by the sheriff. Sheriff Dedman stated yes. Vote was unanimous.

Mr. Patterson presented the item for possible appointment of a member of the Board of Supervisors to serve on the Blue Hills Environmental Executive Committee. **Mr. Shepherd moved to appoint Supervisor Simshauser to serve on the committee, seconded by Mr. Simshauser.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to award the CMAR Construction Service Contract to Nicoll Construction for a guaranteed maximum price of \$1,370,177.00 for the construction of The Lodge Teen Legacy Center in Eagar. Mr. Crosby stated this is a project implemented by Judge Latham and is similar to the Loft in St. Johns. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Mr. Shepherd asked if a Request for Proposal (RFQ) was required. Mr. Crosby stated the construction services contract was brought before the board in June and five contractors throughout the state presented their proposals to a panel (as outlined by statute) and ultimately Nicoll Construction was selected for the pre-construction contract which allowed the construction company to work with the architect to fine tune the price for the construction of the project and all requirements regarding the RFQ process was followed. Mr. Simshauser asked about the funding for the project. Judge Latham thanked Mr. Crosby for the work done on the project and stated the Loft in St. Johns exceeded his expectations and he is wanting to bring the programs and benefits of this type of facility to the Round Valley area and hopes to expand into other locations within the county. Judge Latham stated this project will span over three budget cycles. Vote was unanimous.

Mr. Patterson provided notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

- Eastern Arizona Counties Organization Field Trip October 2-4, 2019 beginning at 8:00 a.m. The field trip sites are various locations throughout Cochise County. An itinerary of events and specific locations are available in the backup material posted on the County website or in the in the County Manager's Office.
- 4th Annual Fallen Firefighter Memorial & Appreciation Ceremony, October 5, 2019 at 11:00 a.m. at the Alpine Community Center, #17, County Road 2061 Alpine, Arizona.
- The County Supervisors Association Legislative Summit October 28-30, 2019 at the Ak-Chin Resort, 15406 N. Maricopa Road, Maricopa, Arizona.

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

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

Approved this 5th day of November 2019.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

October 24, 2019
St. Johns, Arizona

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

Chairman Shirley called to order the Board of Supervisors special meeting at 9:00 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Patterson, on behalf of District III, requested approval of a resolution opposing the Apache-Sitgreaves National Forest Draft Environmental Impact Statement for Public Motorized Management Plan and submission of comments by the Eastern Arizona Counties Organization (ECO) and Apache County. **Mr. Shepherd moved approval of the resolution and comments, seconded by Mr. Simshauser.** Mr. Shepherd requested the Board be kept updated regarding the travel management plan. Vote was unanimous.

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

Approved this 5th day of November 2019.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 10/15/19 Angela C. Romero

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

1. Discussion and possible approval, based on the recommendation of the Democratic Party County Chairman, Steven C. Begay, determine vacancies exist in the office of precinct committeeman and appoint Maggie Murphy for the Houck Precinct.

BOS Meeting Date Requested 11/05/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 10/23/19 Angela C. Romero

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

1. Discussion and possible approval, based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint Eva Ulibarri Marie to the Flat Top Precinct.

BOS Meeting Date Requested 11/05/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Planning & Zoning

Date/Signature: RB 10/21/19

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

CONSENT AGENDA: Consideration and possible approval of a Conditional Use Permit allowing Gregg
Levendoski to grow, harvest and process HEMP on his 40-acre parcel. Property is located between St. Johns
and Sanders in Witch Wells Ranches Subdivision Unit 5, #25 County Road N7200. A.P.N. 205-26-039.
The Planning & Zoning Commission unanimously recommended approval October 3, 2019 with conditions.

BOS Meeting Date Requested November 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature [Signature]

Finance Review:

Signature _____

Human Resources Review:

Signature _____

Other Review:

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER

Request approval for an Industrial Hemp Farm

APPLICANT/PROPERTY OWNER

Gregg Levendoski & Tawanna Wright

PUBLIC HEARING DATE

November 5, 2019

PROPERTY ADDRESS/LOCATION

#25 ACR N7200, Witch Wells

BRIEF SUMMARY OF REQUEST

Applicants wants to use a portion of their 40-acre parcel to grow, harvest & process industrial organic hemp. The applicant has plans to place four 80'x40' greenhouses over a period of a few years. Water will come from a registered well and rainwater harvesting.

MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General Zone	Agricultural	AG Residential & Agricultural	Existing Well, Residence, & accessory structures	40-acres

COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN

The Comprehensive Plan includes goals to support economic development. The property is in the Rural Ranch Character Area which encourages traditional farming and ranching.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

In Arizona, commercial agricultural enterprises on large parcels are exempted from zoning rules. But hemp/marijuana is not included in this exemption. So, applicants must obtain a Conditional Use Permit for a hemp farm.

PROPERTY INFORMATION

The property is a 40-acre parcel with juniper trees. It is in a sparsely populated area off highway 191 between St. Johns and Sanders, in the Witch Wells area. They are located in Unit 5 of the Witch Well Ranches Subdivision, lot 39.

Staff Recommendation – Approve with Conditions

This application is similar to the two previous CUP's for hemp farms, but this applicant wants to process the hemp as well. The planning & Zoning Commission unanimously recommended approval October 3, 2019 with conditions:

1. Return for zoning approval for processing that involves more than packaging the plants to ship out, and making bricks for applicant's home.
2. Copies of all mandated state test results given to Apache County Health Department
3. Copies of all licensing provided to Apache County Community Development
4. Return for zoning approval if applicant wants to expand the farm beyond the proposed grow area.



APACHE COUNTY — Community Development Department
P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Gregg Levendoski & Tawanna Wright
Mailing Address P.O. Box 977
St. John, AZ. 85936
Contact Person Gregg Levendoski & Tawanna Wright
Phone 928-321-8016 Fax _____
Email gplevendoski@yahoo.com

PROPERTY INFORMATION

Assessor's Parcel # 205-26-039
Township 17N Range 29E Section 10
Subdivision Witch Well Ranches
Unit # #5 Lot # 39
Address/Location #25 County Road N7200
(Witch Well area) St. John, AZ. 85936
Existing Zoning 3.1
Existing Land Use Primary residence
Lot Size 40 acre's

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

We are seeking permission to grow &
Process Industrial Hemp

Temporary Use: Yes ☒ No

SUBMITTAL CHECKLIST

- ☒ Pre-application meeting with a staff planner in the Planning and Zoning Division.
- ☒ Proof of Ownership.
- ☒ Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- ☒ Citizen Review Process as listed in ordinance Section 1106. And 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.
- ☒ All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

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

Gregg Levendoski & Tawanna Wright Date 09/03/19

Signature of Property Owner (if not the applicant)

Date _____

OFFICE USE ONLY

Received By Wanda Spearce Date 9/3/19
Receipt # _____ Fee 500.00
Permit # 2019-38
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

COMMISSION ACTION

☒ Approved ☒ with Conditions ☐ Denied

Resolution # _____ Date _____

Chairman Thomas M. Smith Date 10/3/19

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____

Supervisor _____ Date _____

5/16/2019

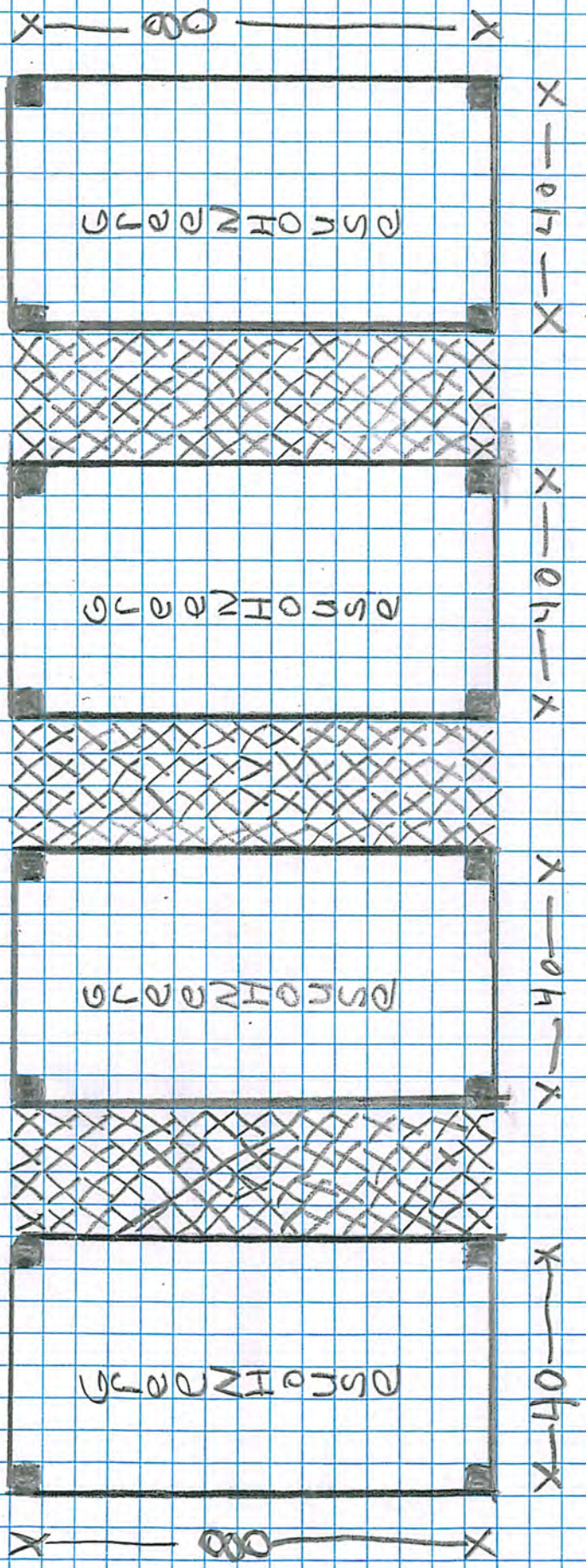
Apache County
Community Development

Conditional Use Permit Condition (s)

Name Gregg Levendoski & Tawanna Wright
Permit #2019-38

1. Return for zoning approval for processing that involves more than packaging the plants to ship out, and making bricks for applicant's home.
2. Copies of all mandated state test results given to Apache County Health Department
3. Copies of all licensing provided to Apache County Community Development
4. Return for zoning approval if applicant wants to expand the farm beyond the proposed grow area.

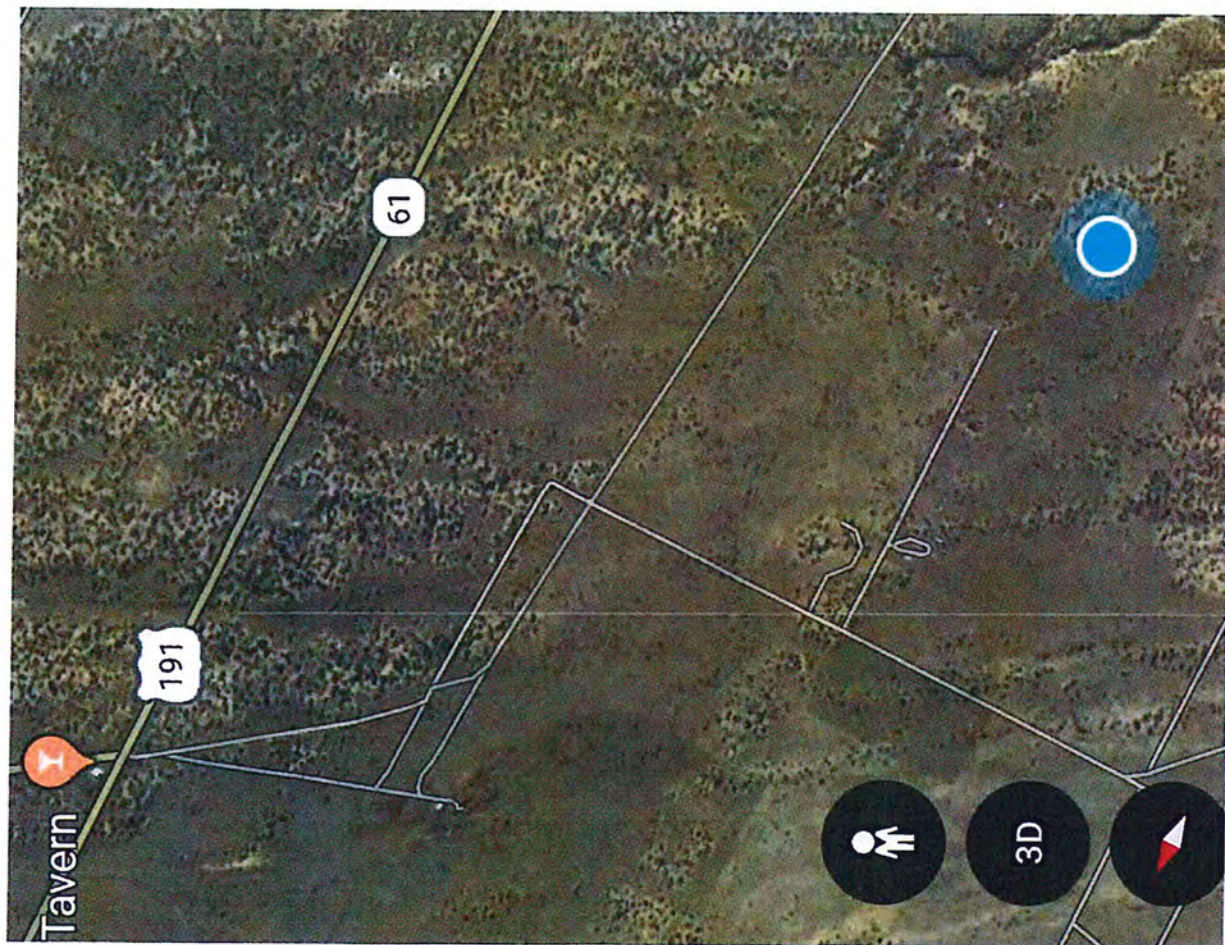
Site Plan

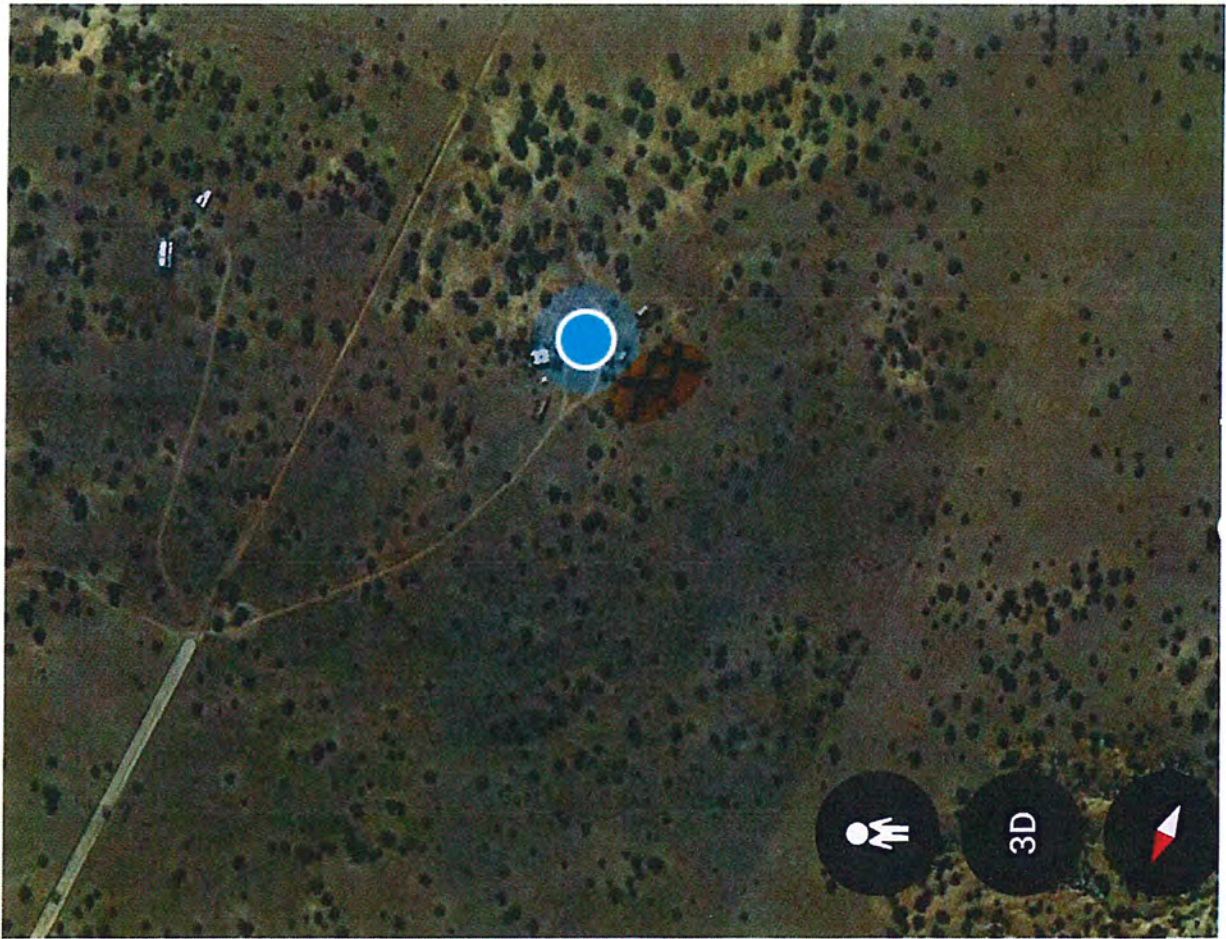
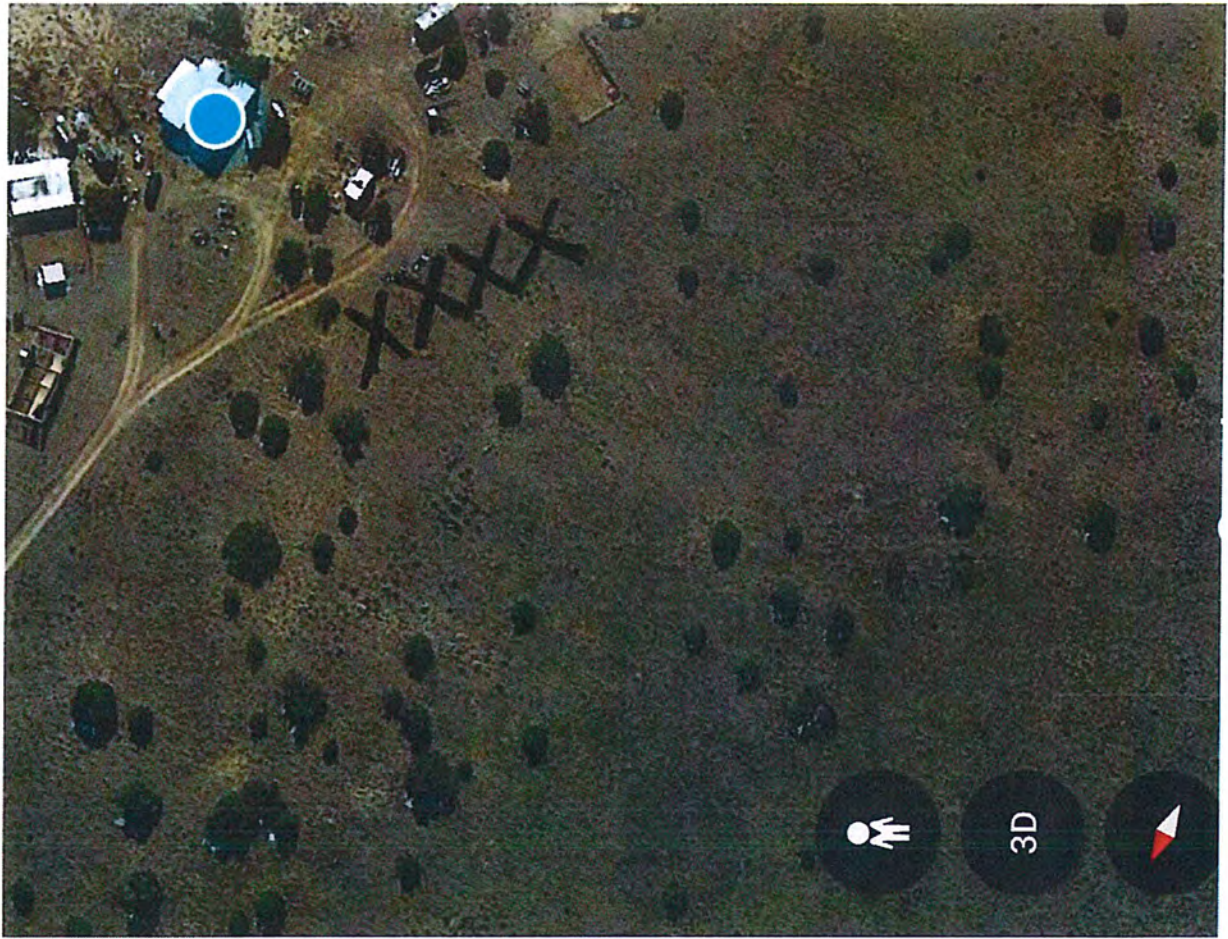


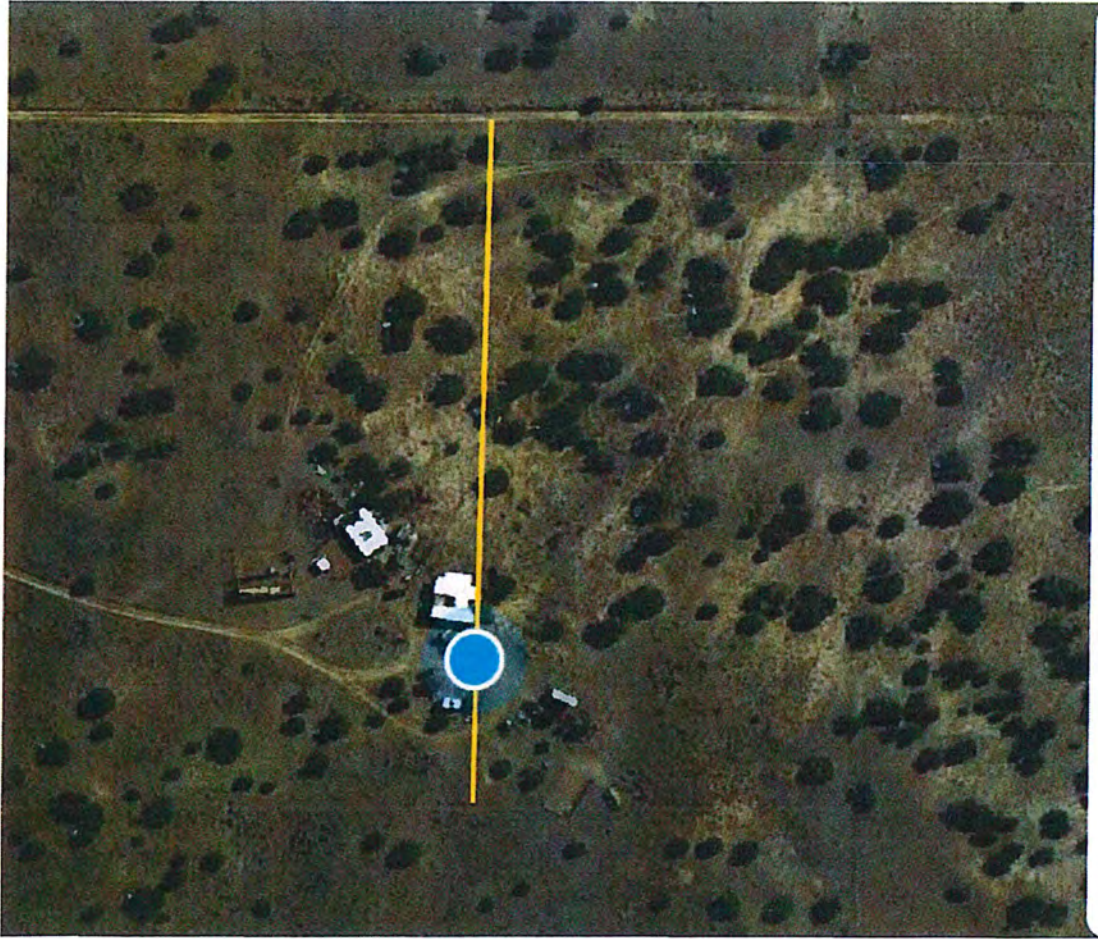
Each Graph square Represent = 5 Foot by 5 Foot

■ = corner

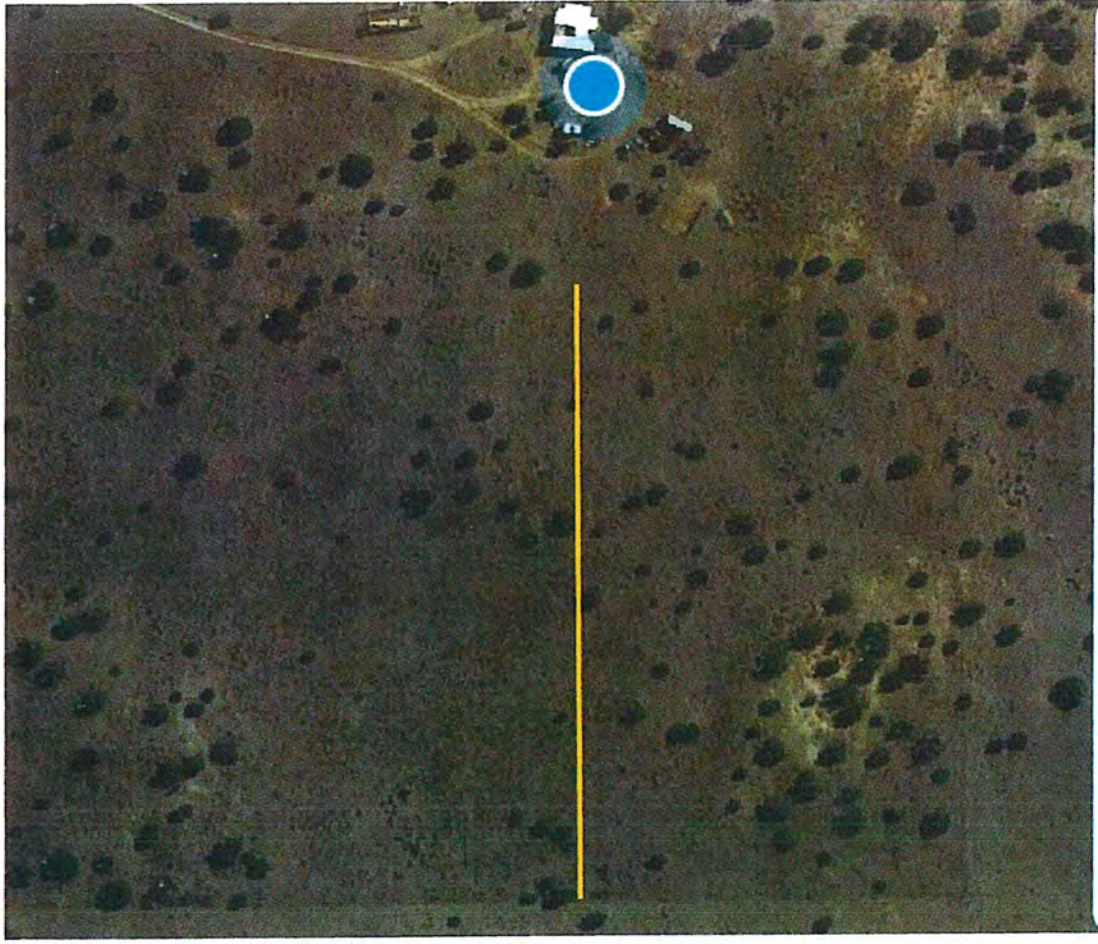
X = walkway





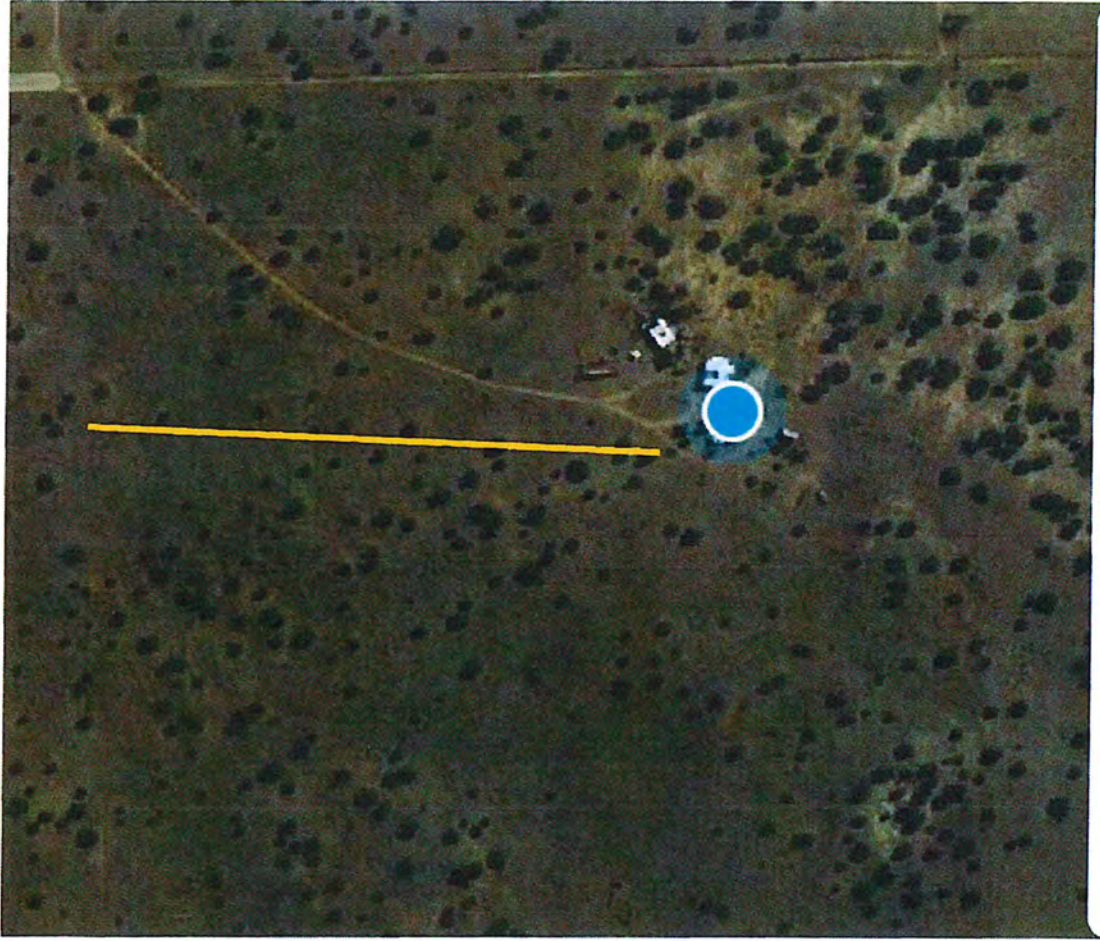


Distance ? 646 ft from Greenhouses to East property line

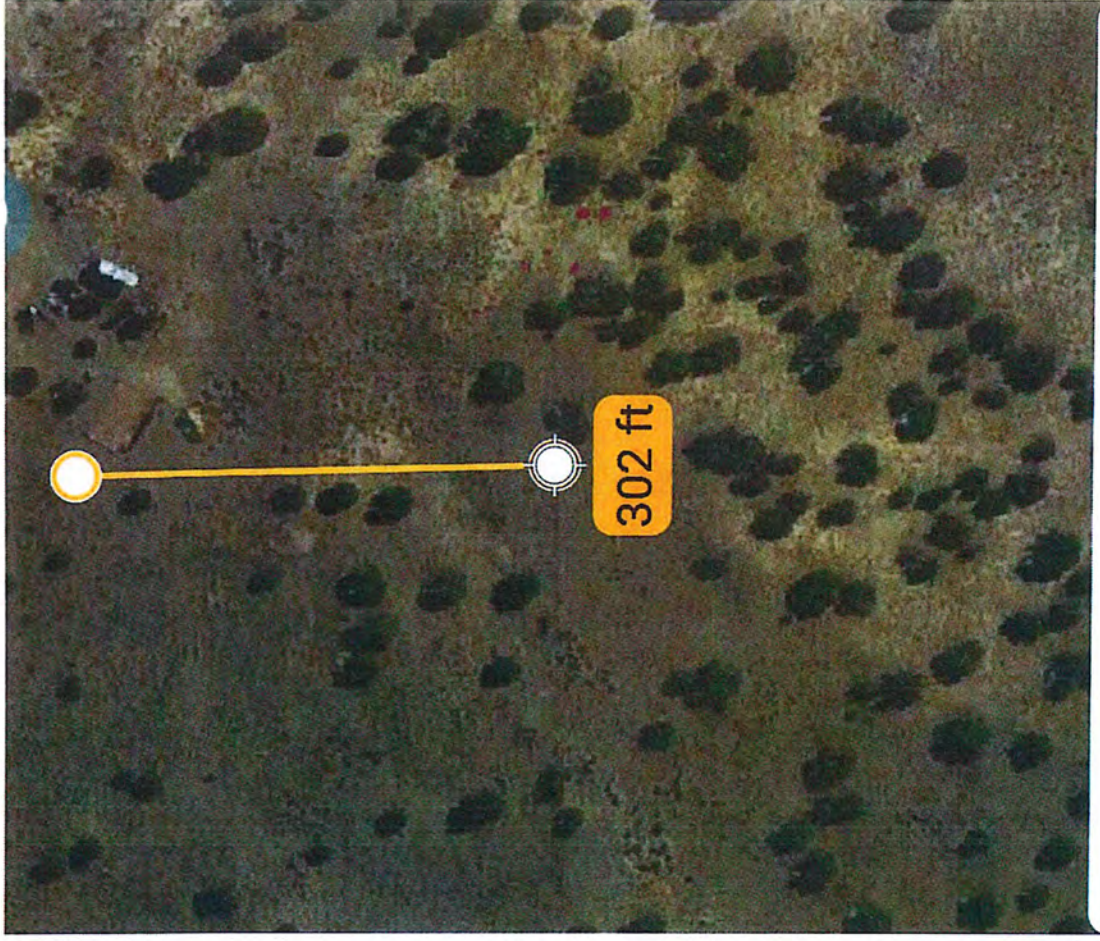


Distance ? 614 ft. from Greenhouses to West property line





Distance ② 851ft. from Greenhouses
to Northern property line 



Distance ③ from Greenhouse  Add point
To Southern
Property line

DRAINAGE ANALYSIS AND REPORT

for

GREGG LEVENDOSKI

APN: 205-26-039

APACHE COUNTY, ARIZONA



180138-19001

October 2019



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APPENDIX

- Hydraflow Calculation Results
- Figures
 - Figure 1 – Existing Drainage Map
 - Figure 2 – Proposed Drainage Map
 - Figure 3 – FEMA FIRM Map



I. INTRODUCTION

Mr. Gregg Levendoski desires to construct some new green houses on his property. The site is located on approximately 40 acres and is approximately one mile west of Highway 191 and 1.5 miles south of the Highway 191/Highway 61 intersection and approximately 25 miles north of Saint Johns. The project is the Northeast Quarter of the Southwest Quarter of Section 10, Township 17 North, Range 29 East of the Gila & Salt River Meridian, Apache County, Arizona. The site is located on parcel 205-26-039.

The purpose of this report is to provide the results of the drainage analysis that was performed, estimating the produced flows for the 2-year, 10-year, 50-year and 100-year storm events for the pre-development and post-development conditions and provide calculations for handling these flows.

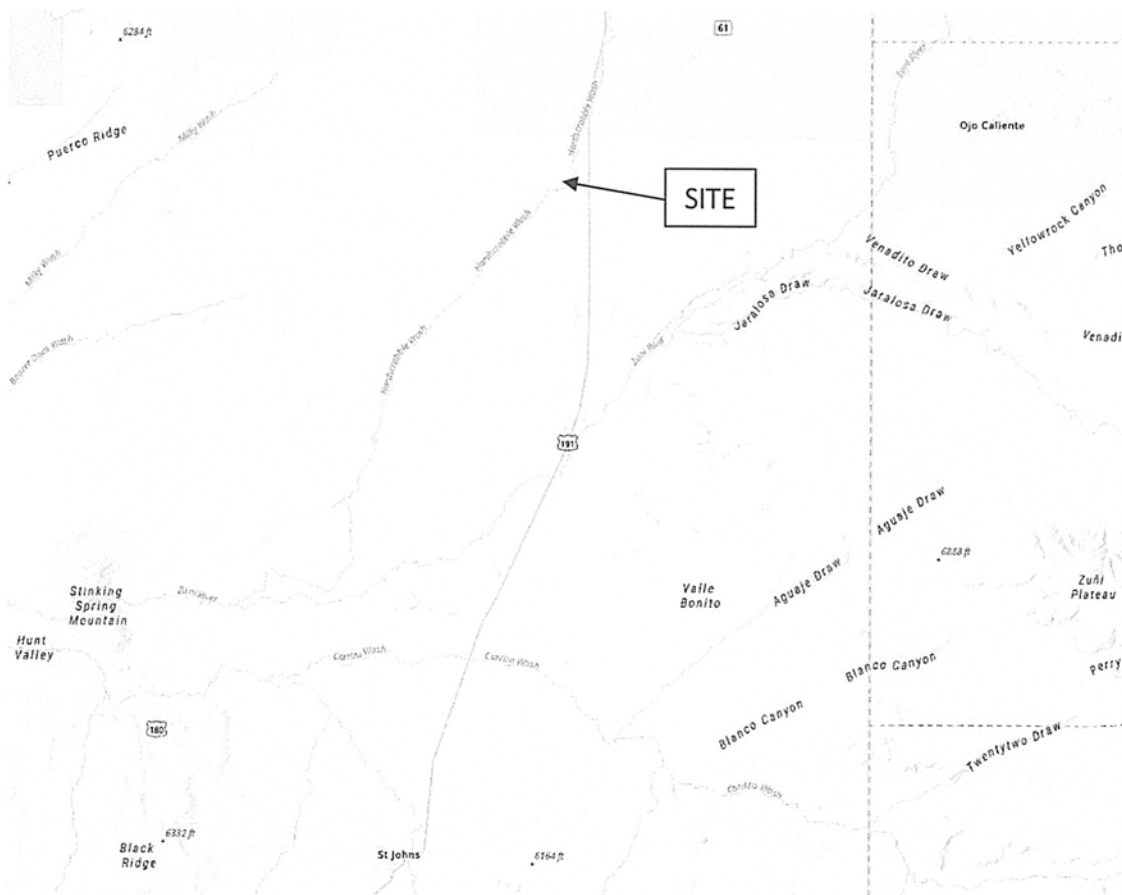


Figure 1. Vicinity Map

II. METHODOLOGY

The analysis methodology was based on the Rational Method. Times of concentration were determined using the US Federal Aviation Agency (FAA) method. The AutoCAD Civil 3D “Hydraflow Hydrographs Extension” was used to calculate the peak flows for the 2-year, 10-year, 50-year and 100-year events.

An IDF Table was prepared for the calculations using the NOAA Atlas 14 website. Precipitation intensities were input for the 5-minute, 15-minute, 30-minute and 60-minute durations.

III. EXISTING CONDITIONS

The existing site is currently in its natural condition with grasses and brush covering the site, along with some juniper trees. The terrain was estimated using a USGS Map as well as aerial photography.

The site is located at the top of a ridge; therefore, there is not any storm water flowing onto the site. The site generally drains to the east and to the west. The existing buildings and proposed construction appear to be near located in the west drainage area, draining to the southwest. Calculations were made to estimate the existing 2-year, 10-year, 50-year and 100-year flows to the outfall point (Outfall) which is indicated as “Outfall” on the Existing Drainage Map, located in the Appendix. It appears the drainage area flows to the southwest to a low-lying natural drainage swale. The drainage area to the Outfall was estimated to be 4.59 acres.

A Runoff Coefficient C-value of 0.35 was used for the existing natural conditions and a value of 0.85 was used for the portion of the drainage area with improvements.

Using the AutoCAD Civil 3D “Hydraflow Hydrographs Extension” computer modeling program, the existing flows were estimated as follows:

- 2-year = 3.4 cfs
- 10-year = 5.4 cfs
- 50-year = 7.6 cfs
- 100-year = 8.7 cfs

IV. PROPOSED CONDITIONS

The owners of the site plan to add four (4) 110' x 36' greenhouses to the site. Drive areas will also be included around the greenhouses. The greenhouses will be located west of the existing improvements to the site. A Proposed Drainage Map is in the Appendix of the report, indicating the approximate proposed construction.

An analysis was completed, based on improvements made to the site. The proposed conditions will have the same overall drainage area that was used for the existing conditions. The only changes will be to the Roughness Coefficient, based on the improvements that will be constructed on the project site. A new detention basin will be constructed to mitigate the increased flows due to the addition of impervious areas as part of construction of the project. A roughness coefficient of 0.57 was used for the drainage area that will flow directly to the detention basin. A coefficient of 0.35 was continued to be used for the natural portions of the drainage area, and 0.85 for the improved areas, including the area with the new greenhouses. It was assumed that the entire drainage area will flow to the new detention basin.

Using a hydrograph model for the proposed project, Table 1 indicates the results of the analysis. The results at the Outfall location are downstream of the new detention basin.

Table 1. Proposed Flow Rates

Drainage ID	2-year	10-year	50-year	100-year
Proposed	4.5	7.1	10.1	11.5
Outfall	2.5	4.4	5.9	6.5

When the existing flows at the Outfall (Section III) are compared to the proposed flows at the Outfall in Table 1, it can be seen that all of the proposed flows are less than the existing flows, because of the detention effect.

The new detention basin will be located at the southwest end of the drainage basin. The basin will be two-feet deep with a footprint size 155' x 60'. The side slopes will be 4:1 (H:V) and have a minimum volume of 10,000 cubic feet. The detention basin shall be constructed at a location where it collects all the storm water that flows off the new greenhouses. The outlet for the detention basin will be a 18" corrugated metal pipe. The invert of the pipe will be at the bottom of the basin to allow the basin to empty. The pipe was estimated to be 50 feet in length and be installed at a slope that matches the existing ground. The pipe will empty into the existing natural swale near the southwest corner of the site. The storm water will then make its way southward to the Hardscrabble Wash, located approximately one-quarter mile from the site. Based on the Hydraflow model, the 100-year event will cause the maximum water depth to be approximate 16-inches.

V. FEMA FLOODPLAIN

The project is located on FEMA FIRM Number 04001C3475E, dated September 28, 2007. The FEMA Map with the site indicated on it is shown on Figure 3 in the Appendix.

Based on the map, the site is located in the following flood zone:

- Other Areas, Zone D, "Areas in which flood hazards are undetermined, but possible.

Based on this information, the buildings should be built above existing ground elevation to avoid the possibility of local flooding. Because these greenhouses will be built on higher ground, up on a ridge, this shouldn't be a problem. The soil adjacent to the new buildings should slope away from the building for at least 10-feet.

VI. SUMMARY

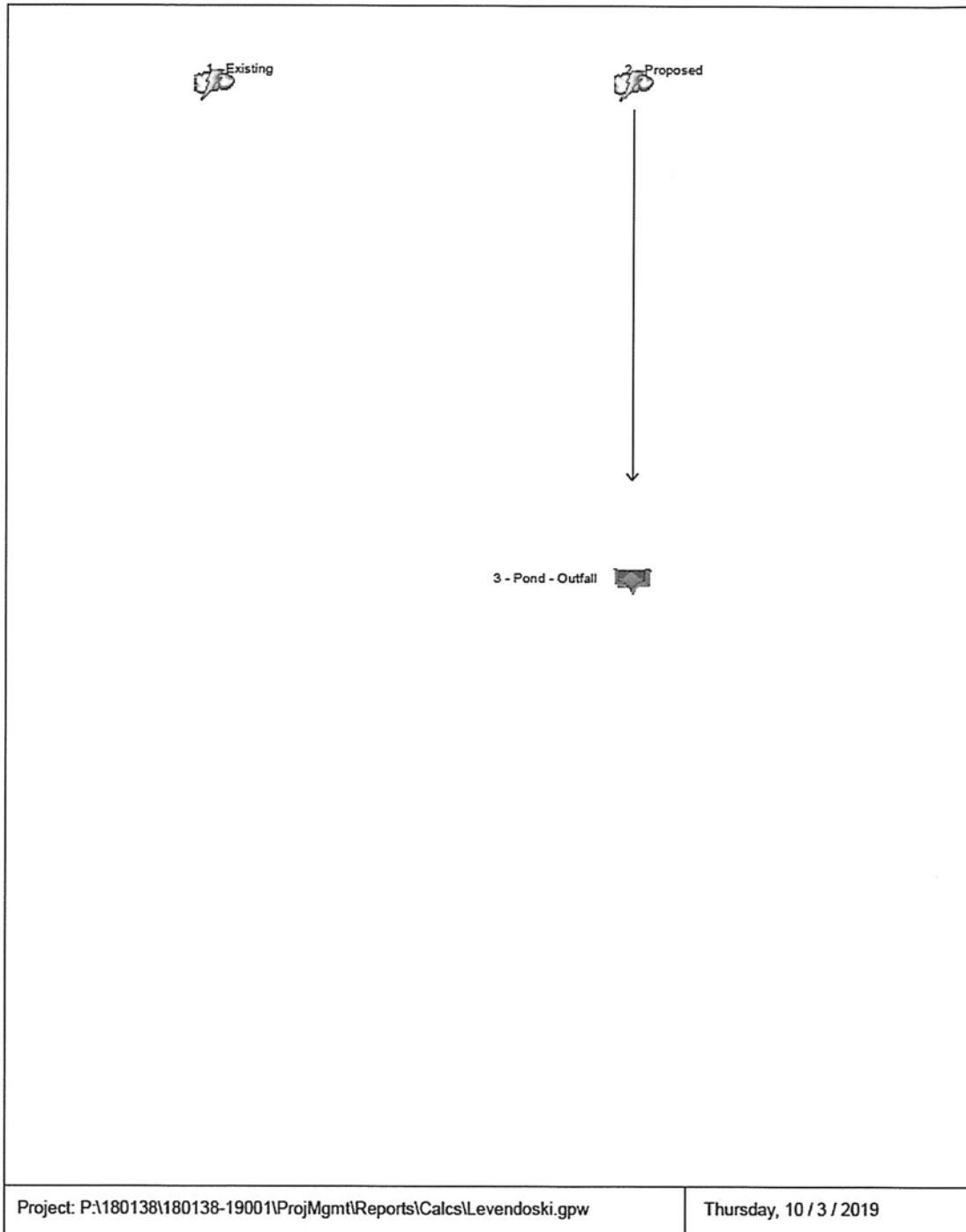
The construction of four (4) new greenhouses on the Levendoski property will cause increased storm water flows from the site. To mitigate the increase in flows, a detention basin will be constructed to control the flows off the site. The detention basin will reduce the flows to less than the existing flows off the site.

Appendix

Hydraflow Calculation Results

Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	3.377	1	22	4,457	----	----	----	Existing
2	Rational	4.481	1	19	5,085	----	----	----	Proposed
3	Reservoir	2.530	1	27	5,078	2	6177.74	2,740	Pond - Outfall
P:\180138\180138-19001\ProjMgmt\Reports\Calculation\2-year						Thursday, 10 / 3 / 2019			

2-year Flows

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	5.364	1	22	7,120	----	----	----	Existing
2	Rational	7.127	1	19	8,125	----	----	----	Proposed
3	Reservoir	4.405	1	28	8,118	2	6178.02	3,870	Pond - Outfall
P:\180138\180138-19001\ProjMgmt\Reports\Climate Periods\10 Year						Thursday, 10 / 3 / 2019			

10-year

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	7.636	1	22	10,080	----	----	----	Existing
2	Rational	10.09	1	19	11,498	----	----	----	Proposed
3	Reservoir	5.952	1	27	11,491	2	6178.23	5,368	Pond - Outfall
P:\180138\180138-19001\ProjMgmt\Reports\Climate Periods\50-year									Thursday, 10 / 3 / 2019

50-year

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

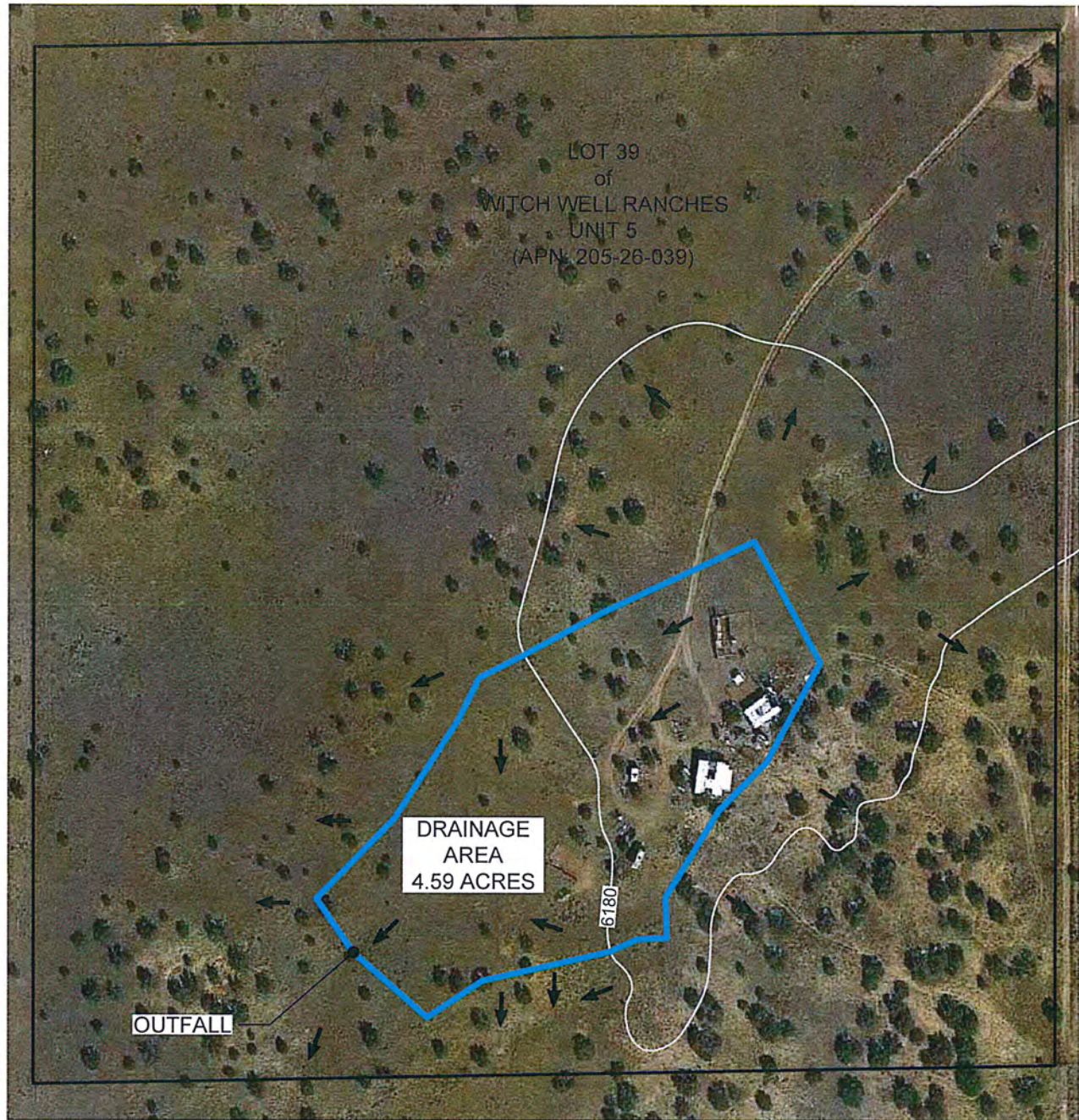
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	8.712	1	22	11,500	----	----	----	Existing
2	Rational	11.51	1	19	13,119	----	----	----	Proposed
3	Reservoir	8.530	1	27	13,112	2	6178.34	6,131	Pond - Outfall
P:\180138\180138-19001\ProjMgmt\Reports\Results\Periods\100-year									Thursday, 10 / 3 / 2019

100-year

Figures



0 100' 200'
SCALE: 1" = 200'



TERRAPIN TRAIL (COUNTY ROAD 7202)

10/3/2019 8:08:20 AM - P:\180024\180024-18001\CAD\180024-18001\DRAINAGE PLAN.DWG - WILL FLAKE



176 N. Main Street
Snowflake, AZ 85937
Phone: (928) 537-7218

Gregg Levendoski
GREEN HOUSE CONSTRUCTION
DRAINAGE ANALYSIS

EXISTING
DRAINAGE
MAP

Project No.: 180138-19001

Date: 10/2/2019

Designed By: WWF

FIGURE

1

Bar Measures 1 inch

Copyright: Tetra Tech



0 50' 100'
SCALE: 1" = 100'



176 N. Main Street
Snowflake, AZ 85937
Phone: (928) 537-7218

Gregg Levendoski
GREEN HOUSE CONSTRUCTION
DRAINAGE ANALYSIS

PROPOSED
DRAINAGE
MAP

Project No.: 180138-19001

Date: 10/2/2019

Designed By: WWF

FIGURE

2

Bar Measures 1 inch

Copyright: Tetra Tech

10/3/2019 8:08:21 AM - P:\180024\180024-18001\CAD\SHSHEETFILES\RAINAGE PLAN.DWG - WILL FLAKE

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 3475E

FIRM
FLOOD INSURANCE RATE MAP
APACHE COUNTY,
ARIZONA
AND INCORPORATED AREAS

PANEL 3475 OF 5425
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
APACHE COUNTY 040021 3475 E

Notes to User: The Map Number shown below should be used when placing this order; the Community Number shown above should be used on insurance applications for the subject community.

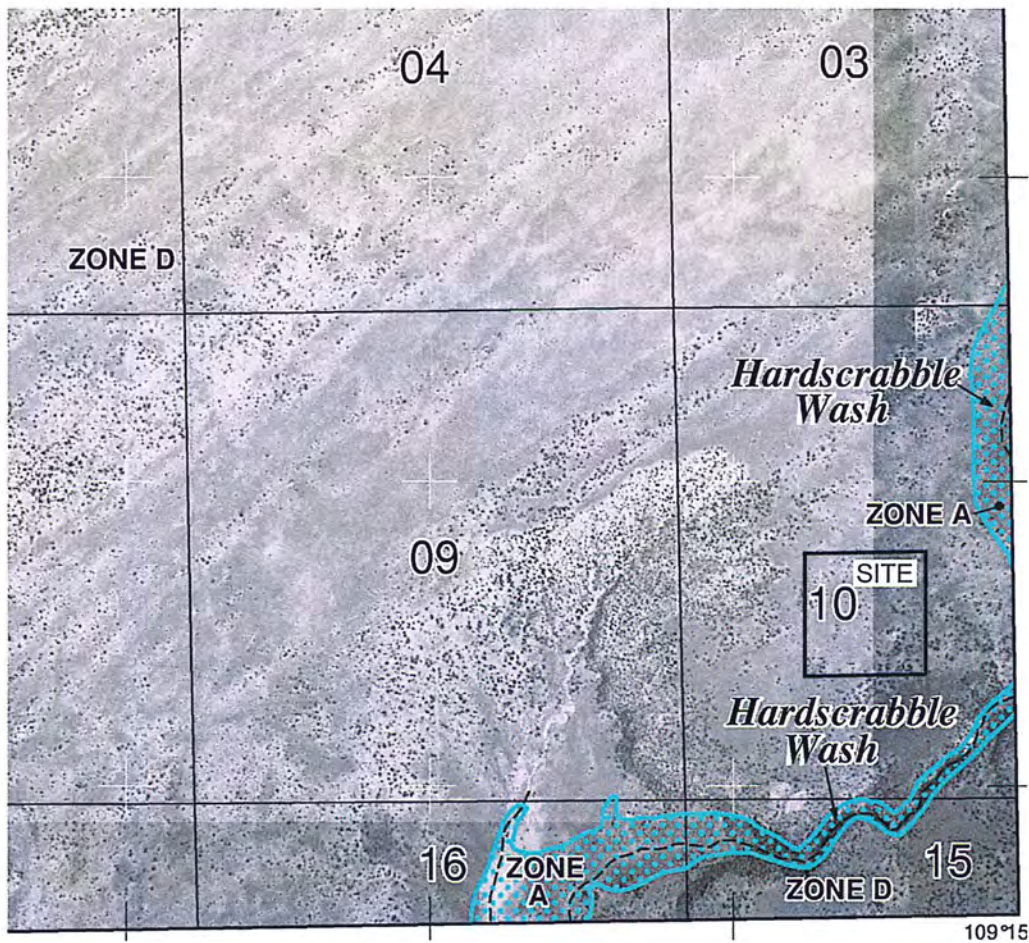
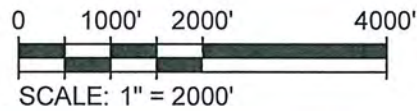


MAP NUMBER
04001C3475E
EFFECTIVE DATE
SEPTEMBER 28, 2007

Federal Emergency Management Agency

LEGEND

- OTHER AREAS
- ZONE X Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D Areas in which flood hazards are undetermined, but possible.



176 N. Main Street
Snowflake, AZ 85937
Phone: (928) 537-7218

Gregg Levandoski
GREEN HOUSE CONSTRUCTION
DRAINAGE ANALYSIS
FEMA
FIRM
MAP

Project No.: 180138-19001
Date: 10/2/2019
Designed By: WWF

FIGURE
3

Bar Measures 1 inch

Copyright: Tetra Tech

10/3/2019 8:08:31 AM - P:\180024\180024-18001\CAD\ISHEETFILES\DRAINAGE PLAN.DWG - WILL FLAKE

Impact Statement

Our proposed use will be to construct 4 greenhouses over a period of years each greenhouse will be constructed in such a way as to collect rain water in a gutter system to water storage containers which will be used to water greenhouses. Additional water will be hauled in until the present state licensed well can be fixed then we will be utilizing our own well.

In the beginning there will only be 2 employees that reside on the property therefore there will be no daily traffic in and out of property. We will seek state licensed trimmers once we get to that stage.

Due to this being an agriculture project being done in greenhouses I foresee no issues with refuse and sewage at this current time, any refuse collected shall be taken to Blue Hills dump . There is a septic tank on property as it is also residential property. And we will be growing organically so I see no issues with pollutants or chemicals. The current layout of greenhouse buildings requires no tree removal or any changes to landscaping. Each greenhouse will be equipped with a fire extinguisher and first aide kits for safety purposes

As of this current time any processing shall be done in greenhouses or buildings currently on property

No services are expected to be required of the county, and no unusual dust shall be made on traffic areas. Presently we drag our roads to keep them somewhat maintained as they are non maintained roads.

Our closest neighbors are on an adjoining 40 acre parcel it is not a full time residence they currently spend about 2 weeks a year at said property

Gregg Levendoski
Tawanna Wright
P.O. Box 977
St. Johns, AZ
85936

Neighborhood Meeting (Section 1106.B.2.a-b)

Dear Neighbors,

Please let me introduce myself and my wife, my name is Gregg Levendoski and my wife is Tawanna Wright

We live at an adjoining property here in Witch Well. I am located at #25 county rd. N7202. I am seeking a special use permit to grow and process industrial hemp on my property.

I am required to notify you by letter of the community meeting that will be held at my property on August 31, 2019 @ 3:00pm

This meeting is to notify you of our intentions and to give you a chance to ask questions, express concerns or to express interest or approval.

At this meeting we will detail out our 5 year plan to develop our property.

If you are unable to attend and wish to speak to me by phone, text, email or mail our contact information is below, or if you wish to contact the Apache County Planning and Zoning directly to pass on your approval or concerns with this zoning change you may contact them at:

Apache County Community Development: Planning and Zoning
Division

Devon Brown - Director 928-337-7547

Shawna Pierce – Executive Assistant 928-337-7526

Our Contact information:

Phone and Text # 928-321-8016

Email address: gplevendoski@yahoo.com

Mailing address: P. O. Box 977 St. John, AZ 85936

Community Meeting for special use permit for Industrial Hemp

Notices sent out 9/14/2019 at 1:40 pm from St. Johns post office to the 7 surrounding property owners date was set for August 31, 2019 @ 3:00pm

8/16/2019 Richard and Linda Mitchem parcel # 205-26-040 called where plans were discussed for the special zoning permit and what it might do to their property value. We informed them while we don't know what it could possibly do to their property value but they are welcome to contact planning and zoning with any questions we are unable to answer at this time. They are planning on attending the meeting

8/18/2019 11:20 am email sent by Ron and Debbie Green parcel # 205-26-035
8/19/2019 Gregg responded to email addressing questions of fencing and visibility issues along with inquiry to water availability
8/19/2019 4:30pm-4:45pm call from Ron Green sending their support and wish us luck on our venture

8/30/2019 6:30am posted on social media and local social media pages that there will be community meeting on our property and everyone wishing to attend is welcome

8/31/2019 5:57am email from John Jackson parcel # 205-26-038 stating that he would be unable to attend but had a few questions to be addressed 6:32am responded to questions

8/31/2019 10:45am Gregg attended Witch Well Farmers Market reminding everyone that the meeting will be this afternoon on our property and anyone wishing to attend is more than welcome to attend

8/31/2019 3:02pm – 4:53pm meeting 8 people in attendance of meeting where we explained our plans for a Hemp farm questions were asked and answered no opposition was shown at that time for our plans

Side Note 9/1/2019 7:15pm ran into neighbors Richard and Linda Mitchem in Basha's in Sanders where Richard approached started conversation about the hemp where he proceeded to tell me that he is on the fence with this hemp thing but \$500.00 could persuade him, I would have normally taken this as a joke but due to past relations with them I thought I should include this discussion.

Information to support application

Arizona's Industrial hemp program is in it's infancy. The hemp farm act of 2018 is a law to remove hemp (defined as cannabis with less than 0.3% THC) from schedule 1 controlled substance and making it an ordinary agricultural commodity. Its provisions were incorporated in the 2018 United States farm bill that became law on December 20, 2018. Also in December 2018 the USDA also approved pilot programs to study hemp.

This has given us the opportunity to be able to apply with The Apache County Planning and Zoning committee to Grow Harvest and process of Hemp an agricultural products.

We are a small mom and pop operation (as we are presently only two people) and intend to operate a small farm that will bring us an income and self sustainability.

I foresee that the first year will be building the first of 4 greenhouses and doing strain trials to evaluate the strains of Industrial hemp that will grow well in the climate and elevation that I live.

Our plan as of now is to grow the hemp and harvest the flowers which will be dried trimmed with hand scissors in the greenhouse, the next step is to "Cure" them to ensure the flavors. After which time we will package the flowers for sale as an agricultural product, all trimmed flowers will be locked in a shipping container that is already on the property, sale may be done through a broker or retail system, at this point we have not gotten there and are playing it by ear. Learning as we go like everyone else.

The Biomass Stalks will we collected and stored so that we can run them through a wood chipper and make Hemp Bricks with them as a building material. Our intention is to make enough hemp bricks and build a small home with them all the while offering free workshops on how to grow and make hemp bricks thus educating others in our area of the incredible Uses of Industrial Hemp.

As we progress we have a goal to begin making our own Brand of CBD Hemp Oil, which is used in a wide range of homeopathic and alternative therapy for many ailments.

This will be done in any and all ways that the law prescribes,

The equipment that we will be using in our farming venture include, water tanks, hoses, pumps, fans, Trimming scissors, saws and pruning shears, Grow bags, netting and stakes to hold up plants, glass jars, plastic vacuum seal bags, curing bins and scales, closed loop system, plant nutrients, watering cans, rotatory vaporizer, humidifier, A/C, Swamp coolers. These are the things that I can think of and as I said before we are like the laws, in our infancy and want to grow and become a Positive imprint on our community.

With regards to our future, we hope to grow up a bit more. We have spoken to 3 of our neighbors who own adjoining properties and even thou we are not in a position to do so now have one firm price to acquire the property and another one that is actively trying to sell there home and the last one is going to be getting back to me with a proposal.



Lynn Wright <wahhiyah@gmail.com>

Fw: Neighborhood meeting

2 messages

Gregg Levendoski <gplevendoski@yahoo.com>
Reply-To: "gplevendoski@yahoo.com" <gplevendoski@yahoo.com>
To: Lynn Wright <wahhiyah@gmail.com>

Sun, Aug 18, 2019 at 4:11 PM

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Ron Green" <rgazgreen@gmail.com>
To: "gplevendoski@yahoo.com" <gplevendoski@yahoo.com>
Sent: Sun, Aug 18, 2019 at 11:20 AM
Subject: Neighborhood meeting
Hello Gregg and Tawanna

My wife Debbie and I are in receipt of your notice of a neighborhood meeting. We will not be able to attend, so we are responding by email.

Just out of curiosity I have a couple of questions. Do you have a way to get adequate water for this and do you have to put up extensive fencing?

As long as it is done neatly, we have no objections. Our only concern is that is done in a way which will not discourage someone from purchasing our property in the future.

Good luck in your venture, we use the oil for one of our dogs and it has helped him tremendously.

Ron and Deb Green
Parcel 205-26-035

Ron Green
Long Realty / Dove Mountain

520-419-2984
rgazgreen@gmail.com
Fax 520-572-6714

"Politicians and diapers need to be changed often, and for the same reason!"

Mark Twain

Gregg Levendoski <gplevendoski@yahoo.com>
Reply-To: "gplevendoski@yahoo.com" <gplevendoski@yahoo.com>
To: Lynn Wright <wahhiyah@gmail.com>

Mon, Aug 19, 2019 at 10:29 AM

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Gregg Levendoski" <gplevendoski@yahoo.com>

To: "rgazgreen@gmail.com" <rgazgreen@gmail.com>

Sent: Mon, Aug 19, 2019 at 10:22 AM

Subject: Re: Neighborhood meeting

Debbie and Ron,

Thank you for your quick response

To answer your question about the water issue. I have a licensed well on my property.

My property is fenced in now and the state has no required fencing.

To address the issues of it being seen by anyone we will be growing in greenhouses and they are at the rear of the property.

I am sorry that you are unable to make the meeting here. But I would love to speak by phone.

Thank you so much for your time and consideration.

Gregg and Tawanna.

928-321-8016

Sent from Yahoo Mail on Android

[Quoted text hidden]



Lynn Wright <wahhiyah@gmail.com>

Fw: Witch Wells

2 messages

Gregg Levendoski <gplevendoski@yahoo.com>
Reply-To: "gplevendoski@yahoo.com" <gplevendoski@yahoo.com>
To: Lynn Wright <wahhiyah@gmail.com>

Sat, Aug 31, 2019 at 6:36 AM

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Gregg Levendoski" <gplevendoski@yahoo.com>
To: "jjackson.jackson24@gmail.com" <jjackson.jackson24@gmail.com>
Sent: Sat, Aug 31, 2019 at 6:32 AM
Subject: Re: Witch Wells

Good morning John,

Sorry you are unavailable to attend the community meeting.

Your property is nextdoor to me.

I have been living here full time for 5+year's now. I have a well and haul water when needed. I presently use the roads N7200 and N 7201 and N7202.

The impact of my project will not affect your property. I plan on growing industrial Hemp in greenhouses. I do not expect to bother anyone else out here and I will present your concerns to the county and the planning and Zoning committee when I file my report.

I am available for a phone call.

My number is 928-321-8016

Thank you for your response and I will note your email and present it to the county.

Any further questions please feel free to contact me.

Gregg Levendoski and Tawanna Wright

Sent from Yahoo Mail on Android

On Sat, Aug 31, 2019 at 5:57 AM, John Jackson
<jjackson.jackson24@gmail.com> wrote:

Hello Gregg,

Sorry this enquire of mine is getting to you so late. I obviously wont be able to make it to the meeting today. I just have a few questions for you.

Where is your property located from mine? How will you get water?

Which road will you be using? I bought my property to get away and have peace and quiet. Will your farm have any impact on that?

That's all of my concerns.

Thank you,

Sincerely,
John Jackson

Gregg Levendoski <gplevendoski@yahoo.com>

Sat, Aug 31, 2019 at 9:00 AM

Reply-To: "gplevendoski@yahoo.com" <gplevendoski@yahoo.com>
To: Lynn Wright <wahhiyah@gmail.com>

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Gregg Levendoski" <gplevendoski@yahoo.com>
To: "jjackson.jackson24@gmail.com" <jjackson.jackson24@gmail.com>
Sent: Sat, Aug 31, 2019 at 8:59 AM
Subject: Re: Witch Wells

Definitely looking forward to meeting you. My number is 928-321-8016. And myself and wife are permanent residence here. We hike and know the canyon well.
Have a wonderful weekend and thank you for reaching out to me.
We look forward to being harmonious with the environment and building community.

Sent from Yahoo Mail on Android

On Sat, Aug 31, 2019 at 8:52 AM, John Jackson
<jjackson.jackson24@gmail.com> wrote:

Thank you for your quick response. Looking forward to meeting you all on my next trip up.
[Quoted text hidden]

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Planning & Zoning

Date/Signature: RR 10/21/19

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

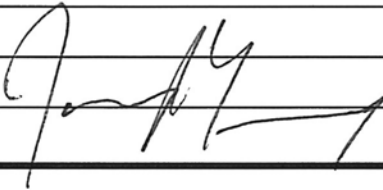
CONSENT AGENDA: Consideration and possible approval of a Conditional Use Permit allowing Justine Plant to place a 1996 manufactured home on a 25.73-acre parcel as a guest house. Property is owned by her grandparents, Keith & Patsy Plant and her Father, Leon Plant. Property is located off Highway 180A in Hunt, AZ. A.P.N. 204-07-007D. The Planning & Zoning Commission unanimously recommended approval October 3, 2019 with conditions.

BOS Meeting Date Requested November 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER

CUP to place an older manufactured home

APPLICANT/PROPERTY OWNER

Justine Plant

PUBLIC HEARING DATE

November 5, 2019

PROPERTY ADDRESS/LOCATION

34396 Highway 180A, Concho, AZ**BRIEF SUMMARY OF REQUEST**

Applicant is wanting to place a 1996 manufactured home on her family's 25-acre parcel as a guesthouse. She also wants to place a third home in the future for another family member.

The first guesthouse is already purchased and placed on the property. The applicant will be replacing the siding and windows as well as changing the color of the home to grey; they will also be adding new porches on all exits and a new rain gutter system. The applicant also plans to remodel the inside as well.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General	Residential	Ag General; residential, agricultural	House, accessory building	25.73 Acres

STAFF RECOMMENDATION**APPROVE****APPROVE WITH CONDITIONS****DENY****COMPATIBILITY with the COMPREHENSIVE PLAN**

The Comprehensive Plan contains a goal of improving the appearance of the county. Part of that goal was to create an ordinance to prohibit RV's and manufactured homes in certain areas. The ordinance eventually adopted limits trailers over 15-years old.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

Manufactured homes older than 15 years require a Conditional Use Permit before they can be placed. One guesthouse is allowed on parcels of 5 acres or more. But additional guesthouses require a CUP.

PROPERTY INFORMATION

Property is owned by grandparents Keith & Patsy Plant and applicants Father, Leon Plant. The eastern side of the property abuts the highway in Hunt. The existing house and accessory structures sit in the middle of the property. The proposed two additional houses would be on the north and south sides of that existing house.

Recommendation - Approve the placement of the 1996 manufactured home.

The planning & Zoning Commission unanimously recommended approval October 3, 2019 as follows:

1. Allow the placement of the 1996 manufactured home as presented, with the updates and improvements to be completed by July 15, 2020.
2. The applicant must return for zoning approval before the third home can be placed on the property. Applicant does not know when or where the home will be placed, so the neighbors and the commission will need to be notified of that in the future through a Conditional Use Permit.



APACHE COUNTY — Community Development Department

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

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Justine / Patsy Plant
Mailing Address HC 65 Box 34302
Concho AZ 85924
Contact Person Justine Plant
Phone 928-245-2265 Fax _____
Email Toeshoes42@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 204-07-007D
Township 14N Range 25E Section _____
Subdivision _____
Unit # _____ Lot # _____
Address/Location 34396 HWY 18A
Concho AZ 85924
Existing Zoning _____
Existing Land Use _____
Lot Size 25.73

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

Place a second manufactured
home older than 15 years
and add a third home
in the future

Temporary Use: ____ Yes ____ No

OFFICE USE ONLY

Received By Spencer Date 7/30/19
Receipt # _____ Fee \$300
Permit # 2019-31
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

SUBMITTAL CHECKLIST

- ☒ Pre-application meeting with a staff planner in the Planning and Zoning Division.
- ☒ Proof of Ownership.
- ☒ Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- ☒ Citizen Review Process as listed in ordinance Section 1106. And 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.
- ☐ All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

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

J Plant Date 7/15/19

Signature of Property Owner (if not the applicant)

Patsy Plant Date 7/15/19

COMMISSION ACTION

☐ Approved ☐ with Conditions ☐ Denied
Resolution # _____ Date _____
Chairman _____ Date _____

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied
Ordinance # _____ Date _____
Supervisor _____ Date _____

5/16/2019

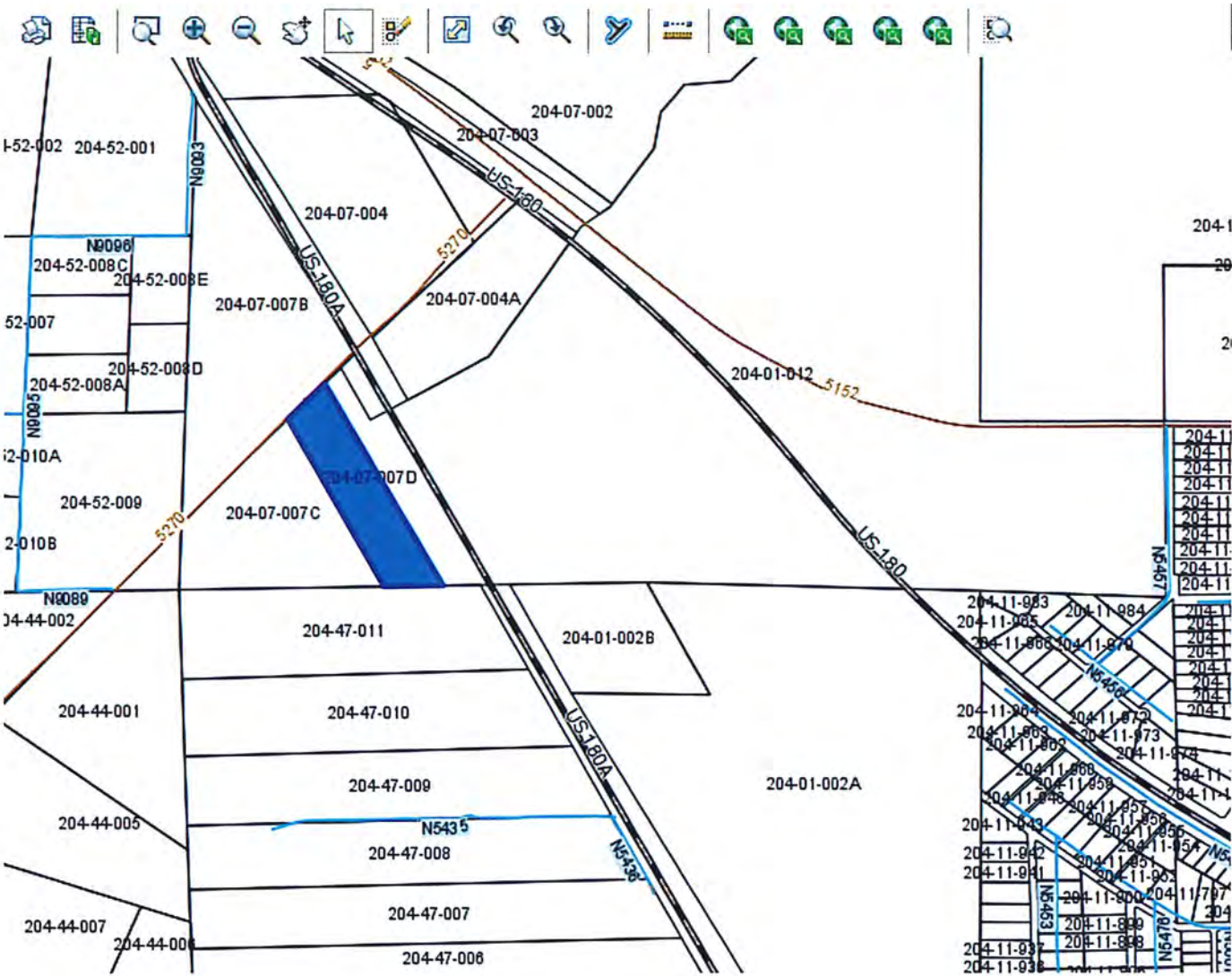
Apache County
Community Development

Conditional Use Permit Condition (s)

Name Justine Plant

Permit #2019-31

1. Allow the placement of the 1996 manufactured home as presented, with the updates and improvements to be completed by July 15, 2020.
2. The applicant must return for zoning approval before the third home can be placed on the property. Applicant does not know when or where the home will be placed, so the neighbors and the commission will need to be notified of that in the future through a Conditional Use Permit.



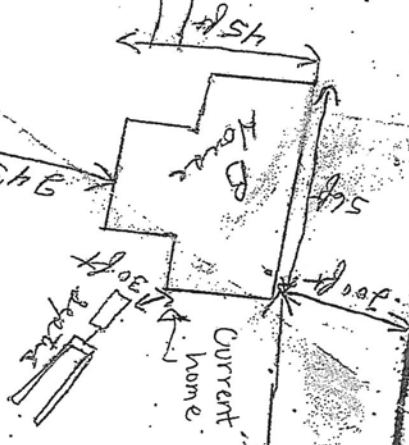
14N 25E 10
204-07-0070
684.25

Proposed
Grid home

N 26° 16'

1514.012

1524.75



7D

600 ft



180.0

RD. # 5270
680.24

03
CTX

Shanna Pearce

To: Justine Plant
Subject: RE: Conditional Use Permit Application



Attached is the picture of our house that we would like to move to the property. To purchase this home we had agreed to clean up the property before moving it. I only have pictures of after , Although we do need to still haul off the porch and trash below it. I will attach a before and after of the inside as well so you can get an idea of what the outside looked like. As for cleaning up the house we will be replacing the siding and windows as well as changing the color of the home to grey. We will also be putting new porches on all exits and a new rain gutter system. We plan to fix up the inside as well and make it a nice addition to our community.

1/31/2019

Dear Neighbor,

Your neighbors, Leon and Justine Plant, we are applying for a conditional use permit through Apache county for a manufactured home that is 22 years old, will be adding an additional home for our family on 34396 highway 180A; parcel number 204-07-007D . Soon we will be preparing the site for the manufactured home.

We would like to share the plans with the neighbors and discuss any questions or concerns you may have. We will be available on Wednesday, February 13th from 5:30p.m. to 6:30p.m. at our home, located just off highway 180A at mile marker 344. Should this meeting time not work with your schedule, you are welcome to contact us by phone or email before said meeting date and we can discuss any questions you may have.

Preparation for this manufactured home will commence in late April and it will be brought over shortly thereafter. Please know we will make every effort to monitor our subcontractors and craftsmen to ensure sensitivity to our neighborhood and maintain a clean job site. The initial stages of construction do require larger vehicles such as a backhoe trailer and cement trucks, so we will be working diligently and appreciate your patience during these stages. If you have any concerns or questions throughout the duration of our construction phase, please feel free to text or call at 928-245-2265 or email at Toeshoes42@gmail.com. You could also correspond by mail at HC 65 BOX 34302 Concho AZ, 85924.

Thank you so much for your time.
-Leon and Justine Plant.

Meeting called to order at 5:45 PM on Wednesday, February 13th, 2019

We are putting another manufactured home on the north east end of our property.

The home is 22 years old and needs a little TLC but we plan to gut, reside and possibly add on in the future to make the home a nice addition to the property.

Additionally we are looking to put a third home on the south east end of our property.

We then walked out of the house and showed all in attendance where the house was being set. and where the possible third house may be put.

Meeting was then opened for questions.

-- No questions were asked.--

Meeting adjourned at 6:05 pm.

Subject: Re: Dear Neighbor
From: Tyna Kay McDevitt (fotokay@gmail.com)
To: plant_ranch@yahoo.com;
Date: Sunday, February 10, 2019 10:43 AM

I have no problems with putting a manufactured home on this property. I have know this family for many years.and the area will be clean and neat. I am all for this. I own the property just above them on county road 5270.Thank you.

Kay McDevitt

On Sun, Feb 10, 2019 at 9:29 AM Patsy Plant <plant_ranch@yahoo.com> wrote:

1/31/2019

Dear Neighbor,

Your neighbors, Leon and Justine Plant, we are applying for a conditional use permit through Apache county for a manufactured home that is 22 years old, will be adding an additional home for our family on 34396 highway 180A; parcel number 204-07-007D . Soon we will be preparing the site for the manufactured home.

We would like to share the plans with the neighbors and discuss any questions or concerns you may have. We will be available on Wednesday, February 13th from 5:30p.m. to 6:30p.m. at our home, located just off highway 180A at mile marker 344. Should this meeting time not work with your schedule, you are welcome to contact us by phone or email before said meeting date and we can discuss any questions you may have.

Preparation for this manufactured home will commence in late April and it will be brought over shortly thereafter. Please know we will make every effort to monitor our subcontractors and craftsmen to ensure sensitivity to our neighborhood and maintain a clean job site. The initial stages of construction do require larger vehicles such as a backhoe trailer and cement trucks, so we will be working diligently and appreciate your patience during these stages.

If you have any concerns or questions throughout the duration of our construction phase, please feel free to text or call at 928-245-2265 or email at Toeshoes42@gmail.com. You could also correspond by mail at HC 65 BOX 34302 Concho AZ, 85924.

Thank you so much for your time.
-Leon and Justine Plant.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Arizona Superior Court, Apache County

Date/Signature: 10/17/19

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

The Court requests discussion and possible approval to hire Brittany McNeil as an Automation and Field Training Director with a starting salary of \$42,500, with an effective date of October 28, 2019. ~~This position is partially funded by the State of Arizona.~~

BOS Meeting Date Requested November 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature [Signature]

Other Review: _____

Signature _____

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

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

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

Apache County Treasurer

Date/Signature: _____

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total tax to be abated: 490.32, Total Interest to be abated: 469.49; Total fees to be abated: 0.00. For a total of 959.81 For a list of parcels included in the abatement, see the attached backup.

BOS Meeting Date Requested November 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



Apache County Assessor

PO Box 770, 75 West Cleveland Street - St. Johns, AZ 85936 - (928) 337-7624

Resolution of Correction

Account Number: M6241425
 Notice Date: 08/27/2019
 Mailing Date: 08/27/2019

Parcel Number: 210-18-015 Tax Year: 2018
 Hearing Date: 08/27/2019 Tax Roll: 2018.TRC.541S238

OWNER

SORENSEN ROBERT
 616 S HARDY DR UNIT 120
 TEMPE, AZ 85281-7802

PROPERTY DESCRIPTION

SERIAL: GCS2602027X YEAR: 1973 MAKE: GRANVILLE SIZE:
 12 X 52, SERIAL: GCS2602027U YEAR: 1973 MAKE:
 GRANVILLE SIZE: 12 X 52

Reason for Correction: Other

Additional Explanation:

TAX ROLL CORRECTION: PER NOTICE OF CLAIM & AN
 EMAIL RECEIVED ON 5/10/17 FROM OWNER, WITH
 PICTURES OF MANUFACTURED HOME SHOWING IT IS NOT
 HABITABLE. PICTURES PROVES IT HAS DETERIORATED
 BEYOND SALVAGE CONDITIONS. REDUCE VALUE TO \$0
 FOR 2018. ACCOUNT DEACTIVATED FOR 2019. ORM

Approval History

Level	Date	User
Created	08/26/2019	omavrides
Admin	08/27/2019	bgomez
Assessor	08/27/2019	bgomez
Board	08/27/2019	bgomez

Value Corrections

Tax Area	Legal Class	Type	Limited Property Value		Primary Assessed	
			Original	Corrected	Original	Corrected
1800	02.P	Personal Property	528	0	79	0
Total			528	0	79	0

Tax Area	Legal Class	Type	Full Cash Value		Secondary Assessed	
			Original	Corrected	Original	Corrected
1800	02.P	Personal Property	528	0	79	0
Total			528	0	79	0

Legal Class	Description
02.P	AG/VACANT LAND/NON-PROFIT - PERSONAL PROPERTY

Tax Corrections

Tax Area	Tax Type	Original	Corrected	Difference
1800	Ad Valorem Primary	\$0.84	\$0.00	(\$0.84)
	Ad Valorem Secondary	\$6.68	\$0.00	(\$6.68)
Total		\$7.52	\$0.00	(\$7.52)



Apache County Assessor

PO Box 770, 75 West Cleveland Street - St. Johns, AZ 85936 - (928) 337-7624

Resolution of Correction

Account Number: M6241425

Parcel Number: 210-18-015 Tax Year: 2018

Tax Corrections				
Tax Authority	Original	Corrected	Difference	
02000 - APACHE COUNTY	\$0.47		(\$0.47)	
02001 - APACHE COUNTY SCHOOL EQUALIZATION	\$0.37		(\$0.37)	
03000 - MOBILE HOME RELOCATION FUND	\$0.00		\$0.00	
07018 - SD #18 SANDERS UNIFIED	\$0.00		\$0.00	
10270 - NORTHERN HEALTH CARE DIST	\$2.85		(\$2.85)	
11618 - FD PUERCO	\$2.57		(\$2.57)	
11900 - APACHE COUNTY FD ASSISTANCE FUND	\$0.07		(\$0.07)	
14900 - APACHE COUNTY LIBRARY DIST	\$0.24		(\$0.24)	
14901 - APACHE COUNTY LIBRARY BOND	\$0.09		(\$0.09)	
15000 - APACHE COUNTY FLOOD CONTROL DIST	\$0.00		\$0.00	
28000 - APACHE COUNTY JAIL DIST	\$0.16		(\$0.16)	
28002 - APACHE COUNTY JAIL DIST - JUVENILE	\$0.07		(\$0.07)	
29999 - APACHE COUNTY PUBLIC HEALTH DIST	\$0.20		(\$0.20)	
30001 - NATIVE	\$0.02		(\$0.02)	
52000 - APACHE COUNTY	\$0.00		\$0.00	
56000 - APACHE COUNTY POST SECONDARY EDUC	\$0.11		(\$0.11)	
57018 - SD #18 BUDGET OVERRIDES	\$0.00		\$0.00	
58000 - APACHE COUNTY JR COLLEGE TUITION	\$0.30		(\$0.30)	
67018 - SD #18 CLASS A BONDS	\$0.00		\$0.00	
77018 - SD #18 CLASS B BONDS	\$0.00		\$0.00	
87018 - SD #18 ADJACENT WAYS	\$0.00		\$0.00	
Total	\$7.52	\$0.00	(\$7.52)	



Apache County Assessor

PO Box 770, 75 West Cleveland Street - St. Johns, AZ 85936 - (928) 337-7624

Resolution of Correction

Account Number: M6241425

Parcel Number: 210-18-015 Tax Year: 2017

Notice Date: 08/27/2019

Hearing Date: 08/27/2019 Tax Roll: 2017.TRC.541S207

Mailing Date: 08/27/2019

OWNER

SORENSEN ROBERT
616 S HARDY DR UNIT 120
TEMPE, AZ 85281-7802

PROPERTY DESCRIPTION

SERIAL: GCS2602027X YEAR: 1973 MAKE: GRANVILLE SIZE:
12 X 52, SERIAL: GCS2602027U YEAR: 1973 MAKE:
GRANVILLE SIZE: 12 X 52

Reason for Correction: Other

Additional Explanation:

TAX ROLL CORRECTION: PER NOTICE OF CLAIM & AN
EMAIL RECEIVED ON 5/10/17 FROM OWNER, WITH
PICTURES OF MANUFACTURED HOME SHOWING IT IS NOT
HABITABLE. PICTURES PROVES IT HAS DETERIORATED
BEYOND SALVAGE CONDITIONS. REDUCE VALUE TO \$0
FOR 2017. ACCOUNT DEACTIVATED FOR 2019. ORM

Approval History

Level	Date	User
Created	08/26/2019	omavrides
Admin	08/27/2019	bgomez
Assessor	08/27/2019	bgomez
Board	08/27/2019	bgomez

Value Corrections

Tax Area	Legal Class	Type	Limited Property Value		Primary Assessed	
			Original	Corrected	Original	Corrected
1800	02.P	Personal Property	528	0	79	0
Total			528	0	79	0

Tax Area	Legal Class	Type	Full Cash Value		Secondary Assessed	
			Original	Corrected	Original	Corrected
1800	02.P	Personal Property	528	0	79	0
Total			528	0	79	0

Legal Class	Description
02.P	AG/VACANT LAND/NON-PROFIT - PERSONAL PROPERTY

Tax Corrections

Tax Area	Tax Type	Original	Corrected	Difference
1800	Ad Valorem Primary	\$0.84	\$0.00	(\$0.84)
	Ad Valorem Secondary	\$6.88	\$0.00	(\$6.88)
Total		\$7.72	\$0.00	(\$7.72)



Apache County Assessor

PO Box 770, 75 West Cleveland Street - St. Johns, AZ 85936 - (928) 337-7624

Resolution of Correction

Account Number: M6241425

Parcel Number: 210-18-015 Tax Year: 2017

Tax Corrections				
Tax Authority	Original	Corrected	Difference	
02000 - APACHE COUNTY	\$0.46		(\$0.46)	
02001 - APACHE COUNTY SCHOOL EQUALIZATION	\$0.38		(\$0.38)	
03000 - MOBILE HOME RELOCATION FUND	\$0.00		\$0.00	
07018 - SD #18 SANDERS UNIFIED	\$0.00		\$0.00	
10270 - NORTHERN HEALTH CARE DIST	\$3.03		(\$3.03)	
11618 - FD PUERCO	\$2.56		(\$2.56)	
11900 - APACHE COUNTY FD ASSISTANCE FUND	\$0.07		(\$0.07)	
14900 - APACHE COUNTY LIBRARY DIST	\$0.24		(\$0.24)	
14901 - APACHE COUNTY LIBRARY BOND	\$0.10		(\$0.10)	
15000 - APACHE COUNTY FLOOD CONTROL DIST	\$0.00		\$0.00	
28000 - APACHE COUNTY JAIL DIST	\$0.16		(\$0.16)	
28002 - APACHE COUNTY JAIL DIST - JUVENILE	\$0.07		(\$0.07)	
29999 - APACHE COUNTY PUBLIC HEALTH DIST	\$0.20		(\$0.20)	
30001 - NATIVE	\$0.04		(\$0.04)	
52000 - APACHE COUNTY	\$0.00		\$0.00	
56000 - APACHE COUNTY POST SECONDARY EDUC	\$0.11		(\$0.11)	
57018 - SD #18 BUDGET OVERRIDES	\$0.00		\$0.00	
58000 - APACHE COUNTY JR COLLEGE TUITION	\$0.30		(\$0.30)	
67018 - SD #18 CLASS A BONDS	\$0.00		\$0.00	
77018 - SD #18 CLASS B BONDS	\$0.00		\$0.00	
87018 - SD #18 ADJACENT WAYS	\$0.00		\$0.00	
Total	\$7.72	\$0.00	(\$7.72)	



Apache County Assessor

PO Box 770, 75 West Cleveland Street - St. Johns, AZ 85936 - (928) 337-7624

Resolution of Correction

Account Number: M6241425
 Notice Date: 08/27/2019
 Mailing Date: 08/27/2019

Parcel Number: 210-18-015 Tax Year: 2016
 Hearing Date: 08/27/2019 Tax Roll: 2016.TRC.541S203

OWNER

SORENSEN ROBERT
 616 S HARDY DR UNIT 120
 TEMPE, AZ 85281-7802

PROPERTY DESCRIPTION

SERIAL: GCS2602027X YEAR: 1973 MAKE: GRANVILLE SIZE:
 12 X 52, SERIAL: GCS2602027U YEAR: 1973 MAKE:
 GRANVILLE SIZE: 12 X 52

Reason for Correction: Other

Additional Explanation:

TAX ROLL CORRECTION: PER NOTICE OF CLAIM & AN
 EMAIL RECEIVED ON 5/10/17 FROM OWNER, WITH
 PICTURES OF MANUFACTURED HOME SHOWING IT IS NOT
 HABITABLE. PICTURES PROVES IT HAS DETERIORATED
 BEYOND SALVAGE CONDITIONS. REDUCE VALUE TO \$0
 FOR 2016. ACCOUNT DEACTIVATED FOR 2019. ORM

Level	Approval History	
	Date	User
Created	08/26/2019	omavrides
Admin	08/27/2019	bgomez
Assessor	08/27/2019	bgomez
Board	08/27/2019	bgomez

Value Corrections

Tax Area	Legal Class	Type	Limited Property Value		Primary Assessed	
			Original	Corrected	Original	Corrected
1800E	04.1	Personal Property	6,605	0	661	0
Total			6,605	0	661	0

Tax Area	Legal Class	Type	Full Cash Value		Secondary Assessed	
			Original	Corrected	Original	Corrected
1800E	04.1	Personal Property	10,072	0	1,007	0
Total			10,072	0	1,007	0

Legal Class	Description
04.1	NON-PRIMARY/BANK OWNED/NOT IN OTHER CLASSES RESIDENTIAL

Tax Corrections

Tax Area	Tax Type	Original	Corrected	Difference
1800E	Ad Valorem Primary	\$7.04	\$0.00	(\$7.04)
	Ad Valorem Secondary	\$56.30	\$0.00	(\$56.30)
Total		\$63.34	\$0.00	(\$63.34)



Apache County Assessor

PO Box 770, 75 West Cleveland Street - St. Johns, AZ 85936 - (928) 337-7624

Resolution of Correction

Account Number: M6241425

Parcel Number: 210-18-015 Tax Year: 2016

Tax Corrections				
Tax Authority	Original	Corrected	Difference	
02000 - APACHE COUNTY	\$3.73		(\$3.73)	
02001 - APACHE COUNTY SCHOOL EQUALIZATION	\$3.31		(\$3.31)	
03000 - MOBILE HOME RELOCATION FUND	\$0.00		\$0.00	
07018 - SD #18 SANDERS UNIFIED	\$0.00		\$0.00	
10270 - NORTHERN HEALTH CARE DIST	\$24.97		(\$24.97)	
11618 - FD PUERCO	\$21.49		(\$21.49)	
11900 - APACHE COUNTY FD ASSISTANCE FUND	\$0.54		(\$0.54)	
14900 - APACHE COUNTY LIBRARY DIST	\$2.04		(\$2.04)	
14901 - APACHE COUNTY LIBRARY BOND	\$0.82		(\$0.82)	
15000 - APACHE COUNTY FLOOD CONTROL DIST	\$0.00		\$0.00	
28000 - APACHE COUNTY JAIL DIST	\$1.32		(\$1.32)	
28002 - APACHE COUNTY JAIL DIST - JUVENILE	\$0.59		(\$0.59)	
29999 - APACHE COUNTY PUBLIC HEALTH DIST	\$1.30		(\$1.30)	
30001E - NATIVE	\$0.33		(\$0.33)	
52000 - APACHE COUNTY	\$0.00		\$0.00	
56000 - APACHE COUNTY POST SECONDARY EDUC	\$0.93		(\$0.93)	
57018 - SD #18 BUDGET OVERRIDES	\$0.00		\$0.00	
58000 - APACHE COUNTY JR COLLEGE TUITION	\$1.97		(\$1.97)	
67018 - SD #18 CLASS A BONDS	\$0.00		\$0.00	
77018 - SD #18 CLASS B BONDS	\$0.00		\$0.00	
87018 - SD #18 ADJACENT WAYS	\$0.00		\$0.00	
Total	\$63.34	\$0.00	(\$63.34)	

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number M6241425
Assessed To

Parcel 21018015
SORENSEN ROBERT
616 S HARDY DR UNIT 120
TEMPE, AZ 85281-7802

Legal Description

Sims Address

SERIAL: GCS2602027X YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52, SERIAL:
GCS2602027U YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2018	\$7.52	(\$7.52)	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$7.72	(\$7.72)	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$66.30	(\$66.30)	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$59.52	\$0.00	\$0.00	\$0.00	(\$59.52)	\$0.00
2014	\$51.74	\$0.00	\$31.96	\$0.00	(\$19.47)	\$64.23
2013	\$49.20	\$0.00	\$45.92	\$0.00	\$0.00	\$95.12
2012	\$48.38	\$0.00	\$52.89	\$0.00	\$0.00	\$101.27
2011	\$51.06	\$0.00	\$64.00	\$0.00	\$0.00	\$115.06
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Tax Charge						\$375.68
Grand Total Due as of 11/01/2019						\$375.68

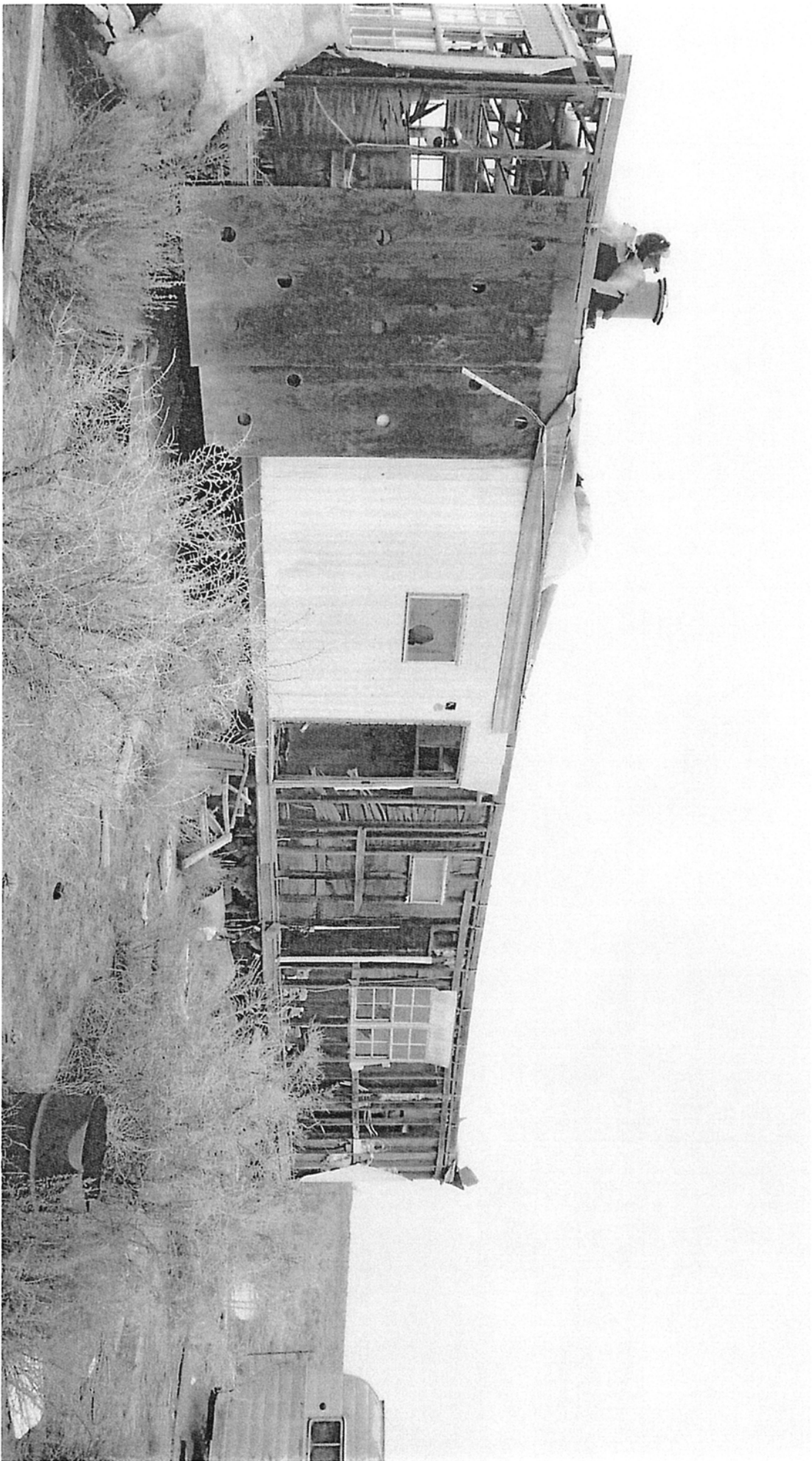
Make payment to:

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

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

Interest accrues the 1st of every month







9GB PA 9483 S 26002027X

NOB PA 486 8260020271



Apache County Treasurer
Certificate of Removal and Abatement

AB #	ACCOUNT #	PARCEL #	OWNER	LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	AMS
296	M6241425	210-18-015	ROBERT SORENSEN	SERIAL: GCS360207X YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52, SERIAL: GCS360207U YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52	2011 \$	51.06 \$	64.00 \$	- \$	115.06	42-1835(11)
297	M6241425	210-18-015	ROBERT SORENSEN	SERIAL: GCS360207X YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52, SERIAL: GCS360207U YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52	2012 \$	48.38 \$	52.89 \$	- \$	101.27	42-1835(11)
298	M6241425	210-18-015	ROBERT SORENSEN	SERIAL: GCS360207X YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52, SERIAL: GCS360207U YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52	2013 \$	49.20 \$	45.92 \$	- \$	95.12	42-1835(11)
299	M6241425	210-18-015	ROBERT SORENSEN	SERIAL: GCS360207X YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52, SERIAL: GCS360207U YEAR: 1973 MAKE: GRANVILLE SIZE: 12 X 52	2014 \$	39.16 \$	25.07 \$	- \$	64.23	42-1835(11)

Sub-Total of Real Property

\$ 187.80 \$ 187.88 \$ - \$ 375.68

Sub-Total of Personal Property

\$ - \$ - \$ - \$ -

Total

\$ 187.80 \$ 187.88 \$ - \$ 375.68

Dr. Joe Shirley II,
Board Chairman

Date



Apache County Treasurer
Certificate of Removal and Abatement

AB #	ACCOUNT #	PARCEL #	OWNER	LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	ARS
291	M8500157	201-30-010A	THOMAS D LEAHY	SE 1/4 1/4 1002 YEAR 1979 NAME CONTINUATION SITE 13 X 60	2013 5	60.94 5	77.19 5	-	\$	138.13 42-1835411
292	M8500157	201-30-010A	THOMAS D LEAHY	SE 1/4 1/4 1002 YEAR 1979 NAME CONTINUATION SITE 13 X 60	2012 5	56.66 5	62.70 5	-	\$	119.36 42-1835411
293	M8500157	201-30-010A	THOMAS D LEAHY	SE 1/4 1/4 1002 YEAR 1979 NAME CONTINUATION SITE 13 X 60	2011 5	62.52 5	57.52 5	-	\$	120.04 42-1835411
294	M8500157	201-30-010A	THOMAS D LEAHY	SE 1/4 1/4 1002 YEAR 1979 NAME CONTINUATION SITE 13 X 60	2014 5	62.24 5	51.10 5	-	\$	113.34 42-1835411
295	M8500157	201-30-010A	THOMAS D LEAHY	SE 1/4 1/4 1002 YEAR 1979 NAME CONTINUATION SITE 13 X 60	2013 5	55.16 5	31.10 5	-	\$	86.26 42-1835411

Sub-Total of Real Property \$ 302.52 \$ 281.61 \$ - \$ 584.13

Sub-Total of Personal Property \$ - \$ - \$ - \$ -

Total \$ 302.52 \$ 281.61 \$ - \$ 584.13

Dr. Roy Shady Jr. Board Chairman Date

Elexus Ollerton

From: Odessa Mavrides
Sent: Tuesday, August 20, 2019 10:35 AM
To: Elexus Ollerton
Subject: RE: TRC M8500357

Good morning Elexus,

Yes, it will need to go for abatement.

Per owner, single wide mobile home was removed around 2005 when new double wide home was moved in and was affixed. Unable to locate where mobile is now. We only see the double wide on the parcel. This mobile is a 1979 single wide. No 504 on file. This is all the information I have for you.

Hope it helps,

Odessa R Mavrides

Apache County Personal Property Appraiser

Apache County Assessor's Office

PO Box 770

St Johns, AZ 85936

Mon. – Thur. 6:30 AM – 5:30 PM

Phone: 928-337-7921

Fax 928-337-3386

omavrides@co.apache.az.us

www.co.apache.az.us

From: Elexus Ollerton <eollerton@co.apache.az.us>
Sent: Tuesday, August 20, 2019 10:17 AM
To: Odessa Mavrides <omavrides@co.apache.az.us>
Subject: TRC M8500357

Good morning,

I was just wanting to get more info about the TRC listed above to see if it needs to be presented to the board for abatement.

Thank you.

Elexus Ollerton

Apache County Treasurer's Office

PO Box 699

Saint Johns, AZ 85936

Phone (928)-337-7529

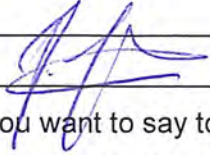
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature:



10-15-19

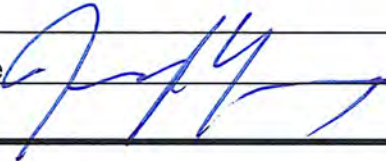
Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval to enter into IGA with Pinal County for members of Apache County Road Department Employees to participate in the 28th Annual Safety Roadeo, Thursday November 21st, 2019.

BOS Meeting Date Requested 11/5/2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

INTERGOVERNMENTAL AGENCY AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2019, by and between Pinal County, a political subdivision of the state of Arizona, ("County") and Apache County,
a Local Government, hereinafter referred to as ("Participating Agency").
Name of Entity
Type of entity (i.e. political subdivision of the State of Arizona)

Witnesseth:

WHEREAS, Pinal County conducts an annual Safety Rodeo to encourage the safe operation of equipment by its employees; and,

WHEREAS, Pinal County may have availability to accommodate additional participants in the Safety Rodeo and may allow qualified employees from other agencies within the State of Arizona, to participate in the Rodeo; and,

WHEREAS, Participating Agency has desire for its employee(s) to participate in the County's Safety Rodeo when availability permits; and,

WHEREAS, the parties are authorized to enter into intergovernmental agreements for purposes contemplated herein, pursuant to A.R.S. § 11-952 *et. seq.*

NOW, THEREFORE, the participants to this agreement agree as follows:

1. Participating Agency shall permit only qualified employees to attend the Safety Rodeo. In order to qualify, the employee must:
 - a. Have a valid Arizona Driver's license AND any/all permits, licenses and/or training to operate such equipment he/she is to operate during the Safety Rodeo in compliance with State and Federal laws governing the operation of such equipment; and
 - b. Complete and sign the registration form provide by County to indicate supervisor's verification that employee is trained and/or licensed on the equipment registered to operate during the Safety Rodeo.
2. County may, in its sole discretion, disqualify any participant who fails to conduct himself/herself in a safe and professional manner.
3. Participating Agency shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the County, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Participating Agency, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense as further provided for below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. If applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP. The obligations under this Section shall survive the termination of this Agreement.
4. Participating Agency shall reimburse County for costs incurred for Agency's employees participating, in the amount set forth on the registration form, which may vary annually. Payment must be made prior to the date of the event in order for Agency's employees to participate.

5. Participating Agency acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement.
6. Participating Agency shall be solely liable for the payment of workers' compensation benefits should a Participating Agency employee become ill or injured attending or participating in the Rodeo.

This IGA shall be effective as of the signature date of the last party to sign this IGA, and shall remain in effect unless and until terminated. Either Party may terminate this Agreement upon 30 days' written notice to the other party. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

FOR _____
_____:

FOR PINAL COUNTY:

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Printed Name

Title

Date

ATTEST:

ATTEST:

By: _____
Participating Agency Clerk

Date

By: _____
Clerk of the Board

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Attorney for Participating Agency

Date

By: _____
Deputy County Attorney

Date

Yvette Greer

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, October 16, 2019 3:06 PM
To: Yvette Greer; Timothy Hinton
Cc: Ferrin Crosby
Subject: RE: Agenda Item for your review

The agenda item is fine. As I mentioned previously on the contract, The IGA is legal but the indemnification language is a little one sided.

From: Yvette Greer [mailto:ygreer@co.apache.az.us]
Sent: Tuesday, October 15, 2019 3:40 PM
To: Joe Young <JYoung@apachelaw.net>; Timothy Hinton <thinton@co.apache.az.us>
Cc: Ferrin Crosby <cfcros@co.apache.az.us>; Yvette Greer <ygreer@co.apache.az.us>
Subject: Agenda Item for your review

Good Afternoon,

Please review the attached agenda item for 11/5/2019 BOS Meeting.

Respectfully,

Yvette Greer
Executive Assistant
Apache County Engineering
PO Box 238
St. Johns, AZ 85936
928-337-7528
Fax 928-337-2062

Yvette Greer

From: Timothy Hinton
Sent: Wednesday, October 16, 2019 10:55 AM
To: Yvette Greer
Subject: RE: 2019 Pinal County 28th Annual Safety Rodeo Agenda Item for Review

This looks ok for the agenda from a finance standpoint.

Timothy Hinton

From: Yvette Greer <ygreer@co.apache.az.us>
Sent: Wednesday, October 16, 2019 10:54 AM
To: Joe Young <jyoung@apachelaw.net>; Timothy Hinton <thinton@co.apache.az.us>
Cc: Ferrin Crosby <cfcros@co.apache.az.us>; Beth Bond <bbond@co.apache.az.us>
Subject: 2019 Pinal County 28th Annual Safety Rodeo Agenda Item for Review

Attached is the updated IGA for review. They corrected the verbiage to reflect participation for all agencies.

Thank you,

Yvette Greer
Executive Assistant
Apache County Engineering
PO Box 238
St. Johns, AZ 85936
928-337-7528
Fax 928-337-2062



PINAL COUNTY

WIDE OPEN OPPORTUNITY

28th Annual Safety Roadeo

Thursday November 21st, 2019

Since 1991, Pinal County has hosted their Annual Safety Roadeo to promote the importance of "Safety First" in the workplace.

The event brings together city and county employees from around the state for a chance to demonstrate their skills in competition for the "Top Gun" and "Top Foreman" Awards. The competitions are designed for contestants to not only demonstrate their skills in several different competitions that simulate on-the-job situations, but to also showcase their knowledge of safety procedures.

The 28th Annual Safety Roadeo on November 1st, 2018, at 512 S Eleven Mile Corner Road in Casa Grande, AZ.



2018 Top Gun Winner
Michael Acord from
Pinal County



2018 Top Foreman Winner
Brian Laniewski and Heavy Maintenance



Inside this Invitation:

Competitions and Details of Events	2
Volunteer Sign Up Link	2
Event Registration Form	3
Map and Address of Event	4

All participants must pre-register.
No registrations will be accepted after October 31th, 2019.

Heavy Equipment Competitions

- Loader
- Grader
- End Dump
- Backhoe
- Walk-around Inspections

These competitions are designed to simulate actual operating conditions.



All Heavy Equipment and Walk-Around Inspection competitions must be completed to be entered to win the "Top Gun" and "Top Foreman" Awards.

Individual prizes are awarded to those who have the highest combined score of ONE heavy equipment and ONE corresponding Walk-around Inspection Competition completed.

Heavy Equipment Competitions close at 11:30am, and the judges will not be accepting any Heavy Equipment competitors after that time.



Top Gun Belt Buckle Award will go to the person with the highest combined scores in all of the Heavy Equipment and Walk-around Inspection Competitions.

Safety Demonstrations and Informational Booths will be on-site for all Rodeo attendees.

General Competitions

(Competitions are subject to change)

- Vehicle Backing
- Pallet Jack
- Hand Truck
- Blood Borne Pathogen Clean-Up
- Dart Gun Challenge
- Slips, Trips, and Falls
- Sign Installation
- Egg Drop (Backhoe)

The "Sign Installation" competition is an event to demonstrate how to install a sign properly using the correct equipment. This event is designed with those in mind who's job functions include sign installation. Feel free to bring your own equipment to participate.

The Blood Borne Pathogen Clean-up competition is to demonstrate how to properly clean and dispose of contaminants.



Individual prizes are awarded to those who have the highest score in each general competition.

*All participants who check in will automatically be entered in for the **DOOR PRIZE** drawings!*

ALL PARTICIPANTS MUST PRE-REGISTER!

No registrations will be accepted after **October 31th, 2019.**

****JUST FOR FUN****

We are bringing back some fun competitions to give you more opportunities to win prizes!



Remember if you plan on competing in Heavy Equipment Competitions, Egg Drop or Sign Installation; please complete a registration form. You can find the form on the next page.



Vehicle Backing

Registration:

All contestants and employees must pre-register no later than October 31th, 2019

Registration Forms must be received by Pinal County Public Works by October 31th, 2019. Please mail or email to:

Nina Arredondo

Pinal County Public Works
PO Box 727

Florence, AZ 85132

520-866-6954

nina.arredondo@pinalcountyaz.gov



29TH Annual Safety Rodeo

Thursday, November 21, 2019

EVENT REGISTRATION FORM

All attendees must pre-register. There will be NO registration at the Fairgrounds.

Your registration will provide an accurate count to ensure there is enough food for everyone

Name:	First	MI	Last	Work Phone Number:
Department:				Foreman/Supervisor:

Entry Fee

☐ \$30.00 Entry fee covers cost of breakfast, lunch, participants caps & prizes.

*Payment must accompany Registration Form. *Please make check payable to Public Works and mail to: Pinal County Public Works, PO BOX 727, Florence AZ 85132*

HEAVY EQUIPMENT COMPETITIONS-Note: Judges WILL NOT be accepting competitors after 11:00AM

Please select the competitions you will be competing in:

- | | | |
|--|--|--|
| ☐ Loader | ☐ End Dump | ☐ Walk-around Inspections |
| ☐ Grader | ☐ Backhoe | |
| ☐ Top Gun Competition | ☐ Top Foreman Award | |

To qualify for the "Top Foreman Award" and the "Top Gun Award" ALL Heavy Equipment and Walk-around Inspection Competition MUST BE ENTERED and completed.

To qualify for "Individual prizes" ONE Heavy Equipment and the Walk-around Inspection MUST BE COMPLETED.

If you DO NOT mark a box above, you will not be registered for those competitions.

GENERAL COMPETITIONS -All registrants may participate in each of the general competitions.

Checking the box(es) helps us learn your interest preference. The following competitions are subject to change.

- | | | |
|---|---|--|
| ☐ Egg Drop (Backhoe) Participant must be able to demonstrate knowledge using the backhoe properly. | | |
| ☐ Sign Installation | ☐ Hand Truck | ☐ Pallet Jack |
| ☐ Vehicle Backing | ☐ Dart Gun Challenge | ☐ Blood Borne Pathogen Clean-Up |
| ☐ Slips, Trips, and Falls | | |

JUST FOR FUN-We are bringing back some fun competitions to give you more opportunities to win prizes! Stay tuned for announcements on these competitions.

☐ Awards Banquet Only

The undersigned certifies that the participant has been qualified and carries all licenses and permits required under law and the organization to operate the equipment listed in the competitions selected by the participant. Participant waive, releases and holds Pinal County, its officials and employees harmless from any and all injury and assumes the risk involved with participation.

ALL COMPETITORS MUST PRE-REGISTER!

Participant Signature _____
Please Print

Supervisor/Department Head Signature _____

Please submit the Registration Form no later than October 31, 2019 To:

Pinal County Public Works, Nina Arredondo
P.O. Box 727 Florence, AZ 85132
Phone:520-866-6954 Fax: 520-866-7943

Email your completed Registration Form to: nina.arredondo@pinalcountyaz.gov

Map and Location of Pinal County Fairgrounds

The Annual Safety Rodeo will be held on **Thursday November 21st, 2019.**

It will be located at Pinal Fairgrounds at: **512 S Eleven Mile Corner Road in Casa Grande, AZ**

How to get to Pinal Fairgrounds from I10

Take Exit 194 and turn east onto AZ-287 (also known as Florence Blvd)

Continue on AZ-287 (Florence Blvd) for 7 miles

Turn South (Right) on Eleven Mile Corner Road

The Fairgrounds will be on the right about half a mile from the stoplight.

How to get to Pinal Fairgrounds from I10 using AZ-87

Take Exit 211 and continue on to AZ-87 until you reach AZ-287 (also known as Florence Blvd)

Turn West (Left) onto AZ-287 (Florence Blvd) until you reach Eleven Mile Corner Road

Turn South (Left) onto Eleven Mile Corner Road.

The Fairgrounds will be on the right about half a mile from the stoplight.



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

4/12/2018

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

Communications Department

Date/Signature: 10/29/2019

Describe in detail what you want to say to the Board and what action you want the Board to take: The Communications Department requests that Apache County enter a Non-Disclosure Agreement with E.F. Johnson Company for the purpose of evaluating new Kenwood VHF repeater technologies for deployment in Apache County

BOS Meeting Date Requested 11/7/2019

PRE-AGENDA ITEM REVIEW

Legal Review:

See attached email. (initials)

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Ben Dugdale

From: Joe Young <JYoung@apachelaw.net>
Sent: Tuesday, October 29, 2019 11:18 AM
To: Ben Dugdale
Subject: RE: Kenwood NDA

Its fine with me

From: Ben Dugdale [mailto:ben@co.apache.az.us]
Sent: Tuesday, October 29, 2019 11:01 AM
To: Joe Young <JYoung@apachelaw.net>
Subject: RE: Kenwood NDA

Got it.

Are you alright with the agreement as something that could be presented to the Board or are there any changes you would want to see?

Thanks,

Ben

From: Joe Young <JYoung@apachelaw.net>
Sent: Tuesday, October 29, 2019 10:57 AM
To: Ben Dugdale <ben@co.apache.az.us>
Subject: RE: Kenwood NDA

It should go to the Board, all agreements need Board approval.

From: Ben Dugdale [mailto:ben@co.apache.az.us]
Sent: Monday, October 28, 2019 2:49 PM
To: Joe Young <JYoung@apachelaw.net>
Subject: Kenwood NDA

Joe,

In your opinion, should this go to the Board or could I sign it -- realizing that my signature has limited binding powers on Apache County -- in order to demo some products?

Do you have any problems with me or the Board Supervisor signing it?

Thanks,

Ben Dugdale
Apache County IT Director
<http://www.co.apache.az.us>
O: (928) 337-7616

NON-DISCLOSURE AGREEMENT

Between

E.F. Johnson Company

And

Apache County, Arizona

THIS AGREEMENT, MADE EFFECTIVE AS OF THE _____ DAY of _____, 2019, by and between E.F. Johnson Company, a Minnesota corporation, located at 1440 Corporate Drive, Irving, TX 75038 (hereinafter referred to as "EFJI") and Apache County, AZ, an Arizona Government Agency, located at P.O. Box 428, Saint Johns, AZ 85936 (hereinafter referred to as "Apache County") for the purpose of discussing potential business opportunities.

Whereas, the parties desire to assure the confidential status of the information which may be disclosed to each other;

NOW THEREFORE, in reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. "Confidential Information" shall mean all technical and commercial information disclosed by one party hereto to the other, including but not limited to specifications, layout, designs, appearance, know-how, sample of either party's products, or the business relationship between the parties, which may be contained in any form or medium and is disclosed or conveyed, (i) in written or other tangible form and marked "confidential" or the like, or (ii) orally, visually or in other intangible form and designated as being confidential at the time of such disclosure, or that a reasonable person given the circumstances would understand that the information is confidential.
2. Confidential Information supplied shall not be reproduced, copied or summarized in any form without the prior written consent of the disclosing party, except as required to accomplish the intent of the Agreement.
3. The responsibilities of the parties are limited to using its reasonable and best efforts to protect the Confidential Information received with the same degree of care used to protect its own Confidential Information from unauthorized use or disclosure by its agents and employees, except that such Confidential Information may be used or disclosed to its agents, employees, or third parties as may be reasonably required to accomplish the intent of this Agreement during the period of this Agreement set forth in Paragraph 10 below.
4. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing party, and the disclosing party shall retain all right, title, and interest in and to the

Confidential Information. No other license or right of any kind or nature, including but not limited to rights of license under any patents, copyrights, trademarks, trade secrets or the like, in and to Confidential Information is granted to the receiving party. Each party may use the Confidential Information received from the other party only to the extent required to accomplish the intent of this Agreement.

5. Confidential Information shall be used by the receiving party only for the purpose intended, and shall be removed or destroyed after the receiving party's need for it has expired or upon request of the disclosing party, and in any event, upon completion or termination of this Agreement. If destroyed, the receiving party will provide a destruction certificate to the disclosing party within ten working days of destruction.
6. It is understood that the term "Confidential Information" does not include information which:
 - i) has been or may be in the future, published or is now or may in the future be otherwise in the public domain through no fault of the parties;
 - ii) prior to disclosure hereunder, is properly within the possession of the receiving party;
 - iii) subsequent to disclosure thereunder, is lawfully received from a third party having rights therein without restriction of the third party's right to disseminate the information;
 - iv) is independently developed by the receiving party without use of or reference to the other party's Confidential Information;
 - v) is disclosed with the written approval of the other party;
 - vi) is transmitted to the receiving party after receiving written notice from the receiving party that it does not desire to receive further Confidential Information;
 - vii) is obligated to be produced under order of a court of competent jurisdiction, except that the receiving party will notify the disclosing party of such order in order for the disclosing party to seek relief prior to the information being disclosed.
7. The parties will comply with all U.S. export control laws and regulations and all other applicable export control laws and regulations. The information that the parties may wish to disclose pursuant to this Agreement may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated there under, the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control. The parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

8. For the purposes of all communications and transmittals of Confidential Information and notices under this Agreement, the respective authorized representative of the parties, subject to change upon written notice, are:

EFJI
1440 Corporate Drive
Irving, TX 75038
Attn: Ryan Walker
Telephone: 214-274-1365
Facsimile: 972-819-0639
Email: Ryan.Walker@efji.com

Apache County
P.O. Box 428
Saint Johns, AZ 85936
Attn: <i>Communications Dept.</i>
Telephone: 928-337-7509
Facsimile:
Email: ben@co.apache.az.us

9. This Agreement shall be governed by the laws of the State of Texas and there are no understandings, agreements or representations, express or implied, not specified herein. This Agreement may not be amended except in writing signed by both parties.
10. This Agreement is valid for twenty-four (24) months from the date last signed below unless terminated earlier by giving thirty (30) days advanced notice to the other party, however, the protection of the Confidential Information shall continue for five (5) years from the date of disclosure. Termination of this Agreement shall not relieve the recipient party of its obligations under this Agreement, with respect to Confidential Information exchanged prior to the effective date of termination. Upon termination or expiration of this Agreement, the recipient of furnished information shall return or destroy Confidential Information under its control upon request of the disclosing party.
11. Neither party warrants that a receiving party's use of information it receives under this Agreement will be free from claims by nonparties for infringement or misappropriation of intellectual property rights. An originating party does not warrant that any information it discloses is complete, accurate, free from defects, or useful for the purposes of the receiving party.
12. Availability of Injunctive Relief: The parties recognize that, pursuant to this Agreement, Confidential Information will be delivered in confidence and that misuse by any receiving party may cause great or irreparable injury to the disclosing party. Accordingly, without prejudice to or limitation of any other rights available to a party in the matter whether at law or equity, injunctive relief may be available in equity to prevent such abuse.

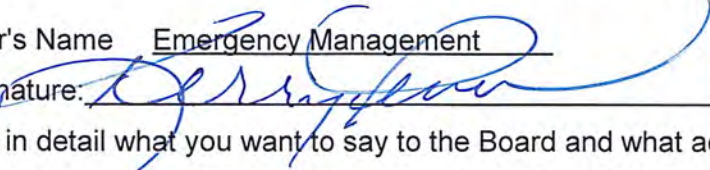
13. Each party agrees not to use the Confidential Information received during the period of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the disclosing party and any of its customers, prospective customers, suppliers, strategic partners, affiliates or investors, or in any other manner to compete against the disclosing party.
14. Assignment: This Agreement may not be transferred or assigned by either party without the express written consent of the other party.

	Agreed and Accepted:			Agreed and Accepted:
	E.F. Johnson Company			Apache County, AZ
By:			By:	
Name:	Duane Anderson		Name:	
Title:	President and CEO		Title:	
Date:			Date:	

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name Emergency Management

Date/Signature: 

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

Discussion and possible approval of a State Homeland Security Grant Program Grant (Agreement

#EMW-2019-SS-00002-S01) in the amount of \$24,660 to purchase firewalls for additional cybersecurity.

BOS Meeting Date: November 2019

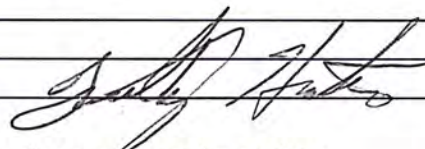
PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: 

Check if item does not require review ☐

Finance Review: _____

Signature: 

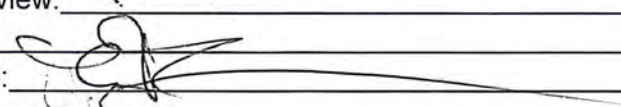
Check if item does not require review ☐

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 _____



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security



Director Gilbert M. Orrantia

September 20, 2019

Interim Emergency Manager Kerry Pena
Apache County Emergency Management
323 S. Mountain Ave, Ste 105
Springerville, AZ 85938-5107

Subject: FFY 2019 Homeland Security Grant Program Award
Subrecipient Agreement Number: **190100-01**
Project Title: **Sheriff's Office Cybersecurity**

Dear Interim Emergency Manager Kerry Pena,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Sheriff's Office Cybersecurity**" has been **partially funded** under the 2019 State Homeland Security Grant Program for **\$24,660**. The grant performance period is **October 1, 2019 to September 30, 2020**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 9/01/2019 with a total amount of funding of \$23,862,500. The Federal Award Identification Number is EMW-2019-SS-00002-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2020, this award is rescinded and the funds will be reallocated.**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2019. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, reading "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security State Homeland Security Program



Director Gilbert M. Orrantia

Equipment - Budget Detail Worksheet

Apache County Emergency Management

190100-01

AEI #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
05NP-00-FWAL	Firewalls	2	\$24,660	2	\$24,660
05NP-00-SEIM	ASA 5506	6	\$17,460	0	\$0
05NP-00-SEIM	ASA 5506 Security Plus	4	\$6,408	0	\$0
TOTAL:			\$48,528		\$24,660

Displaying 1 - 3 of 3 Equipment Items



Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security
State Homeland Security Program



Director Gilbert M. Orrantia

Project Administration Page

Grant #: **190100-01**

Subrecipient: **Apache County Emergency Management**

Project Title: **Sheriff's Office Cybersecurity**

Grant Program: **State Homeland Security Grant Program**

1. Unit of Government: **Apache County Emergency Management**

Point of Contact: **Haley Nicoll**

Subrecipient Address:

Street: **323 S. Mountain Ave, Ste 105**

City/State/Zip: **Springerville, AZ 85938-5107**

Head of Agency: **Interim Emergency Manager Kerry Pena**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(928) 245-0735**

E-mail Address: kpena@co.apache.az.us

2. Organizational Type: **County Government**

3. Region or Entity: **North Region**

4. Initiative Title: **Strengthen Cybersecurity Capabilities**

5. Total Dollar Amount Requested: **\$48,528** Total Dollar Amount Awarded: **\$24,660**

This form is to be signed and returned.

Project Administration Page

Grant #: **190100-01**

Subrecipient: **Apache County Emergency Management**

Project Title: **Sheriff's Office Cybersecurity**

Grant Program: **FFY 2019 Homeland Security Grant Program Award**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Haley Nicoll

Print Name

Signature

Date

AZDOHS Staff:

Tim Baldwin

Print Name

Signature

Date

Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$48,528	\$24,660
Training	\$0	\$0
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	<u>\$48,528</u>	<u>\$24,660</u>

This form is to be signed and returned.

SUBRECIPIENT AGREEMENT

19-AZDOHS-HSGP-190100-01

Between

The Arizona Department of Homeland Security

And

Apache County Emergency Management (DUNS# 082897786)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Apache County Emergency Management** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2019** and shall terminate on **September 30, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Sheriff's Office Cybersecurity**" and funded at **\$24,660** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2019-SS-00002-S01 and CFDA #97.067:

- a. Provide up to **\$24,660** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, 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 on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website
<https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. f. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (*see* <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

- a) The Subrecipient warrants its compliance with 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, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment 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 \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. 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.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

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

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS 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 XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the 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 the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The 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.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS 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, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. 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.

XXI. 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.

XXII. 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 AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. 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.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes 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 Paragraph XII, AMENDMENTS. 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.

XXV. LICENSING

The 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.

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS 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 or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS 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. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The 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.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. 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.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. 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 Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Date/Time: _____

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

Sheriff's Office

Date/Signature:  10-21-19

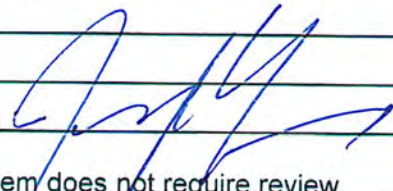
Describe in detail what you want to say to the Board and what action you want the Board to take:

Sheriff's Office is requesting to accept a grant from the Governor's Office of Highway Safety (GOHS) in the amount of \$5,200.00 for DUI Enforcement Overtime, Materials and Supplies, and \$6,000.00 for Selective Traffic Enforcement (STEP) Overtime with no match required. These funds are used to purchase material and supplies needed to perform DUI Enforcement and pay Apache County Sheriff's Office Deputies overtime to patrol the County Roads and Highways providing additional patrol at minimal cost to the county.

BOS Meeting Date Requested 11/05/2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____



Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Joseph Dedman
Apache County Sheriff's Office
370 S. Washington Street
St. Johns, Arizona 85936

PROJECT REFERENCE:
Contract Number: 2020-AL-002
Total Estimated Costs: \$5,200.00
Purpose of Project: DUI Enforcement Overtime,
Materials & Supplies (Blood Kits)

Dear Sheriff Dedman:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Ryan Patterson, County Manager, County of Apache, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-5-19

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.		
FAIN: 69A37520300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2020-AL-002	
ADDRESS 370 S. Washington St., St. Johns, AZ 85936	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Jeff Soderquist	
ADDRESS 75 W. Cleveland St., St. Johns, AZ 85936	3. PROJECT TITLE: DUI/Impaired Driving Enforcement and Related Materials and Supplies- Blood Kits	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Blood Kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2020	
I. Personnel Services	\$3,571.00	
II. Employee Related Expenses (40%)	\$1,429.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$200.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$5,200.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2020
CURRENT GRANT PERIOD	FROM: 10-01-2019	TO: 09-30-2020
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,200.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 27

Total Population in city/town or county: 72,710

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2017	2016	2015
Total Crashes	54	79	55
Total Injury Crashes	14	22	13
Total Fatal Crashes	1	4	8
Total Alcohol-related Crashes	2	4	2
Total Alcohol-related Serious Injuries	1	3	3
Total Alcohol-related Fatalities	0	3	1
Total Speed-related Crashes	23	22	28
Total Speed-related Serious Injuries	8	7	10
Total Speed-related Fatalities	1	4	2

Agency Problem/Attempts to Solve Problem:

Apache County is the longest county in the United States and also one of the largest counties by area in the country. Apache County is a rural county with very limited funding. The lack of funding and lack of staffing leads to fewer deputies patrolling the roadways, making the roadways less safe for the public. The GOHS funding will assist the agency in providing for more deputies on the roadways for patrolling. All three of these Interstate/Highways are heavily traveled and are common routes for Interstate travelers as well as routes to travel from the east coast to the west coast of the United States. Within these highway routes are two Indian Reservations which are the Apache Nation and the Navajo Nation.

The Apache County Sheriff's Office is in the process of hiring additional personnel, but after the academy completion of these three projected personnel, the Apache County Sheriff's Office will still be severely understaffed from previous years of staffing cuts. The problem is a shortage of funding for deputies who could be designated to patrol problem roadways during the time period when impaired, reckless, aggressive and speeding drivers are traveling on these roadways.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Blood Kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.

How Agency Will Solve Problem with Funding:

The Apache County Sheriff's Office is requesting funding to perform and conduct enhanced DUI Details and patrols, and to participate and host multi agency regional Task Force Details throughout Apache County during 2019. Funding will allow deputies to perform DUI details during holidays and projected busy weekends in Apache County.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 50% from 2 during calendar year 2017 to 1 by December 31, 2020.

To decrease fatalities in impaired driving-related crashes 0% from 0 in calendar year 2017 to 0 by December 31, 2020.

To decrease injuries in impaired driving-related crashes 100 % from 1 in calendar year 2017 to 0 by December 31, 2020.

Contract Objectives:

To participate in a minimum of 1 DUI saturation patrols per quarter during FFY 2020.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2020.

Additional Contract Objectives:

1. To educate the public and increase the number of designated drivers located on roadways during DUI Patrols. Educate the high school youth of the area about the dangers of driving impaired.
2. To reduce the number of DUI collisions by 10% from the calendar year 2018 through aggressive enforcement and patrols.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Blood Kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Apache County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: Blood Kits

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles,

and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4th Quarterly Report and RCI (July 1 to September 30, 2020)	October 15, 2020
Final Statement of Accomplishments	October 15, 2020

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman, Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

Jeff Soderquist, Sergeant, Apache County Sheriff's Office, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring

	the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$3,571.00
II.	Employee Related Expenses (ERE) (40%)	\$1,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Blood Kits	\$200.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$5,200.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$5,200.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman, Sheriff
Apache County Sheriff's Office

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Ryan Patterson, County Manager
Apache County

Date Telephone

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DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Joseph Dedman
Apache County Sheriff's Office
370 S. Washington Street
St. Johns, Arizona 85936

PROJECT REFERENCE:
Contract Number: 2020-PTS-001
Total Estimated Costs: \$6,000.00
Purpose of Project: STEP Enforcement Overtime

Dear Sheriff Dedman:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Ryan Patterson, County Manager, County of Apache, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-5-19
Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37520300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2020-PTS-001	
ADDRESS 370 S. Washington St., St. Johns, AZ 85936	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Jeff Soderquist	
ADDRESS 75 W. Cleveland St., St. Johns, AZ 85936	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2020	
I. Personnel Services	\$4,286.00	
II. Employee Related Expenses (40%)	\$1,714.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$6,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2020
CURRENT GRANT PERIOD	FROM: 10-01-2019	TO: 09-30-2020
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$6,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 27

Total Population in city/town or county: 72,710

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2017	2016	2015
Total Crashes	54	79	55
Total Injury Crashes	14	22	13
Total Fatal Crashes	1	4	8
Total Alcohol-related Crashes	2	4	2
Total Alcohol-related Serious Injuries	1	3	3
Total Alcohol-related Fatalities	0	3	1
Total Speed-related Crashes	23	22	28
Total Speed-related Serious Injuries	8	7	10
Total Speed-related Fatalities	1	4	2

The data above represents: County ☒ City/Town ☐

Agency Problem/Attempts to Solve Problem:

Apache County is the longest county in the United States. Apache County is also one of the most rural and poorest counties in the entire country. One of Apache County's problem areas is Highway 260 and Highway 273, near the Sunrise Ski Resort. People visit from all areas of the world. During this time, the roads are snow packed and icy. The large crowds at the Ski Resort bring large amounts of traffic to the area. The "Hurry up and get there" attitude of these visitors often leads to reckless driving and dangerous accidents. This driving behavior coupled with poor road conditions, makes for a dangerous combination.

(STEP) Funding would allow more deputies to patrol this area during the ski season. During this same time, Interstate 40 in Northern Apache County is extremely dangerous as well, due to bad weather and road conditions. The traffic on Interstate 40 does not decrease due to bad weather. Interstate 40 is a cross county route and has a high volume of traffic. The (STEP) funding would enable the Apache County Sheriff's Office to place deputies onto both of these areas, to enforce traffic safety and moving violations.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

How Agency Will Solve Problem with Funding:

The Apache County Sheriff's Office is in need of funding to conduct enhanced saturation patrols and Selective Traffic Enforcement (STEP) details throughout Apache County for the year of 2019. Funding will offer deputies incentives to participate in Selective Traffic Enforcement (STEP) details, making Apache County a safer place for travel for residents and visitors.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 23 during calendar year 2017 to 20 by December 31, 2020.

To decrease fatalities in speeding-related crashes 100% from 1 in calendar year 2017 to 0 by December 31, 2020.

To decrease serious injuries in speeding-related crashes 25% from 8 in calendar year 2017 to 6 by December 31, 2020.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 222 during Calendar Year 2018 to 242 during FFY 2020.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2020.

Additional Contract Objectives:

1. To reduce the total number of traffic collisions, traffic fatalities and serious injuries compared to 2018 statistical data through STEP enforcement by December 31, 2020.
2. To increase the number of speeding and total traffic violation citations during targeted patrols and through STEP enforcement during Holiday and assigned detail weekends during the Fiscal year.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Apache County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles,

and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4th Quarterly Report and RCI (July 1 to September 30, 2020)	October 15, 2020
Final Statement of Accomplishments	October 15, 2020

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman, Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

Jeff Soderquist, Sergeant, Apache County Sheriff's Office, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring

	the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$4,286.00
II.	Employee Related Expenses (ERE) (40%)	\$1,714.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$6,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$6,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency) _____

(Address) _____

(City, State, Zip Code) _____

4. DUNS Number:

(DUNS #) _____

(Registered Address & Zip Code) _____

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman, Sheriff
Apache County Sheriff's Office

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Ryan Patterson, County Manager
Apache County

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

- | | | | |
|----|--------------------------------------|--|--------------------------|
| 2. | A. EFFECTIVE DATE: | | B. FEDERAL FUNDS: |
| | <u>Authorization to Proceed Date</u> | | <u>\$6,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

Beth Bond

From: Dayson Merrill
Sent: Monday, October 21, 2019 11:55 AM
To: Beth Bond
Subject: Agenda review
Attachments: 2020-PTS-001 STEP.pdf; 2020-AL-002 DUI.pdf; GOHS Agenda Item Review.pdf

Beth,

Below are the return emails from Joe Young, Timothy Hinton and Stephanie McCarthy. All three said they were good with the grants. I would like to see if we could get this on the November broad agenda.

If you need me to forward you the original emails please let me know.

Thanks

Sergeant Dayson Merrill
Apache County Sheriff's Office
Office [928-337-4321](tel:928-337-4321)
Cell [928-245-0181](tel:928-245-0181)
dmerrill@co.apache.az.us



On Oct 9, 2019, at 2:31 PM, Joe Young <JYoung@apachelaw.net> wrote:

I am good with this item and contracts.

From: Dayson Merrill [<mailto:dmerrill@co.apache.az.us>]
Sent: Monday, October 7, 2019 2:02 PM
To: Joe Young <JYoung@apachelaw.net>
Subject: FW: GOHS Grant Review

Joe,

Attached is an Agenda Item Review and 2 grants from the Governor's Office of Highway Safety. If you could please look them over and let me know if we are good to have them presented at the next board meeting for signature.

Thanks

Sergeant Dayson Merrill

Apache County Sheriff's Office
Office [928-337-4321](tel:928-337-4321)
Cell [928-245-0181](tel:928-245-0181)
dmerrill@co.apache.az.us

Yes, this looks ok to me.

Timothy Hinton
Apache County Finance Director

From: Steve Anderson <sanderson@co.apache.az.us>
Sent: Monday, October 7, 2019 3:38 PM
To: Timothy Hinton <thinton@co.apache.az.us>
Subject: FW: GOHS Grant Review

FYI – I think Dyson intended to send this email to your address.

Regards,
Steve Anderson
Apache County Finance
Accounting Manager
Phone: (928)337-7620

Dayson,

There isn't anything that HR would need to authorize for this to be placed on the agenda; however, this will need legal review from the Attorney's Office.

From: Dayson Merrill <dmerrill@co.apache.az.us>
Sent: Monday, October 7, 2019 2:00 PM
To: Stephanie McCarthy <smccarthy@co.apache.az.us>
Subject: GOHS Grant Review

Stephanie,

Attached is an Agenda Item Review and 2 grants from the Governor's Office of Highway Safety. If you could please look them over and let me know if we are good to have them presented at the next board meeting for signature.

Thanks

Sergeant Dayson Merrill
Apache County Sheriff's Office
Office [928-337-4321](tel:928-337-4321)
Cell [928-245-0181](tel:928-245-0181)
dmerrill@co.apache.az.us

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

date/time stamp

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

Sheriff's Office

Date/Signature: Brian Engle 10-22-19

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

Sheriff's Office is requesting to enter into a Cooperative Agreement for Public Safety related to the collection and sharing of information within the Northeastern Arizona 911 User's Association area to assist during emergency events and to develop a partnership focused on preparing for and responding to emergencies. This Cooperative Agreement will allow the Northeastern Arizona 911 User's Association to continue to pay for our 911 emergency telephone lines, with an average monthly cost of approximately \$2,100.00.

BOS Meeting Date Requested 11/05/2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Signature]

Check if item does not require review ☐

Finance Review: _____

Signature _____

Check if item does not require review ☐

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 _____

**MEMORANDUM OF AGREEMENT FOR THE NORTHEASTERN ARIZONA 911
USERS ASSOCIATION
COOPERATIVE AGREEMENT FOR PUBLIC SAFETY
BETWEEN
NAVAJO COUNTY
AND
APACHE COUNTY SHERIFF'S OFFICE, SHOW LOW POLICE DEPARTMENT,
PINETOP-LAKESIDE POLICE DEPARTMENT, SNOWFLAKE/TAYLOR POLICE
DEPARTMENT AND WHITERIVER TRIBAL POLICE DEPARTMENT**

Subject:

Cooperative Agreement for Public Safety related to the collection and sharing of information to assist with the prevention, reporting, dispatch and safe resolution of emergency and urgent situations.

Purpose:

To establish guidance and outline the respective functions of the parties to the Memorandum of Agreement (MOA) with respect to the sharing of authorized information to assist during emergency events and to develop a partnership focused on preparing for and responding to emergencies.

Background: The Navajo County Sheriff's Office Public Safety Answering Point (PSAP) and *Apache County Sheriff's Office, Show Low Police Department, Pinetop-Lakeside Police Department, Snowflake/Taylor Police Department, Whiteriver Tribal Police Department* have multifunctional roles in sharing information which may assist in the prevention, detection, reporting and response to emergency and urgent situations. The PSAP and *Apache County Sheriff's Office, Show Low Police Department, Pinetop-Lakeside Police Department, Snowflake/Taylor Police Department, Whiteriver Tribal Police Department* have access to information which may contribute to the safety of citizens, responders and property during emergency situations. The intent of this document is to provide a framework for sharing authorized information during emergency situations. It is anticipated that this information would be requested as required to reduce a threat to public safety. This agreement is entered into on a voluntary basis and describes the type of information to be shared and the media for sharing such information.

Definition:

An emergency situation is an event which, real or perceived, has the potential to adversely impact lives or property and requires the response of trained personnel.

Responsibilities:

The parties hereby agree as follows:

- a) the parties may exchange authorized information, as appropriate, through voice, text and images to enhance notification, receipt, processing, dispatching and monitoring of critical events.

b) the parties agree to treat all information received as confidential and protected and the use of said information is only for the successful resolution of the incident which will provide the necessary services to ensure the health, welfare and safety of the citizens.

c) the parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public. The parties, through these protocols and procedures, will try to maximize benefit to the public in accordance with applicable laws and regulations.

d) the parties will work with each other to meet the needs of the public by providing relevant and authorized information, either maintained or received by either party, which may assist either party in fulfilling their duties as it relates to providing service to the public during an emergency event.

e) The parties will develop methods of communication which will report the unauthorized use of said information.

f) Nothing herein will create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

Effective Date:

This MOA will become effective on the date all parties have affixed their signature hereto. This MOA supersedes any previous agreements and will remain in effect for twenty (20) years, unless either party requests termination or modification of this agreement prior to the expiration of the agreement. A 30-day written notice is expected to be given by either party to terminate this agreement.

The parties hereto have reviewed, agreed upon, and executed this Agreement in duplicate by proper persons duly authorized. Both organizations will maintain original copies of the document with all signatures affixed.

Remainder of this page left intentionally blank.

Navajo County Sheriff's Office

Print Name:	Signature	Date
-------------	-----------	------

Title:

Apache County Sheriff's Office

Print Name:	Signature	Date
-------------	-----------	------

Title:

Show Low Police Department

Print Name:	Signature	Date
-------------	-----------	------

Title:

Pinetop-Lakeside Police Department

Print Name:	Signature	Date
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Title:

Snowflake/Taylor Police Department

Print Name:	Signature	Date
-------------	-----------	------

Title:

Whiteriver Tribal Police Department

Print Name:	Signature	Date
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Title:

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  10-21-19

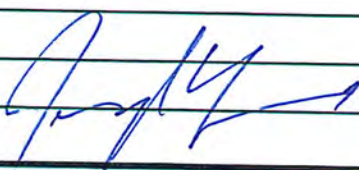
Describe in detail what you want to say to the Board and what action you want the Board to take:

Sheriff's Office requests discussion and approval to accept the donation of 4, PVS-7 Night Vision Goggles from Apache Industries LLC in Springerville Az.

BOS Meeting Date Requested Nov 5, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

PVS-7

NIGHT VISION GOGGLES

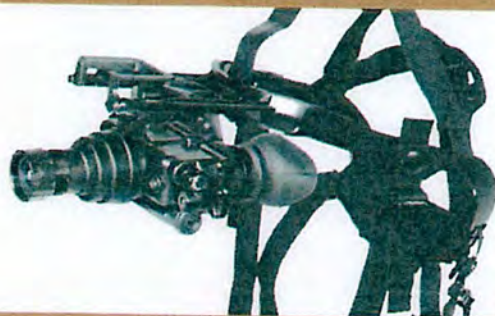
The PVS-7 is widely recognized for its unsurpassed dependability and ergonomic design. This U.S. Military-grade night vision goggle system has repeatedly proven its worth in combat, and is the highest-quality AN/PVS-7 B/D system on the market. The PVS-7 can be outfitted with high-performance Gen 2+ and Gen 3 image intensifier tubes (available in Green phosphor or P45 white phosphor).

The PVS-7 is equipped with Automatic Brightness Control (ABC) to adjust image brightness in changing light conditions to maintain image definition and clarity. The built-in infrared illuminator provides a light source beyond the visible spectrum to enable the user to operate in complete darkness without being detected.

Additionally, the PVS-7 has a bright light cutoff feature to protect the image tube from sources of intense light, and a flip-up shut-off feature that can be used with the optional helmet mount system. The PVS-7 has two LED indicators in the eyepiece for the IR illuminator on and low battery indicator.

Lightweight, tough, and versatile, the PVS-7 can be handheld, or mounted to the user's head/helmet. It is compatible with afocal magnifier lenses for superior long-range viewing.

- Compact, rugged design
- Waterproof
- Head or helmet-mountable for hands-free operation
- Ergonomic, simple, easy-to-operate controls
- Built-in Infrared illuminator
- Limited two-year warranty



SPECIFICATIONS

Image Intensifier Tube	Gen 2+ or Gen 3
Magnification	1x
Lens System	27 mm; F/ 1.2
FOV	40°
Focus Range	0.2 m to infinity
Diopter Adjustment	-6 to +2 dpt
Led Indicators	Low battery, IR On; Excessive light conditions
Automatic Brightness Control	Yes
Bright Light Cut-Off	Yes
Automatic Shut-Off System	Yes
Infrared Illuminator	Yes
Battery Type	2 AA Alkaline or 1 Lithium (BA-5567/ U)
Battery Life (Operating)	Up to 30 hours at 20°C
Operating Temperature Range	-40°C to +50°C (-40°F to +122°F)
Storage Temperature Range	-50°C to +70°C (-58°F to +158°F)
Weight	0.68 kg (1.5 lbs)
Overall Dimensions	162 x 152 x 76 mm (6.4 x 6.0 x 3.0 in)
Package Includes	Head Mount Assembly, Medium & Thick Brow Pads, Eye Cups, Soft Carrying Case, Daylight Filter, Shoulder Strap, Lens Paper, Sacrificial Window, Demist Shields, Operator's Manual

Specifications are subject to change without notice.

OPTIONAL EQUIPMENT

P/N: 501SIOUX850IR1	Sioux850 Long Range Infrared Illuminator with Mount, Dovetail to Weaver Transfer Piece, Rechargeable Battery, and Charger
P/N: 6610HCS1	Hard Case
P/N: 61023XA1	Afocal Magnifier Lens Assembly, 3X
P/N: 61025XA1	Afocal Magnifier Lens Assembly, 5X
P/N: 61018XL1	8x Lens for PVS-7
P/N: 6103MHM1	Norotos PASGT Helmet Mount Assembly
P/N: 6103PHM1	Norotos MICH Helmet Mount Assembly

Apache Industries, LLC

173 West Main Street, P.O. Box 1011
Springerville, AZ 85938, USA
Phone +1 (928) 333-4200
Fax +1 (480) 393-4882

Product shown herein is subject to US export regulations
and may require a license prior to export. Any diversion
contrary to US Government regulations is prohibited.

apacheindustriesusa.com

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

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/ratification of Contract between Apache County and The City of St. Johns for use of storage facility.

BOS Meeting Date Requested November 5, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Signature Clerk of Board

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ST. JOHNS AND THE
APACHE COUNTY ATTORNEY'S OFFICE**

This Memorandum of Understanding ("MOU") is entered into by and between the City of St. Johns, Arizona (the "City"), and the Apache County Attorney's Office (the "ACAO").

WHEREAS, the ACAO is in need of storage space for a trailer it owns; and

WHEREAS, the ACAO does not currently have on-site facilities capable of storing the trailer; and

WHEREAS, the City has available storage space within an enclosed hangar at the St. Johns Airport; and

WHEREAS, the City has agreed to allow the ACAO to use the airport hangar for the purpose of storing the ACAO trailer.

NOW, THEREFORE, the parties hereby agree as follows:

A. Purpose

The purpose of this MOU is for the City to assist the ACAO by allowing the ACAO to store its trailer within a hangar located at the St. Johns Airport.

B. Compensation

In compensation for the storage space provided by the City, the ACAO agrees to pay the City \$1,200 per year. Payment is to be made to the City in full on or before October 1, 2019.

C. Scope of Storage Services Provided Under Agreement

(1) Location. The ACAO trailer shall be stored inside a hangar located at the St. Johns Airport.

(2) Security. The City is not responsible for providing security or surveillance for the ACAO trailer while it is stored inside the City airport hangar. Securing the trailer and protecting it from damage or loss are the sole responsibility of the ACAO.

(3) Retrieval of Trailer. The ACAO may retrieve the trailer at any time while it is stored in the City airport hangar. Only lawful representatives of the ACAO shall be authorized to retrieve or move the trailer. The ACAO shall be provided access to the trailer, including keys, codes, or other items necessary for retrieval.

D. Liability and Risk of Loss

The City assumes no liability for loss, damage, or destruction to the ACAO trailer or its contents. The ACAO shall at all times bear the entire risk of any loss, theft, damage to, or destruction of, the trailer from any cause whatsoever.

E. Duration

This MOU shall not become effective until executed by both the Mayor of the City of St. Johns and the Apache County Attorney. Upon execution, this MOU shall be in effect until terminated by either party.

F. Renewal and Termination

(1) **Automatic Renewal.** This MOU will automatically renew on October 1st of each year, with payment also due on that day. However, this MOU will not automatically renew if either party provides written notice 30 days prior to renewal that it does not wish to renew the MOU.

(2) **Termination.** Either party may terminate this MOU upon written notice 30 days prior to the effective renewal date.

(3) **Rights and Duties Upon Termination.** Upon termination of this MOU, the ACAO shall retrieve the trailer from the City's storage space within five business days. If this MOU is terminated prior to the effective termination date, the ACAO shall be reimbursed \$100 per month for each month remaining under the MOU term.

G. Amendments

This MOU shall not be altered, changed or amended except by a written instrument executed by both parties.

H. Scope of Agreement

This MOU 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 MOU. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

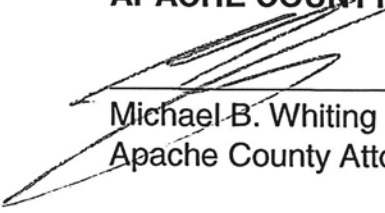
CITY OF ST. JOHNS



Spence Udall, Mayor

10/9/19
Date

APACHE COUNTY ATTORNEY'S OFFICE



Michael B. Whiting
Apache County Attorney

9-27-19
Date

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature:

10-24-19

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

Discussion and possible approval to convert the vacant Attorney One position to an Attorney Two position and hire Celeste Robertson at the starting salary of \$73,116.00 based on her 7 years of intermittent employment with the County Attorney's Office. This amount has been budgeted for fiscal year 2020.

BOS Meeting Date Requested: November 5, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

10-24-19

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

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 promote Tyron Jensen from Attorney One to Attorney Two with a corresponding salary of \$73,116.00. This amount has been budgeted for fiscal year 2020.

BOS Meeting Date Requested November 5, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

10-24-19

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

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

date/time stamp

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

County Manager

Date/Signature: _____

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

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

- Eastern Arizona Counties Organization meeting on November 13, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The Small Counties Forum meeting on November 13, 2019 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association meeting on November 14, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested 11/5/19

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: _____

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 11/5/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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