



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Vice Chairman, District II

Nelson Davis
Supervisor, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
AND THE APACHE COUNTY JAIL DISTRICT**

August 16, 2021
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 COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
August 16, 2021**

1. Discussion and possible approval of the updated contract with the Tohono O'Odham Nation for housing inmates in the Apache County Jail.
2. Discussion and possible approval of the renewal of the contract with AXON Enterprises, Inc., for the use of body-worn cameras utilized by deputies and jail staff at a total cost of \$313,466.80 based over a five-year period. This is funded 50% by the Jail District budget and 50% by the Sheriff's budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
August 16, 2021**

1. Barry Aarons, Apache County Lobbyist: Update on legislative issues.
2. Finance Department: Discussion and possible approval of the 2021-2022 Tax Levy for all County jurisdictions.
3. Finance Department: Discussion and possible approval to award the administrative services contract to MH Consulting and Project Management to administer the Community Development Block Grants (CDBG).
4. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between July 27, 2021 to August 16, 2021. 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 July 23, 2021 and July 27, 2021.
- *C. Notification of applications to apply for federal and state grants for broadband services.

Election Department:

- *D. Request approval of all Replacement Centers, Drop Boxes and Polling Sites for the upcoming November 2, 2021 Special Election.


Human Resources:

- *E. District I: Request authorization to eliminate a Public Works Foreman II position (Range 44) and create a Road Maintenance Worker II position (Range 37).
- *F. IT Department: Request authorization to create and fill two (2) Network Administrator III positions and fill within the salary range. This request will not result in an increase to the FY22 budget.

5. County Manager: Discussion and possible approval to support the County Supervisors Association's out of county tuition proposal.

6. IT Department: Discussion and possible approval to renew the existing phone system maintenance contract with Continuant for a period of one year.
7. Engineering Department: Discussion and possible approval to purchase five (5) motor graders (with trade-ins) for District III, from Empire Machinery, using City of Tucson/OMNIA Partners Purchasing Contract #161534 and utilizing District III Cares Act funding at a cost of \$300,761.41 per machine, which includes a total trade in value of \$232,100.
8. Sheriff's Office: Discussion and possible approval of the renewal of the contract with AXON Enterprises, Inc., for the use of body-worn cameras utilized by deputies and jail staff at a total cost of \$313,466.80 based over a five-year period. This is funded 50% by the Jail District budget and 50% by the Sheriff's budget.
9. Sheriff's Office: Discussion and possible approval to enter into an agreement with Navajo County to administer 9-1-1 bill payments on behalf of Apache County as a member of the Northeastern Arizona 9-1-1 Users Association (NAUA).
10. Sheriff's Office: Discussion and possible approval to enter into an IGA with the Phoenix Police Department to participate in the Arizona Internet Crimes Against Children task force and accept funding in the amount of \$5,000.00. No matching funds are required.
11. County Attorney's Office: Discussion and possible approval to hire a Chief of Staff within the salary range.
12. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

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

Posted this 12th day of August, 2021 @ 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:

Chief Deputy Roscoe Herrera/ 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: Requesting the Board of Supervisor sign the updated contract with the Tohono O' Odham Nation for housing inmates for them in the Apache County Jail.

BOS Meeting Date Requested 08/16/2021

PRE-AGENDA ITEM REVIEW

Legal Review: See Attached

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 _____

**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: 11/5/19

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: Sheriff's Office, Roscoe Herrera, Chief Deputy,

Date/Signature: _____

Jail Dist.

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

Request approval for the renewal of the existing contract and agreement with AXON Enterprises, Inc.,

For the use of body-worn cameras, which Sheriff's deputies and jail staff utilize.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

[Handwritten Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



AXON

Apache County Sheriff's Office - AZ

AXON SALES REPRESENTATIVE

Mike Schmidt
(480) 502-6279
mschmidt@axon.com

ISSUED

6/8/2021



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-302573-44363.617MS

Issued: 06/08/2021

Quote Expiration: 07/31/2021

Account Number: 108864

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Apache County Sheriff's Office - AZ
 370 S. Washington
 St. Johns, AZ 85936
 US

BILL TO

Apache County Sheriff's Office - AZ
 P. O. Box 518
 St. Johns, AZ 85936
 US

SALES REPRESENTATIVE

Mike Schmidt
 Phone: (480) 502-6279
 Email: mschmidt@axon.com
 Fax:

PRIMARY CONTACT

Phone:
 Email:

TAP Refresh #7998

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		55	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		8	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		60	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		55	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	55	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	8	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		8	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	55	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	55	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	220	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
73449	RESPOND DEVICE LICENSE	60	55	0.00	0.00	0.00
Hardware						
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		8	43.90	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	611.14	33,612.70
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00
73827	AB3 CAMERA TAP WARRANTY	60	3	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
					Subtotal	37,920.70
					Estimated Tax	3,052.62
					Total	40,973.32

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		1	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		3	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	1,068.00	58,740.00
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00
					Subtotal	63,048.00
					Estimated Tax	5,075.37
					Total	68,123.37

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
Other						
73309	AXON CAMERA REFRESH ONE		55	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	1,068.00	58,740.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		8	0.00	0.00	0.00
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00
73309	AXON CAMERA REFRESH ONE		1	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00
					Subtotal	63,048.00
					Estimated Tax	5,075.37
					Total	68,123.37

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	1,068.00	58,740.00
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00
					Subtotal	63,048.00
					Estimated Tax	5,075.37
					Total	68,123.37

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
Other						
73310	AXON CAMERA REFRESH TWO		55	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	1,068.00	58,740.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		8	0.00	0.00	0.00
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00
73310	AXON CAMERA REFRESH TWO		1	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
					Subtotal	63,048.00
					Estimated Tax	5,075.37
					Total	68,123.37

Grand Total 313,466.80

Discounts (USD)

Quote Expiration: 07/31/2021

List Amount	320,438.20
Discounts	30,325.50
Total	290,112.70

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
TAP Refresh #7998	0.00
Year 1	40,973.32
Spares	0.00
Year 2	68,123.37
Year 3	68,123.37
Year 4	68,123.37
Year 5	68,123.37
Grand Total	313,466.80

Notes

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #7998. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (Or write N/A): _____	

Please sign and email to Mike Schmidt at mschmidt@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract#: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	

Comments:

New Purchase

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480.550.9251

Shane Bevington
928-245-0181
sbevington@co.apache.az.us



Quotation

Quote: Q-70688-4
Date: 6/10/2016 11:35 AM
Quote Expiration: 8/1/2016
Contract Start Date*: 8/15/2016
Contract Term: 5 years

AX Account Number:
108864

Bill To:
Apache County Sheriff's Office - AZ
P. O. Box 518
St Johns, AZ 85936
US

Ship To:
Shane Bevington
Apache County Sheriff's Office - AZ
370 S. Washington Street
St. Johns, AZ 85936
US

FLEX: 00007998

TAP: 00007997

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jared Zygowicz	(480) 463-2139	jzygowicz@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
55	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 21,945.00	USD 21,945.00	USD 0.00
55	74022	SM POCKET MOUNT, 4", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
55	73006	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
55	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	74023	LG POCKET MOUNT, 6", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
55	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 968.00	USD 52,140.00	USD 0.00	USD 52,140.00
2,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
9	74008	AXON DOCK, 6 BAY + CORR, AXON BODY 2	USD 1,495.00	USD 13,455.00	USD 0.00	USD 13,455.00

55 - 87019 5yr TAP Body 2 - \$0

4 - 87019 5yr TAP Body 2 - \$0

A MUST SHIP & BILL AFTER 7/1/16
JZ

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	70035	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 315.00	USD 315.00	USD 0.00
Due Net 30 Total Before Discounts:						USD 87,855.00
Due Net 30 Discount:						USD 27,260.00
Due Net 30 Net Amount Due:						USD 60,595.00

Due Net 30 Year 2- 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
55	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 52,140.00	USD 0.00	USD 52,140.00
2,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Due Net 30 Year 2- 2017 Total Before Discounts:						USD 52,140.00
Due Net 30 Year 2- 2017 Net Amount Due:						USD 52,140.00

Due Net 30 Year 3- 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
55	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 52,140.00	USD 0.00	USD 52,140.00
2,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Due Net 30 Year 3- 2018 Total Before Discounts:						USD 52,140.00
Due Net 30 Year 3- 2018 Net Amount Due:						USD 52,140.00

Due Net 30 Year 4- 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
55	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 52,140.00	USD 0.00	USD 52,140.00
2,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Due Net 30 Year 4- 2019 Total Before Discounts:						USD 52,140.00
Due Net 30 Year 4- 2019 Net Amount Due:						USD 52,140.00

Due Net 30 Year 5- 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
55	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 52,140.00	USD 0.00	USD 52,140.00
2,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Due Net 30 Year 5- 2020 Total Before Discounts:						USD 52,140.00
Due Net 30 Year 5- 2020 Net Amount Due:						USD 52,140.00

Spare Axon Body 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	74022	SM POCKET MOUNT, 4", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spare Axon Body 2 Total Before Discounts:						USD 0.00
Spare Axon Body 2 Net Amount Due:						USD 0.00

Subtotal	USD 274,155.00
Estimated Shipping & Handling Cost	USD 125.25
Estimated Tax	USD 21,795.33
Grand Total	USD 296,075.58

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Brannon Eagar

Date:

6-27-16

Name (Print):

Brannon Eagar

Title:

Chief Deputy

PO# (if needed):

Quote: Q-70688-4

Please sign and email to Jared Zygowicz at jzygowicz@taser.com or fax to 480.550.9251

THANK YOU FOR YOUR BUSINESS!

*Protect Life® and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
© 2013 TASER International, Inc. All rights reserved.

TASER International, Inc.

Signature:

Name:

Title:

Date:

[Signature]
Josh Jones
Field Support
6/27/16



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

Apache County Sheriff's Office - AZ

CITY Agreement Number:



MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Apache County Sheriff's Office - AZ, (**Agency, Party** or collectively **Parties**) having its principal place of business at 370 S. Washington Street, St. Johns, AZ, 85936, is entered into as of August, 15, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-70688 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

- 1 Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

- 1.1 Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

- 2 Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

Title: Evidence.com Master Service Agreement with Exhibits
Department: Legal
Version: 11.0
Release Date: 7/31/2015

Page 2 of 15



"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or

as provided by state or federal law.

7 **Warranties.**

7.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.



- 7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.
- 7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.
- 7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.
- 8 **Product Warnings.** See our website at www.TASER.com for the most current product warnings.
- 9 **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10 **Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11 **Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 13 **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for

which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 **Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

15 **Termination.**

- 15.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.
- 15.2 **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.
- 15.3 **Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.
- 15.4 **After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless



legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.

16.2 Excusable delays. TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

16.6 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

16.7 Non-discrimination and Equal Opportunity. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age,

national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:




TASER: TASER International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com

AGENCY:

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

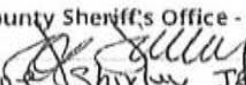
16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.
Signature: 
Name: Justin Israel
Title: EVP, Global Sales
Date: 6/13/16
Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

Email: contracts@taser.com

Apache County Sheriff's Office - AZ
Signature: 
Name: Joe Shirley Jr
Title: Chairman
Date: 6/21/16
Address: 370 S. Washington Street, St. Johns, AZ, 85936

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically

burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER



disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10 License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).



TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.



- 5.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

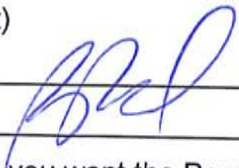
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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:

Barry Aarons, Apache County Lobbyist: Update on legislative issues.

BOS Meeting Date Requested 8/16/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Finance

Date/Signature: *[Signature]* 8/5/2021

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

Discussion and possible approval of the 2021-2022 Tax Levy for all County jurisdictions.

BOS Meeting Date Requested August 16, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature N/A

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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

APACHE COUNTY
RESOLUTION SETTING FY2020-2021 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX AUTHORITY NUMBER	APACHE COUNTY	FY22 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY21 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2021/2022	RATE % INCREASE (DECREASE) 2021/2022
02000	Primary:						
02001	County	0.6219	483,626,316	3,007,672	0.6310	(0.0091)	-1.44%
	State School Equalization (State Mandated)	0.4263	483,626,316	2,061,699	0.4426	(0.0163)	-3.68%
	Total Primary Rate	<u>1.0482</u>			<u>1.0736</u>	<u>(0.0254)</u>	<u>-2.37%</u>
	Secondary:						
52000	General Fund Override	-	483,626,316	1,497,307	-	(0.0045)	-1.43%
14900	Library District	0.3096	483,626,316	1,191,655	0.3141	(0.0036)	-1.44%
29999	Public Health District	0.2464	483,626,316	953,227	0.2000	(0.0029)	-1.45%
28000	Jail District	0.1971	483,626,316	476,856	0.1000	(0.0014)	-1.40%
28002	Juvenile Jail District	0.0986	483,626,316	2,378,474	0.4918	-	0.00%
58000	Jr. College Tuition	0.4918	483,626,316	725,439	0.1500	-	0.00%
56000	Post Secondary Education	0.1500	483,626,316	164,545	0.0892	(0.0032)	-3.59%
15000	Flood Control	0.0860	191,331,632	-	0.1113	(0.1113)	0.00%
14901	Library Construction Bond	-	483,626,316	435,747	0.0916	(0.0015)	-1.64%
11900	Fire Dist. Assistance	0.0901	483,626,316	7,823,252	<u>1.7980</u>	<u>(0.1284)</u>	<u>-7.14%</u>
	Total Secondary Rate	<u>1.6696</u>					
	TOWN OF EAGAR						
04106	Primary	-	-	-	-	-	0.00%
54106	Secondary	-	-	-	-	-	0.00%
	TOWN OF SPRINGVILLE						
04103	Primary	-	-	-	-	-	0.00%
54103	Secondary	-	-	-	-	-	0.00%
	CITY OF ST. JOHNS						
04150	Primary	-	-	-	-	-	0.00%
54150	Secondary	-	-	-	-	-	0.00%
	ST. JOHNS SCHOOL #1						
07001	Primary	3.8559	29,908,856	1,153,256	3.9252	(0.0693)	-1.77%
57001	Secondary	0.7400	29,908,856	221,326	0.7477	(0.0077)	-1.03%
	(Additional Assistance Override approved 2016)	0.4104	29,908,856	122,746	0.3479	0.0625	17.50%
	(M&O Override Approved 2014)	0.3296	29,908,856	98,580	0.3998	(0.0702)	-17.50%
	Class A Bonds	-	-	-	-	-	0.00%
67001	Class B Bonds	-	-	-	-	-	0.00%
77001	Adjacent Ways	-	-	-	-	-	0.00%
87001		-	-	-	-	-	0.00%

APACHE COUNTY
RESOLUTION SETTING FY2020-2021 TAX LEVIES AND RATES

TAX AUTHORITY NUMBER	RESOLUTION NO. _____	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY21 TAX RATE	CONCHO SCHOOL #6		ALPINE SCHOOL #7		WINDOW ROCK SCHOOL #8		VERNON SCHOOL #9		ROUND VALLEY SCHOOL #10		SANDERS SCHOOL #18					
					FY22 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY21 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2021/2022	RATE % INCREASE (DECREASE) 2021/2022	FY22 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY21 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2021/2022	RATE % INCREASE (DECREASE) 2021/2022	FY22 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY21 TAX RATE
05006		19,157,779	1,254,011	6.5457	19,157,779	1,254,011	6.7964	6.7964	6.7964	(0.2507)	-3.69%									
55006		-	-	-	-	-	-	-	-	-	0.00%									
65006		19,157,779	99,774	0.5208	19,157,779	99,774	0.5229	0.5229	0.5229	(0.0021)	0.00%									
75006		-	-	-	-	-	-	-	-	-	-0.40%									
85006		-	-	-	-	-	-	-	-	-	0.00%									
05007		17,666,160	573,426	3.2459	17,666,160	573,426	3.1933	3.1933	3.1933	0.0526	1.65%									
55007		-	-	-	-	-	-	-	-	-	0.00%									
65007		-	-	-	-	-	-	-	-	-	0.00%									
75007		-	-	-	-	-	-	-	-	-	0.00%									
85007		-	-	-	-	-	-	-	-	-	0.00%									
07008		13,246,010	-	-	13,246,010	-	-	-	-	-	0.00%									
57008		-	-	-	-	-	-	-	-	-	0.00%									
67008		-	-	-	-	-	-	-	-	-	0.00%									
77008		13,246,010	345,416	2.6077	13,246,010	345,416	2.5286	2.5286	2.5286	0.0791	3.13%									
87008		-	-	-	-	-	-	-	-	-	0.00%									
05009		17,699,134	1,178,568	6.6589	17,699,134	1,178,568	5.6143	5.6143	5.6143	1.0446	18.61%									
55009		-	-	-	-	-	-	-	-	-	0.00%									
65009		-	-	-	-	-	-	-	-	-	0.00%									
75009		-	-	-	-	-	-	-	-	-	0.00%									
85009		-	-	-	-	-	-	-	-	-	0.00%									
07010		341,431,524	7,753,910	2.2710	341,431,524	7,753,910	2.2771	2.2771	2.2771	(0.0061)	-0.27%									
57010		341,431,524	1,083,704	0.3174	341,431,524	1,083,704	0.3215	0.3215	0.3215	(0.0041)	-1.28%									
67010		-	-	-	-	-	-	-	-	-	0.00%									
77010		341,431,524	701,642	0.2055	341,431,524	701,642	0.1940	0.1940	0.1940	0.0115	5.93%									
87010		-	-	-	-	-	-	-	-	-	0.00%									
07999		341,431,524	-	-	341,431,524	-	-	-	-	-	0.00%									
07018		17,832,426	-	-	17,832,426	-	-	-	-	-	0.00%									
57018		-	-	-	-	-	-	-	-	-	0.00%									
67018		-	-	-	-	-	-	-	-	-	0.00%									
77018		-	-	-	-	-	-	-	-	-	0.00%									
87018		-	-	-	-	-	-	-	-	-	0.00%									

APACHE COUNTY
RESOLUTION SETTING FY2020-2021 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX AUTHORITY NUMBER	RESOLUTION NO.	FY22 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY21 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2021/2022	RATE % INCREASE (DECREASE) 2021/2022
GANADO SCHOOL #20							
07019	Primary	1.8350	20,570,732	377,473	2.0905	(0.2555)	-12.22%
57019	Secondary	-	-	-	-	-	0.00%
67019	Class A Bonds	-	-	-	-	-	0.00%
77019	Class B Bonds	-	-	-	-	-	0.00%
87019	Adjacent Ways	-	-	-	-	-	0.00%
McNARY SCHOOL #23							
05023	Primary	-	905,934	-	-	-	0.00%
55023	Secondary	-	-	-	-	-	0.00%
65023	Class A Bonds	-	-	-	-	-	0.00%
75023	Class B Bonds	-	-	-	-	-	0.00%
85023	Adjacent Ways	-	-	-	-	-	0.00%
CHINLE SCHOOL #24							
07024	Primary	-	2,933,633	-	4.4389	(4.4389)	0.00%
57024	Secondary	-	-	-	-	-	0.00%
67024	Class A Bonds	-	-	-	-	-	0.00%
77024	Class B Bonds	-	-	-	-	-	0.00%
87024	Adjacent Ways	-	-	-	-	-	0.00%
RED MESA SCHOOL #27							
07027	Primary	-	2,274,128	-	-	-	0.00%
57027	Secondary	-	-	-	-	-	0.00%
67027	Class A Bonds	-	-	-	-	-	0.00%
77027	Class B Bonds	-	-	-	-	-	0.00%
87027	Adjacent Ways	-	-	-	-	-	0.00%
CONCHO FIRE DISTRICT							
11603	CONCHO FIRE DISTRICT	3.2500	3,338,276	108,494	3.2500	-	0.00%
11604	GREER FIRE DISTRICT	2.9780	16,789,593	500,000	3.0895	(0.1114)	-3.61%
11618	PUERCO VALLEY FIRE DISTRICT	3.2500	14,613,208	474,929	3.2500	-	0.00%
11619	GANADO FIRE DISTRICT	3.2485	20,570,732	668,250	3.2500	(0.0015)	-0.04%
11605	ALPINE FIRE DISTRICT	2.4000	25,501,909	612,046	2.4000	-	0.00%
11620	VERNON FIRE DISTRICT	3.2500	15,897,013	516,653	3.2500	-	0.00%
11621	NUTRIOSO FIRE DISTRICT	-	-	-	-	-	0.00%
ALPINE SANITARY DISTRICT							
21701	ALPINE SANITARY DISTRICT	1.9898	6,301,016	125,380	2.1823	(0.1925)	-8.82%
16002	ALPINE DOMESTIC WID	-	-	-	-	-	0.00%
10251	NAVAPACHE HOSPITAL DISTRICT	-	-	-	-	-	0.00%
16000	OJO BONITO WATER DISTRICT	-	-	-	-	-	0.00%
16001	VERNON WATER DISTRICT	-	-	-	-	-	0.00%
21710	LITTLE COLO. SANITARY	0.3203	15,612,455	50,000	0.3321	(0.0119)	-3.57%
10260	WHITE MOUNTAIN HCD	0.6300	112,836,194	710,868	0.6600	(0.0300)	-4.55%
10270	NO. APACHE COUNTY HCD	3.6935	56,856,929	2,100,000	3.6706	0.0229	0.62%
30000	NO. ARIZONA VIT	0.0500	371,340,380	185,670	0.0500	-	0.00%
30001	NATIVE	0.0500	56,856,929	28,428	0.0500	-	0.00%

APACHE COUNTY
RESOLUTION SETTING FY2020-2021 TAX LEVIES AND RATES

RESOLUTION NO. _____

TAX AUTHORITY NUMBER	FY22 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY21 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2021/2022	RATE % INCREASE (DECREASE) 2021/2022
28003	85.00		57,800	\$85	-	0.00%
		680				

CONCHO COUNTY IMPROVEMENT

APPROVED:

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

**ADMINISTRATIVE SERVICES CONTRACT
COMMUNITY DEVELOPMENT BLOCK GRANTS
APACHE COUNTY, CONTRACT #**

THIS CONTRACT, made and entered into as of the 16th day of August, 2021, by and between the MH Consulting and Project Management LLC., PO Box 333, Saint Johns, AZ 85936, hereinafter called the CONSULTANT, and Apache County, 75 West Cleveland, Saint Johns, AZ 85936, hereinafter called the RECIPIENT.

WITNESSETH:

WHEREAS, the RECIPIENT is in receipt of a Community Development Block Grant from the State of Arizona Department of Housing (ADOH), Contracts #122-21 and #123-21; and

WHEREAS, the RECIPIENT desires assistance in administering said grants; and

WHEREAS, the CONSULTANT is agreeable to providing such assistance;

NOW, THEREFORE, the parties do mutually agree as follows:

A. Purpose

The purpose of this contract is to authorize the CONSULTANT to provide administrative services to the RECIPIENT for a State of Arizona Department of Housing (ADOH) Community Development Block Grant (CDBG), Contracts #122-21 and 123-21. Services to be provided are detailed in the Scope of Work but will generally include services under ADOH's Program requirements.

B. Scope of Work

CONSULTANT agrees to provide the following:

- Establish and maintain the recordkeeping system for the grants as prescribed by ADOH procedures.
- Work with Northern Arizona Council of Governments (NACOG), to complete the environmental review record if necessary.
- Respond to ADOH requests for information concerning these grants.
- Prepare various requests for proposals and administer the procurement and contracting of architects, engineers and/or other professional services as needed to design various components of grant activities; review and score the RFP responses and recommend awards for consideration by the RECIPIENT Board based on documented objective information.
- Review architectural and/or engineering reports, plans and specifications.
- Execute the procurement and contracting process to identify contractor(s) as needed to complete grant activities in compliance with ADOH Program requirements. Supplemental to this activity will be the following:
 - ✓ In conjunction with the architect/engineer, prepare legal notices for publication and bid documents in order to solicit bids.
 - ✓ Conduct pre-bid conference.
 - ✓ Develop any sub-recipient contracts/agreements.
 - ✓ Negotiate final contract with contractors; obtain review and approval from RECIPIENT attorney; present for final approval to the RECIPIENT council.
 - ✓ In conjunction with the architect/engineer, conduct contractor pre-work conferences, and develop and maintain a current work schedule in conjunction with the construction contractor and RECIPIENT staff.
- Request and utilize the wage rate determinations (Davis-Bacon) from ADOH, maintaining compliance with ADOH program and Department of Labor requirements. The CONSULTANT shall supply information to the RECIPIENT as necessary for monitoring of compliance to include, but not be limited to, inclusion of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the RECIPIENT.
- Monitor construction work through schedule, desk reviews and on-site visits, ensuring close coordination and communication between contractors and RECIPIENT staff and oversee labor

standards compliance; be available for at least bi-weekly progress meetings to be held with RECIPIENT staff and applicable contractor(s).

- Review and approve, in conjunction with RECIPIENT staff, any and all changes of work contracts as may be required.
- Review and approve all receipts and invoices to be submitted to the RECIPIENT for payment; prepare payment request forms to be submitted to ADOH.
- Coordinate financial management; monitor fiscal files and ledgers for accuracy and verify expenses.
- Establish all required grant management files for monitoring in compliance with ADOH program management, provide original documents to the RECIPIENT and maintaining duplicate record keeping.
- Prepare final close-out report upon completion of grant activities in compliance with ADOH program management.
- Attend RECIPIENT Board meetings as needed relative to activities under this contract.
- Ensure compliance with all applicable regulations as specified by ADOH, including all applicable handbooks.

RECIPIENT agrees to the following:

- Ensure the availability of staff assistance as needed to assist with review and oversight of documents and construction.
- Ensure maintenance of original grant files, recordkeeping and financial records and ensure availability of accounting services as needed to process contract disbursement and reimbursement funds.
- Provide funds for the cost of publication of public notices and public hearings.
- Provide time on the RECIPIENT Board agenda for required public hearings and resolutions.
- Conduct an audit in compliance with the Single Audit Act and ADOH, and in conjunction with the RECIPIENT annual audit; forward the audit report to the ADOH within thirty (30) days of completion and resolve all audit findings, if applicable.

C. Term of Agreement

Activities under this contract shall commence on or about the 16th day of August, 2021, and shall be completed on or about the 31st day of July, 2022. The term of the contract may be extended upon mutual agreement.

D. Amount and Method of Compensation

The RECIPIENT shall pay the CONSULTANT a sum of \$15,000 based on approximately 300 hours at an hourly rate of \$50.00. This sum shall include all CONSULTANT staff time and travel expenses. The method of payment shall be as follows:

CONSULTANT will invoice Apache County weekly. Payments shall be made on a net thirty (30) day basis upon proper submission of an invoice documenting the services performed by CONSULTANT.

E. Terms and Conditions

This contract is subject to the provisions and certifications submitted in the proposal dated July 29, 2021, and are incorporated by reference herein and shall be interpreted as if such were printed in full herein.

1. Pre-Award Activities

MH Consulting is to provide administrative services which are exempt from environmental requirements. Pre-award activities completed by *MH Consulting* shall be in compliance with all regulations governing the typical implementation of federally funded projects and the RECIPIENT shall incur no financial obligations to the CONSULTANT should such activities be deemed unacceptable by ADOH. Pre-award activities completed by *MH Consulting* as a part of this contract will become obligations of the RECIPIENT only upon execution of the contract with ADOH. If for any reason the RECIPIENT does not execute a contract for funding of this grant, the RECIPIENT will have no obligation to *MH Consulting* under this contract.

2. Termination of Contract

- a. If, for any reason, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements or stipulations of this contract, the RECIPIENT shall thereupon have the right to terminate the contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this contract shall, at the option of the RECIPIENT, become RECIPIENT's property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. The CONSULTANT will not accept liability for loss of funding due to project delays.
- b. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the RECIPIENT for damages sustained by the RECIPIENT by virtue of any breach of the contract by the CONSULTANT and the RECIPIENT may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the RECIPIENT from the CONSULTANT is determined.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.
- d. The RECIPIENT may terminate this contract at any time by giving at least ten (10) days written notice to the CONSULTANT. If the contract is terminated by the RECIPIENT as provided herein, the CONSULTANT will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONSULTANT, Section 2a. hereof relative to termination shall apply.

3. Changes

The RECIPIENT may request changes in the scope of the services of the CONSULTANT to be performed hereunder. Subject to ADOH Program limitations, such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the RECIPIENT and the CONSULTANT, shall be incorporated in written amendments to this contract.

4. Personnel

- a. All of the services required hereunder will be performed by the CONSULTANT or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- b. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the RECIPIENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. Assignability

The CONSULTANT shall not assign any interest on this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the RECIPIENT. Thereto; provided, however, that claims for money by the CONSULTANT from the RECIPIENT under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the RECIPIENT.

6. Records Maintenance and Retention

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the RECIPIENT to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for three (3) years after the grant contract Closeout between HUD and ADOH unless permission to destroy them is granted in writing by the RECIPIENT.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the RECIPIENT.

8. Copyright

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

All reports, maps and other documents completed as part of this contract, other than documents exclusively for internal use by the RECIPIENT, or by ADOH, shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared:

“Preparation of this (report, map, document, etc.) was aided through a Community Development Block Grant from the State of Arizona Department of Housing and as such is not copyrightable. It may be reprinted with customary source credit.”

9. Compliance with Local Laws

The CONSULTANT shall comply with all applicable state and local laws, ordinances and codes and the CONSULTANT shall hold the RECIPIENT harmless with respect to any damages arising from any tort done by the CONSULTANT or his representatives in performing any of the work embraced by this contract.

10. Interest of Members of APACHE COUNTY Governing Body

No member of the governing body of the APACHE COUNTY and no other officer, employee or agent of APACHE COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the CONSULTANT shall take appropriate steps to assure compliance.

11. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the CONSULTANT shall take appropriate steps to assure compliance.

12. CONSULTANT will comply with the requirements of the Americans with Disabilities Act(ADA).

IN WITNESS WHEREOF, the CONSULTANT and the RECIPIENT do hereby execute this contract as of the date first written above.

MH CONSULTING

APACHE COUNTY

Malena Hannah

Joe Shirley, Jr., Chairman

ATTEST:

Apache County Clerk of the Board

Approved as to Form

Apache County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: Sh CBL 8/12/21

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 July 27, 2021 to August 16, 2021. 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 8/16/2021

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	1098135	07/22/21	Accounts Payable	COURTESY CHEVROLET	43,067.76
Open	NBAZ - Warrant Clearing Account	Check	1098136	07/22/21	Accounts Payable	RUSH TRUCK CENTER	153,813.50
Open	NBAZ - Warrant Clearing Account	Check	1098137	07/22/21	Accounts Payable	RANDY SHERLOCK	102.00
Open	NBAZ - Warrant Clearing Account	Check	1098470	07/27/21	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	420,185.78
Open	NBAZ - Warrant Clearing Account	Check	1098471	07/27/21	Accounts Payable	AZ STATE RETIREMENT SYSTEM	279,502.67
Open	NBAZ - Warrant Clearing Account	Check	1098472	07/28/21	Accounts Payable	4IMPRINT	2,036.82
Open	NBAZ - Warrant Clearing Account	Check	1098473	07/28/21	Accounts Payable	ALLEGRA	504.72
Open	NBAZ - Warrant Clearing Account	Check	1098474	07/28/21	Accounts Payable	ALPINE WATER AND SANITARY	71.54
Open	NBAZ - Warrant Clearing Account	Check	1098475	07/28/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	461.20
Open	NBAZ - Warrant Clearing Account	Check	1098476	07/28/21	Accounts Payable	AMAZON COM INC (Health & Library)	3,137.86
Open	NBAZ - Warrant Clearing Account	Check	1098477	07/28/21	Accounts Payable	DAWN MICHELLE BEUS	2,343.78
Open	NBAZ - Warrant Clearing Account	Check	1098478	07/28/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	251.11
Open	NBAZ - Warrant Clearing Account	Check	1098479	07/28/21	Accounts Payable	ELIZABETH A CASTILLO	42.78
Open	NBAZ - Warrant Clearing Account	Check	1098480	07/28/21	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	3,620.00
Open	NBAZ - Warrant Clearing Account	Check	1098481	07/28/21	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	72.00
Open	NBAZ - Warrant Clearing Account	Check	1098482	07/28/21	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	16.00
Open	NBAZ - Warrant Clearing Account	Check	1098483	07/28/21	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,391.60
Open	NBAZ - Warrant Clearing Account	Check	1098484	07/28/21	Accounts Payable	JOSEPH DEDMAN JR	12.00
Open	NBAZ - Warrant Clearing Account	Check	1098485	07/28/21	Accounts Payable	TAMARA SUE ELLSWORTH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098486	07/28/21	Accounts Payable	FLEET PRIDE	256.08
Open	NBAZ - Warrant Clearing Account	Check	1098487	07/28/21	Accounts Payable	HILL AZ GROCERY STORE	32.88
Open	NBAZ - Warrant Clearing Account	Check	1098488	07/28/21	Accounts Payable	HILL AZ GROCERY STORE	161.77
Open	NBAZ - Warrant Clearing Account	Check	1098489	07/28/21	Accounts Payable	JONES OUTDOOR ADVERTISING INC	450.00
Open	NBAZ - Warrant Clearing Account	Check	1098490	07/28/21	Accounts Payable	KONICA MINOLTA	146.77
Open	NBAZ - Warrant Clearing Account	Check	1098491	07/28/21	Accounts Payable	REITA MOORE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098492	07/28/21	Accounts Payable	MOORE LAW PLLC	488.00
Open	NBAZ - Warrant Clearing Account	Check	1098493	07/28/21	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	550.51
Open	NBAZ - Warrant Clearing Account	Check	1098494	07/28/21	Accounts Payable	TOBIE KLIESSEN OVERSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098495	07/28/21	Accounts Payable	DOUGLAS LANCE PEARCE	56.60
Open	NBAZ - Warrant Clearing Account	Check	1098496	07/28/21	Accounts Payable	PINAL COUNTY ARIZONA	16,800.00
Open	NBAZ - Warrant Clearing Account	Check	1098497	07/28/21	Accounts Payable	QUILL CORP	725.41
Open	NBAZ - Warrant Clearing Account	Check	1098498	07/28/21	Accounts Payable	ROGUE FITNESS	5,190.50
Open	NBAZ - Warrant Clearing Account	Check	1098499	07/28/21	Accounts Payable	RV STRIPES & GRAPHICS, INC.	6,941.70
Open	NBAZ - Warrant Clearing Account	Check	1098500	07/28/21	Accounts Payable	SAFEWAY INC	50.82
Open	NBAZ - Warrant Clearing Account	Check	1098501	07/28/21	Accounts Payable	STAPLES CREDIT PLAN	418.93
Open	NBAZ - Warrant Clearing Account	Check	1098502	07/28/21	Accounts Payable	SYMBOL ARTS	292.76
Open	NBAZ - Warrant Clearing Account	Check	1098503	07/28/21	Accounts Payable	THE POUR STATION	880.32
Open	NBAZ - Warrant Clearing Account	Check	1098504	07/28/21	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	65.50
Open	NBAZ - Warrant Clearing Account	Check	1098505	07/28/21	Accounts Payable	WALMART COMMUNITY	45.78

Status	Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098506	07/28/21	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	441.26
Open	NBAZ - Warrant Clearing Account	Check	1098507	07/28/21	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	678.87
Open	NBAZ - Warrant Clearing Account	Check	1098508	07/28/21	Accounts Payable	JOYCLYNN WHITTING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098509	07/28/21	Accounts Payable	MICHAEL B WHITTING	64.30
Open	NBAZ - Warrant Clearing Account	Check	1098510	07/28/21	Accounts Payable	JULIE R WILKINS	150.00
Open	NBAZ - Warrant Clearing Account	Check	1098511	07/28/21	Accounts Payable	WOODLAND BUILDING CENTER	189.71
Open	NBAZ - Warrant Clearing Account	Check	1098512	07/28/21	Accounts Payable	YAZZIE'S AUTO PARTS INC	366.27
Open	NBAZ - Warrant Clearing Account	Check	1098513	07/28/21	Accounts Payable	ALSCO INC	537.66
Open	NBAZ - Warrant Clearing Account	Check	1098514	07/28/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	710.88
Open	NBAZ - Warrant Clearing Account	Check	1098515	07/28/21	Accounts Payable	AMAZON COM INC (Health & Library)	28.26
Open	NBAZ - Warrant Clearing Account	Check	1098516	07/28/21	Accounts Payable	AMERICAN JAIL ASSOCIATION	940.00
Open	NBAZ - Warrant Clearing Account	Check	1098517	07/28/21	Accounts Payable	ASHTONS REPAIR INC	70.79
Open	NBAZ - Warrant Clearing Account	Check	1098518	07/28/21	Accounts Payable	ASPEN TIRE & OIL	84.86
Open	NBAZ - Warrant Clearing Account	Check	1098519	07/28/21	Accounts Payable	AZ EMERGENCY PRODUCTS	522.67
Open	NBAZ - Warrant Clearing Account	Check	1098520	07/28/21	Accounts Payable	AZ SUPREME COURT	750.00
Open	NBAZ - Warrant Clearing Account	Check	1098521	07/28/21	Accounts Payable	AZLIGEBT	335,612.73
Open	NBAZ - Warrant Clearing Account	Check	1098522	07/28/21	Accounts Payable	B & H WHOLESALE POPCORN CANNERY	86.50
Open	NBAZ - Warrant Clearing Account	Check	1098523	07/28/21	Accounts Payable	HAYLEE MICHELLE BARRAGAN	105.00
Open	NBAZ - Warrant Clearing Account	Check	1098524	07/28/21	Accounts Payable	BASHAS' CORPORATE OFFICE	36.77
Open	NBAZ - Warrant Clearing Account	Check	1098525	07/28/21	Accounts Payable	BAUMAN HOME AND AUTO INC	1,629.90
Open	NBAZ - Warrant Clearing Account	Check	1098526	07/28/21	Accounts Payable	SARAH MAE BEGAY	430.00
Open	NBAZ - Warrant Clearing Account	Check	1098527	07/28/21	Accounts Payable	DAWN MICHELLE BEUS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098528	07/28/21	Accounts Payable	BINGHAM EQUIPMENT COMPANY	100.04
Open	NBAZ - Warrant Clearing Account	Check	1098529	07/28/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	5.00
Open	NBAZ - Warrant Clearing Account	Check	1098530	07/28/21	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,325.00
Open	NBAZ - Warrant Clearing Account	Check	1098531	07/28/21	Accounts Payable	BOB BARKER COMPANY INC	403.24
Open	NBAZ - Warrant Clearing Account	Check	1098532	07/28/21	Accounts Payable	JARROD C BROOKS	224.41
Open	NBAZ - Warrant Clearing Account	Check	1098533	07/28/21	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1098534	07/28/21	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1098535	07/28/21	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1098536	07/28/21	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	22.76
Open	NBAZ - Warrant Clearing Account	Check	1098537	07/28/21	Accounts Payable	CDW GOVERNMENT LLC	425.98
Open	NBAZ - Warrant Clearing Account	Check	1098538	07/28/21	Accounts Payable	CELLULAR ONE NE AZ	451.12
Open	NBAZ - Warrant Clearing Account	Check	1098539	07/28/21	Accounts Payable	MICHAEL V CIRIVELLO	42.00
Open	NBAZ - Warrant Clearing Account	Check	1098540	07/28/21	Accounts Payable	KIMBERLY LOUISE COLE	105.48
Open	NBAZ - Warrant Clearing Account	Check	1098541	07/28/21	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	74,808.00
Open	NBAZ - Warrant Clearing Account	Check	1098542	07/28/21	Accounts Payable	RODGER DAHOZY	39.47
Open	NBAZ - Warrant Clearing Account	Check	1098543	07/28/21	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	92.18
Open	NBAZ - Warrant Clearing Account	Check	1098544	07/28/21	Accounts Payable	DEMCO	101.61

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098545	07/28/21	Accounts Payable	DESERT MOUNTAIN CORPORATION	17,466.51
Open	NBAZ - Warrant Clearing Account	Check	1098546	07/28/21	Accounts Payable	FELIPA A EARL	96.04
Open	NBAZ - Warrant Clearing Account	Check	1098547	07/28/21	Accounts Payable	EMPIRE MACHINERY	376.49
Open	NBAZ - Warrant Clearing Account	Check	1098548	07/28/21	Accounts Payable	FBI-LEEDA INC	695.00
Open	NBAZ - Warrant Clearing Account	Check	1098549	07/28/21	Accounts Payable	FRONTIER	933.93
Open	NBAZ - Warrant Clearing Account	Check	1098550	07/28/21	Accounts Payable	FRONTIER	431.33
Open	NBAZ - Warrant Clearing Account	Check	1098551	07/28/21	Accounts Payable	FRONTIER	172.67
Open	NBAZ - Warrant Clearing Account	Check	1098552	07/28/21	Accounts Payable	FRONTIER	209.63
Open	NBAZ - Warrant Clearing Account	Check	1098553	07/28/21	Accounts Payable	FRONTIER	24.79
Open	NBAZ - Warrant Clearing Account	Check	1098554	07/28/21	Accounts Payable	FRONTIER	57.89
Open	NBAZ - Warrant Clearing Account	Check	1098555	07/28/21	Accounts Payable	FRONTIER	257.24
Open	NBAZ - Warrant Clearing Account	Check	1098556	07/28/21	Accounts Payable	FRONTIER	277.00
Open	NBAZ - Warrant Clearing Account	Check	1098557	07/28/21	Accounts Payable	FRONTIER	732.52
Open	NBAZ - Warrant Clearing Account	Check	1098558	07/28/21	Accounts Payable	FRONTIER	795.33
Open	NBAZ - Warrant Clearing Account	Check	1098559	07/28/21	Accounts Payable	GALLUP LUMBER & SUPPLY	165.70
Open	NBAZ - Warrant Clearing Account	Check	1098560	07/28/21	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,618.50
Open	NBAZ - Warrant Clearing Account	Check	1098561	07/28/21	Accounts Payable	DARYL GREER	805.55
Open	NBAZ - Warrant Clearing Account	Check	1098562	07/28/21	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
Open	NBAZ - Warrant Clearing Account	Check	1098563	07/28/21	Accounts Payable	ADA C GUINN	86.65
Open	NBAZ - Warrant Clearing Account	Check	1098564	07/28/21	Accounts Payable	RICHARD C GUINN	73.80
Open	NBAZ - Warrant Clearing Account	Check	1098565	07/28/21	Accounts Payable	HAMBLIN & ASSOCIATES LLC	6,050.00
Open	NBAZ - Warrant Clearing Account	Check	1098566	07/28/21	Accounts Payable	HILL AZ GROCERY STORE	206.80
Open	NBAZ - Warrant Clearing Account	Check	1098567	07/28/21	Accounts Payable	HILL AZ GROCERY STORE	141.17
Open	NBAZ - Warrant Clearing Account	Check	1098568	07/28/21	Accounts Payable	HILLYARD/FLAGSTAFF	243.63
Open	NBAZ - Warrant Clearing Account	Check	1098569	07/28/21	Accounts Payable	HOME DEPOT	286.82
Open	NBAZ - Warrant Clearing Account	Check	1098570	07/28/21	Accounts Payable	HORNE AUTO CENTER INC	5.31
Open	NBAZ - Warrant Clearing Account	Check	1098571	07/28/21	Accounts Payable	BRIAN HOUNSHELL	124.14
Open	NBAZ - Warrant Clearing Account	Check	1098572	07/28/21	Accounts Payable	INGRAM LIBRARY SERVICES	2,597.88
Open	NBAZ - Warrant Clearing Account	Check	1098573	07/28/21	Accounts Payable	JJ KELLER & ASSOCIATES	915.23
Open	NBAZ - Warrant Clearing Account	Check	1098574	07/28/21	Accounts Payable	DENNISE L JONES	35.00
Open	NBAZ - Warrant Clearing Account	Check	1098575	07/28/21	Accounts Payable	JONES OUTDOOR ADVERTISING INC	225.00
Open	NBAZ - Warrant Clearing Account	Check	1098576	07/28/21	Accounts Payable	MICHAEL LATHAM	153.76
Open	NBAZ - Warrant Clearing Account	Check	1098577	07/28/21	Accounts Payable	KAYLA LOGAN	127.58
Open	NBAZ - Warrant Clearing Account	Check	1098578	07/28/21	Accounts Payable	PEYTON LOWE	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098579	07/28/21	Accounts Payable	MACKENZIE MARIE MERRILL	85.05
Open	NBAZ - Warrant Clearing Account	Check	1098580	07/28/21	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1098581	07/28/21	Accounts Payable	NAPA	517.60
Open	NBAZ - Warrant Clearing Account	Check	1098582	07/28/21	Accounts Payable	NATUREPLAY ART COMPANY	304.76
Open	NBAZ - Warrant Clearing Account	Check	1098583	07/28/21	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	6.30

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098584	07/28/21	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	2,977.71
Open	NBAZ - Warrant Clearing Account	Check	1098585	07/28/21	Accounts Payable	TEDDY MILES NEWMAN	27.32
Open	NBAZ - Warrant Clearing Account	Check	1098586	07/28/21	Accounts Payable	NORTHERN SAFETY COMPANY INC	382.11
Open	NBAZ - Warrant Clearing Account	Check	1098587	07/28/21	Accounts Payable	OVERDRIVE INC	886.10
Open	NBAZ - Warrant Clearing Account	Check	1098588	07/28/21	Accounts Payable	PACIFIC PONDEROSA CO INC	7,978.84
Open	NBAZ - Warrant Clearing Account	Check	1098589	07/28/21	Accounts Payable	DOUGLAS LANCE PEARCE	753.89
Open	NBAZ - Warrant Clearing Account	Check	1098590	07/28/21	Accounts Payable	PERKINS CINDERS INC	566.30
Open	NBAZ - Warrant Clearing Account	Check	1098591	07/28/21	Accounts Payable	MERIK G PETTTT	30.00
Open	NBAZ - Warrant Clearing Account	Check	1098592	07/28/21	Accounts Payable	QUILL CORP	1,269.97
Open	NBAZ - Warrant Clearing Account	Check	1098593	07/28/21	Accounts Payable	QUINCY ORONA ORIGINALS	487.24
Open	NBAZ - Warrant Clearing Account	Check	1098594	07/28/21	Accounts Payable	R&S NORTHEAST LLC	1,294.71
Open	NBAZ - Warrant Clearing Account	Check	1098595	07/28/21	Accounts Payable	RELIABLE BACKGROUND SCREENING	88.00
Open	NBAZ - Warrant Clearing Account	Check	1098596	07/28/21	Accounts Payable	RHINEHART OIL CO	39.13
Open	NBAZ - Warrant Clearing Account	Check	1098597	07/28/21	Accounts Payable	JOHN MICHAEL ROBERTSON	699.98
Open	NBAZ - Warrant Clearing Account	Check	1098598	07/28/21	Accounts Payable	ROGUE FITNESS	1,476.55
Open	NBAZ - Warrant Clearing Account	Check	1098599	07/28/21	Accounts Payable	SAFELITE AUTO GLASS	164.95
Open	NBAZ - Warrant Clearing Account	Check	1098600	07/28/21	Accounts Payable	SAFETY KLEEN	317.79
Open	NBAZ - Warrant Clearing Account	Check	1098601	07/28/21	Accounts Payable	SAFEWAY INC	102.66
Open	NBAZ - Warrant Clearing Account	Check	1098602	07/28/21	Accounts Payable	AMBER SASSI	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098603	07/28/21	Accounts Payable	SECURUS TECHNOLOGIES INC	3,083.63
Open	NBAZ - Warrant Clearing Account	Check	1098604	07/28/21	Accounts Payable	ST JOHNS YOUTH FOOTBALL	500.00
Open	NBAZ - Warrant Clearing Account	Check	1098605	07/28/21	Accounts Payable	STAPLES CREDIT PLAN	9.02
Open	NBAZ - Warrant Clearing Account	Check	1098606	07/28/21	Accounts Payable	SUMMIT FUNERAL HOME	880.00
Open	NBAZ - Warrant Clearing Account	Check	1098607	07/28/21	Accounts Payable	THE POUR STATION	120.00
Open	NBAZ - Warrant Clearing Account	Check	1098608	07/28/21	Accounts Payable	THE SANDBAGGER LLC	5,023.00
Open	NBAZ - Warrant Clearing Account	Check	1098609	07/28/21	Accounts Payable	JEREL THOMAS	348.84
Open	NBAZ - Warrant Clearing Account	Check	1098610	07/28/21	Accounts Payable	JESSE THOMAS	49.77
Open	NBAZ - Warrant Clearing Account	Check	1098611	07/28/21	Accounts Payable	TITUS CONSULTING LLC (TRAVIS SIMSHAUSER)	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098612	07/28/21	Accounts Payable	TRAILRIDERS	117.84
Open	NBAZ - Warrant Clearing Account	Check	1098613	07/28/21	Accounts Payable	UNIFIRST CORPORATION	230.26
Open	NBAZ - Warrant Clearing Account	Check	1098614	07/28/21	Accounts Payable	VALLEY AUTO PARTS	2,947.81
Open	NBAZ - Warrant Clearing Account	Check	1098615	07/28/21	Accounts Payable	VALLEY IMAGING SOLUTIONS	152.05
Open	NBAZ - Warrant Clearing Account	Check	1098616	07/28/21	Accounts Payable	HEATHER VAN DER NOORD	9.82
Open	NBAZ - Warrant Clearing Account	Check	1098617	07/28/21	Accounts Payable	VERIZON WIRELESS	4,049.94
Open	NBAZ - Warrant Clearing Account	Check	1098618	07/28/21	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	21.71
Open	NBAZ - Warrant Clearing Account	Check	1098619	07/28/21	Accounts Payable	ADDISON WHITING	36.45
Open	NBAZ - Warrant Clearing Account	Check	1098620	07/28/21	Accounts Payable	ASHLEY WHITING	85.05
Open	NBAZ - Warrant Clearing Account	Check	1098621	07/28/21	Accounts Payable	MICHAEL B WHITING	2,774.74
Open	NBAZ - Warrant Clearing Account	Check	1098622	07/28/21	Accounts Payable	JULIE R WILKINS	150.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098623	07/28/21	Accounts Payable	HANNAH MICHELLE WILKINSON	12.62
Open	NBAZ - Warrant Clearing Account	Check	1098624	07/28/21	Accounts Payable	WOODLAND BUILDING CENTER	675.55
Open	NBAZ - Warrant Clearing Account	Check	1098625	07/28/21	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1098626	07/28/21	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,219.03
Open	NBAZ - Warrant Clearing Account	Check	1098627	07/28/21	Accounts Payable	JOSEPH YOUNG	108.13
Open	NBAZ - Warrant Clearing Account	Check	1098628	07/28/21	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
Open	NBAZ - Warrant Clearing Account	Check	1098629	07/28/21	Accounts Payable	JOSEPH CHAIRELLO	375.00
Open	NBAZ - Warrant Clearing Account	Check	1098630	07/28/21	Accounts Payable	JOSEPH CHAIRELLO	375.00
Open	NBAZ - Warrant Clearing Account	Check	1098631	08/03/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	168.00
Open	NBAZ - Warrant Clearing Account	Check	1098632	08/03/21	Accounts Payable	ARIZONA STATE FORESTRY DIVISION	996.14
Open	NBAZ - Warrant Clearing Account	Check	1098633	08/03/21	Accounts Payable	AZ SUPREME COURT	3,249.78
Open	NBAZ - Warrant Clearing Account	Check	1098634	08/03/21	Accounts Payable	CELLULAR ONE NE AZ	603.81
Open	NBAZ - Warrant Clearing Account	Check	1098635	08/03/21	Accounts Payable	FRONTIER	350.40
Open	NBAZ - Warrant Clearing Account	Check	1098636	08/03/21	Accounts Payable	BUTCH GUNNELS	7.00
Open	NBAZ - Warrant Clearing Account	Check	1098637	08/03/21	Accounts Payable	HILL AZ GROCERY STORE	91.86
Open	NBAZ - Warrant Clearing Account	Check	1098638	08/03/21	Accounts Payable	KONICA MINOLTA	16.29
Open	NBAZ - Warrant Clearing Account	Check	1098639	08/03/21	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,455.68
Open	NBAZ - Warrant Clearing Account	Check	1098640	08/03/21	Accounts Payable	CHELSEI NELSON	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098641	08/03/21	Accounts Payable	QUILL CORP	395.96
Open	NBAZ - Warrant Clearing Account	Check	1098642	08/03/21	Accounts Payable	REDW LLC	6,163.00
Open	NBAZ - Warrant Clearing Account	Check	1098643	08/03/21	Accounts Payable	RELIAS LLC	3,139.61
Open	NBAZ - Warrant Clearing Account	Check	1098644	08/03/21	Accounts Payable	RICOH USA INC	666.11
Open	NBAZ - Warrant Clearing Account	Check	1098645	08/03/21	Accounts Payable	ST JOHNS CITY	83.95
Open	NBAZ - Warrant Clearing Account	Check	1098646	08/03/21	Accounts Payable	THE POUR STATION	847.50
Open	NBAZ - Warrant Clearing Account	Check	1098647	08/03/21	Accounts Payable	CHRISTINE WAUNKA	52.12
Open	NBAZ - Warrant Clearing Account	Check	1098679	08/03/21	Accounts Payable	A SPEEDY CASH CAR TITLE LOANS LLC	222.23
Open	NBAZ - Warrant Clearing Account	Check	1098680	08/03/21	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	448.18
Open	NBAZ - Warrant Clearing Account	Check	1098681	08/03/21	Accounts Payable	APACHE COUNTY FSA	860.12
Open	NBAZ - Warrant Clearing Account	Check	1098682	08/03/21	Accounts Payable	APACHE COUNTY HSA	3,891.66
Open	NBAZ - Warrant Clearing Account	Check	1098683	08/03/21	Accounts Payable	APACHE COUNTY MEDICAL	160,293.04
Open	NBAZ - Warrant Clearing Account	Check	1098684	08/03/21	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	152,242.77
Open	NBAZ - Warrant Clearing Account	Check	1098685	08/03/21	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1098686	08/03/21	Accounts Payable	AZ STATE RETIREMENT SYSTEM	120,817.56
Open	NBAZ - Warrant Clearing Account	Check	1098687	08/03/21	Accounts Payable	CININNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1098688	08/03/21	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,396.80
Open	NBAZ - Warrant Clearing Account	Check	1098689	08/03/21	Accounts Payable	CORP DISABILITY	101.90
Open	NBAZ - Warrant Clearing Account	Check	1098690	08/03/21	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,304.49
Open	NBAZ - Warrant Clearing Account	Check	1098691	08/03/21	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,872.64
Open	NBAZ - Warrant Clearing Account	Check	1098692	08/03/21	Accounts Payable	EODCRS DISABILITY	6.14

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098693	08/03/21	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1098694	08/03/21	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1098695	08/03/21	Accounts Payable	GURSTEL LAW FIRM PC	258.25
Open	NBAZ - Warrant Clearing Account	Check	1098696	08/03/21	Accounts Payable	NATIONWIDE	2,394.11
Open	NBAZ - Warrant Clearing Account	Check	1098697	08/03/21	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1098698	08/03/21	Accounts Payable	NATIONWIDE TRUST FSB	4,692.54
Open	NBAZ - Warrant Clearing Account	Check	1098699	08/03/21	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1098700	08/03/21	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,769.93
Open	NBAZ - Warrant Clearing Account	Check	1098701	08/03/21	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1098702	08/03/21	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1098703	08/03/21	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	945.00
Open	NBAZ - Warrant Clearing Account	Check	1098704	08/03/21	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	402.06
Open	NBAZ - Warrant Clearing Account	Check	1098705	08/03/21	Accounts Payable	A-1 GLASS AND MIRROR INC	117.42
Open	NBAZ - Warrant Clearing Account	Check	1098706	08/03/21	Accounts Payable	ADVANCED AIR SYSTEMS LLC	625.00
Open	NBAZ - Warrant Clearing Account	Check	1098707	08/03/21	Accounts Payable	ALL AMERICAN PAINT AND BODY	731.42
Open	NBAZ - Warrant Clearing Account	Check	1098708	08/03/21	Accounts Payable	ALLEGRA	246.57
Open	NBAZ - Warrant Clearing Account	Check	1098709	08/03/21	Accounts Payable	ALSCO INC	361.58
Open	NBAZ - Warrant Clearing Account	Check	1098710	08/03/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,141.14
Open	NBAZ - Warrant Clearing Account	Check	1098711	08/03/21	Accounts Payable	AMIGO CHEVROLET	252.80
Open	NBAZ - Warrant Clearing Account	Check	1098712	08/03/21	Accounts Payable	APACHE COUNTY	2.75
Open	NBAZ - Warrant Clearing Account	Check	1098713	08/03/21	Accounts Payable	APACHE COUNTY FAIR	100.00
Open	NBAZ - Warrant Clearing Account	Check	1098714	08/03/21	Accounts Payable	ARIZONA STATE FORESTRY DIVISION	5,200.25
Open	NBAZ - Warrant Clearing Account	Check	1098715	08/03/21	Accounts Payable	ASHTONS REPAIR INC	255.68
Open	NBAZ - Warrant Clearing Account	Check	1098716	08/03/21	Accounts Payable	ASPEN TIRE & OIL	36.41
Open	NBAZ - Warrant Clearing Account	Check	1098717	08/03/21	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	190.00
Open	NBAZ - Warrant Clearing Account	Check	1098718	08/03/21	Accounts Payable	AZ REPUBLIC	764.12
Open	NBAZ - Warrant Clearing Account	Check	1098719	08/03/21	Accounts Payable	BASHAS' CORPORATE OFFICE	144.47
Open	NBAZ - Warrant Clearing Account	Check	1098720	08/03/21	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	2,333.81
Open	NBAZ - Warrant Clearing Account	Check	1098721	08/03/21	Accounts Payable	BAUMAN HOME AND AUTO INC	437.64
Open	NBAZ - Warrant Clearing Account	Check	1098722	08/03/21	Accounts Payable	SARAH MAE BEGAY	40.00
Open	NBAZ - Warrant Clearing Account	Check	1098723	08/03/21	Accounts Payable	BINGHAM EQUIPMENT COMPANY	268.57
Open	NBAZ - Warrant Clearing Account	Check	1098724	08/03/21	Accounts Payable	BOOT BARN	508.84
Open	NBAZ - Warrant Clearing Account	Check	1098725	08/03/21	Accounts Payable	JARROD C BROOKS	416.23
Open	NBAZ - Warrant Clearing Account	Check	1098726	08/03/21	Accounts Payable	BULWARK EXTERMINATING LLC	605.00
Open	NBAZ - Warrant Clearing Account	Check	1098727	08/03/21	Accounts Payable	ELIZABETH A CASTILLO	85.19
Open	NBAZ - Warrant Clearing Account	Check	1098728	08/03/21	Accounts Payable	CDW GOVERNMENT LLC	5,860.37
Open	NBAZ - Warrant Clearing Account	Check	1098729	08/03/21	Accounts Payable	CELLULAR ONE NE AZ	414.25
Open	NBAZ - Warrant Clearing Account	Check	1098730	08/03/21	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	230.00
Open	NBAZ - Warrant Clearing Account	Check	1098731	08/03/21	Accounts Payable	ROGER STUART CURTIS	239.12

Status	Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098732	08/03/21	Accounts Payable	HAROLD NELSON DAVIS	27.28
Open	NBAZ - Warrant Clearing Account	Check	1098733	08/03/21	Accounts Payable	DAVIS TRUE VALUE HARDWARE	103.04
Open	NBAZ - Warrant Clearing Account	Check	1098734	08/03/21	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
Open	NBAZ - Warrant Clearing Account	Check	1098735	08/03/21	Accounts Payable	DEMCO	87.83
Open	NBAZ - Warrant Clearing Account	Check	1098736	08/03/21	Accounts Payable	DISH NETWORK	126.15
Open	NBAZ - Warrant Clearing Account	Check	1098737	08/03/21	Accounts Payable	TAMARA SUE ELLSWORTH	77.43
Open	NBAZ - Warrant Clearing Account	Check	1098738	08/03/21	Accounts Payable	EM HALE LAW	2,008.00
Open	NBAZ - Warrant Clearing Account	Check	1098739	08/03/21	Accounts Payable	EMPIRE MACHINERY	1,104.36
Open	NBAZ - Warrant Clearing Account	Check	1098740	08/03/21	Accounts Payable	EMPIRE POWER SYSTEMS	2,079.03
Open	NBAZ - Warrant Clearing Account	Check	1098741	08/03/21	Accounts Payable	FOUR CORNERS PRE-CAST INC	71.53
Open	NBAZ - Warrant Clearing Account	Check	1098742	08/03/21	Accounts Payable	FRONTIER	350.88
Open	NBAZ - Warrant Clearing Account	Check	1098743	08/03/21	Accounts Payable	FRONTIER	83.53
Open	NBAZ - Warrant Clearing Account	Check	1098744	08/03/21	Accounts Payable	FUTURE TIRE	141.70
Open	NBAZ - Warrant Clearing Account	Check	1098745	08/03/21	Accounts Payable	SETH M GEISLER	12.50
Open	NBAZ - Warrant Clearing Account	Check	1098746	08/03/21	Accounts Payable	PEYTON HADLOCK	30.00
Open	NBAZ - Warrant Clearing Account	Check	1098747	08/03/21	Accounts Payable	RYDER HADLOCK	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098748	08/03/21	Accounts Payable	KLINT HEAP	1,355.00
Open	NBAZ - Warrant Clearing Account	Check	1098749	08/03/21	Accounts Payable	MIA ISABEL HERNANDEZ	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098750	08/03/21	Accounts Payable	HILL AZ GROCERY STORE	72.67
Open	NBAZ - Warrant Clearing Account	Check	1098751	08/03/21	Accounts Payable	HILL AZ GROCERY STORE	6.59
Open	NBAZ - Warrant Clearing Account	Check	1098752	08/03/21	Accounts Payable	TIMOTHY HINTON	31.11
Open	NBAZ - Warrant Clearing Account	Check	1098753	08/03/21	Accounts Payable	HOME DEPOT	3,037.81
Open	NBAZ - Warrant Clearing Account	Check	1098754	08/03/21	Accounts Payable	BRIAN HOUNSHELL	304.80
Open	NBAZ - Warrant Clearing Account	Check	1098755	08/03/21	Accounts Payable	HP2 INC	517.40
Open	NBAZ - Warrant Clearing Account	Check	1098756	08/03/21	Accounts Payable	INGRAM LIBRARY SERVICES	875.64
Open	NBAZ - Warrant Clearing Account	Check	1098757	08/03/21	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	833.19
Open	NBAZ - Warrant Clearing Account	Check	1098758	08/03/21	Accounts Payable	KUBL GROUP LLC	5,750.00
Open	NBAZ - Warrant Clearing Account	Check	1098759	08/03/21	Accounts Payable	MICHAEL LATHAM	571.50
Open	NBAZ - Warrant Clearing Account	Check	1098760	08/03/21	Accounts Payable	MIKAILAH AUTUMN LEFEVRE	43.12
Open	NBAZ - Warrant Clearing Account	Check	1098761	08/03/21	Accounts Payable	KAYLA LOGAN	139.72
Open	NBAZ - Warrant Clearing Account	Check	1098762	08/03/21	Accounts Payable	LOWES #24	231.37
Open	NBAZ - Warrant Clearing Account	Check	1098763	08/03/21	Accounts Payable	LOWES COMPANIES INC	29.86
Open	NBAZ - Warrant Clearing Account	Check	1098764	08/03/21	Accounts Payable	MCKESSON MEDICAL SURGICAL	166.38
Open	NBAZ - Warrant Clearing Account	Check	1098765	08/03/21	Accounts Payable	MACKENZIE MARIE MERRILL	157.95
Open	NBAZ - Warrant Clearing Account	Check	1098766	08/03/21	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1098767	08/03/21	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	615.17
Open	NBAZ - Warrant Clearing Account	Check	1098768	08/03/21	Accounts Payable	NAPA	111.34
Open	NBAZ - Warrant Clearing Account	Check	1098769	08/03/21	Accounts Payable	NATIONAL BANK	10,828.53
Open	NBAZ - Warrant Clearing Account	Check	1098770	08/03/21	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	2,212.09

Status	Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098771	08/03/21	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	476.60
Open	NBAZ - Warrant Clearing Account	Check	1098772	08/03/21	Accounts Payable	CAMDYN NICOLL	5.00
Open	NBAZ - Warrant Clearing Account	Check	1098773	08/03/21	Accounts Payable	HALEY RHAЕ NICOLL	39.10
Open	NBAZ - Warrant Clearing Account	Check	1098774	08/03/21	Accounts Payable	LAYNE DAVIS NICOLL	42.50
Open	NBAZ - Warrant Clearing Account	Check	1098775	08/03/21	Accounts Payable	NOEL'S INC	187.99
Open	NBAZ - Warrant Clearing Account	Check	1098776	08/03/21	Accounts Payable	OCLC INC	83.90
Open	NBAZ - Warrant Clearing Account	Check	1098777	08/03/21	Accounts Payable	OFFICE DEPOT	153.06
Open	NBAZ - Warrant Clearing Account	Check	1098778	08/03/21	Accounts Payable	OVERDRIVE INC	204.85
Open	NBAZ - Warrant Clearing Account	Check	1098779	08/03/21	Accounts Payable	PACIFIC PONDEROSA CO INC	46,479.02
Open	NBAZ - Warrant Clearing Account	Check	1098780	08/03/21	Accounts Payable	PAGE STEEL	26.75
Open	NBAZ - Warrant Clearing Account	Check	1098781	08/03/21	Accounts Payable	DENNIЕLLE PATTERSON	21.28
Open	NBAZ - Warrant Clearing Account	Check	1098782	08/03/21	Accounts Payable	PEPPERBALL	2,909.00
Open	NBAZ - Warrant Clearing Account	Check	1098783	08/03/21	Accounts Payable	MERIK G PETTIT	85.05
Open	NBAZ - Warrant Clearing Account	Check	1098784	08/03/21	Accounts Payable	QUILL CORP	3,288.27
Open	NBAZ - Warrant Clearing Account	Check	1098785	08/03/21	Accounts Payable	RACHER'S OFFICE EQUIPMENT	309.10
Open	NBAZ - Warrant Clearing Account	Check	1098786	08/03/21	Accounts Payable	RHINEHART OIL CO	23,767.55
Open	NBAZ - Warrant Clearing Account	Check	1098787	08/03/21	Accounts Payable	ANGELA C ROMERO	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098788	08/03/21	Accounts Payable	PATRICK J SANDOVAL	109.95
Open	NBAZ - Warrant Clearing Account	Check	1098789	08/03/21	Accounts Payable	AMBER SASSI	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098790	08/03/21	Accounts Payable	SECURUS TECHNOLOGIES INC	1,768.07
Open	NBAZ - Warrant Clearing Account	Check	1098791	08/03/21	Accounts Payable	ALTON JOE SHEPHERD	17.96
Open	NBAZ - Warrant Clearing Account	Check	1098792	08/03/21	Accounts Payable	JOE SHIRLEY JR	553.41
Open	NBAZ - Warrant Clearing Account	Check	1098793	08/03/21	Accounts Payable	SIERRA PROPANE	242.13
Open	NBAZ - Warrant Clearing Account	Check	1098794	08/03/21	Accounts Payable	VANLEY A SIMPSON	5.35
Open	NBAZ - Warrant Clearing Account	Check	1098795	08/03/21	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	932.63
Open	NBAZ - Warrant Clearing Account	Check	1098796	08/03/21	Accounts Payable	SPARKLETT'S WATER	75.37
Open	NBAZ - Warrant Clearing Account	Check	1098797	08/03/21	Accounts Payable	ST JOHN'S UNITED DRUG	18.91
Open	NBAZ - Warrant Clearing Account	Check	1098798	08/03/21	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	629.94
Open	NBAZ - Warrant Clearing Account	Check	1098799	08/03/21	Accounts Payable	DENNIS STOVER	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098800	08/03/21	Accounts Payable	THE AARONS COMPANY LLC	6,000.00
Open	NBAZ - Warrant Clearing Account	Check	1098801	08/03/21	Accounts Payable	THE POUR STATION	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098802	08/03/21	Accounts Payable	TRIPLE R FUELS	210.64
Open	NBAZ - Warrant Clearing Account	Check	1098803	08/03/21	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	158.68
Open	NBAZ - Warrant Clearing Account	Check	1098804	08/03/21	Accounts Payable	NICOLE M TSOSIE	115.00
Open	NBAZ - Warrant Clearing Account	Check	1098805	08/03/21	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1098806	08/03/21	Accounts Payable	US POSTMASTER	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1098807	08/03/21	Accounts Payable	VALLEY AUTO PARTS	262.75
Open	NBAZ - Warrant Clearing Account	Check	1098808	08/03/21	Accounts Payable	VALLEY IMAGING SOLUTIONS	2.32
Open	NBAZ - Warrant Clearing Account	Check	1098809	08/03/21	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	383.90

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098810	08/03/21	Accounts Payable	VERIZON WIRELESS	61.06
Open	NBAZ - Warrant Clearing Account	Check	1098811	08/03/21	Accounts Payable	WALMART COMMUNITY	257.34
Open	NBAZ - Warrant Clearing Account	Check	1098812	08/03/21	Accounts Payable	CHERYL ANN WARD	91.38
Open	NBAZ - Warrant Clearing Account	Check	1098813	08/03/21	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	58.90
Open	NBAZ - Warrant Clearing Account	Check	1098814	08/03/21	Accounts Payable	ADDISON WHITING	63.60
Open	NBAZ - Warrant Clearing Account	Check	1098815	08/03/21	Accounts Payable	ANDI WHITING	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098816	08/03/21	Accounts Payable	WOODLAND BUILDING CENTER	650.30
Open	NBAZ - Warrant Clearing Account	Check	1098817	08/03/21	Accounts Payable	JAELYN WRIGHT	92.34
Open	NBAZ - Warrant Clearing Account	Check	1098818	08/03/21	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,344.26
Open	NBAZ - Warrant Clearing Account	Check	1098819	08/10/21	Accounts Payable	ALSCO INC	2,466.62
Open	NBAZ - Warrant Clearing Account	Check	1098820	08/10/21	Accounts Payable	RYAN N PATTERSON	386.60
Open	NBAZ - Warrant Clearing Account	Check	1098821	08/10/21	Accounts Payable	ALTON JOE SHEPHERD	439.28
Open	NBAZ - Warrant Clearing Account	Check	1098822	08/11/21	Accounts Payable	RYAN N PATTERSON	420.18
Open	NBAZ - Warrant Clearing Account	Check	1098823	08/11/21	Accounts Payable	AMERICAN NATIONAL RED CROSS	120.00
Open	NBAZ - Warrant Clearing Account	Check	1098824	08/11/21	Accounts Payable	CAROLYN BENALLY	408.56
Open	NBAZ - Warrant Clearing Account	Check	1098825	08/11/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	75.01
Open	NBAZ - Warrant Clearing Account	Check	1098826	08/11/21	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	87.76
Open	NBAZ - Warrant Clearing Account	Check	1098827	08/11/21	Accounts Payable	KIMBERLY LOUISE COLE	500.00
Open	NBAZ - Warrant Clearing Account	Check	1098828	08/11/21	Accounts Payable	HILL AZ GROCERY STORE	67.60
Open	NBAZ - Warrant Clearing Account	Check	1098829	08/11/21	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	530.17
Open	NBAZ - Warrant Clearing Account	Check	1098830	08/11/21	Accounts Payable	NEWMAN SIGNS INC	925.32
Open	NBAZ - Warrant Clearing Account	Check	1098831	08/11/21	Accounts Payable	QUILL CORP	462.76
Open	NBAZ - Warrant Clearing Account	Check	1098832	08/11/21	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	227.87
Open	NBAZ - Warrant Clearing Account	Check	1098833	08/11/21	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	20.22
Open	NBAZ - Warrant Clearing Account	Check	1098834	08/11/21	Accounts Payable	ABEITA GLASS CO	375.00
Open	NBAZ - Warrant Clearing Account	Check	1098835	08/11/21	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1098836	08/11/21	Accounts Payable	ADVERTISING IDEAS	499.66
Open	NBAZ - Warrant Clearing Account	Check	1098837	08/11/21	Accounts Payable	ALLEGRA	213.56
Open	NBAZ - Warrant Clearing Account	Check	1098838	08/11/21	Accounts Payable	ALSCO INC	611.74
Open	NBAZ - Warrant Clearing Account	Check	1098839	08/11/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,524.42
Open	NBAZ - Warrant Clearing Account	Check	1098840	08/11/21	Accounts Payable	AMIGO CHEVROLET	1,753.02
Open	NBAZ - Warrant Clearing Account	Check	1098841	08/11/21	Accounts Payable	STEVEN C ANDERSON	574.74
Open	NBAZ - Warrant Clearing Account	Check	1098842	08/11/21	Accounts Payable	APACHE COUNTY	314.36
Open	NBAZ - Warrant Clearing Account	Check	1098843	08/11/21	Accounts Payable	ASHTONS REPAIR INC	129.16
Open	NBAZ - Warrant Clearing Account	Check	1098844	08/11/21	Accounts Payable	ASPEN TIRE & OIL	107.85
Open	NBAZ - Warrant Clearing Account	Check	1098845	08/11/21	Accounts Payable	AT&T MOBILITY	126.80
Open	NBAZ - Warrant Clearing Account	Check	1098846	08/11/21	Accounts Payable	AXON ENTERPRISE INC	375.00
Open	NBAZ - Warrant Clearing Account	Check	1098847	08/11/21	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,400.63
Open	NBAZ - Warrant Clearing Account	Check	1098848	08/11/21	Accounts Payable	AZ REPUBLIC	789.22

Status	Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098849	08/11/21	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	660.00
Open	NBAZ - Warrant Clearing Account	Check	1098850	08/11/21	Accounts Payable	BAUMAN HOME AND AUTO INC	877.00
Open	NBAZ - Warrant Clearing Account	Check	1098851	08/11/21	Accounts Payable	BEAUTY WAY JEEP TOURS	400.00
Open	NBAZ - Warrant Clearing Account	Check	1098852	08/11/21	Accounts Payable	SARAH MAE BEGAY	535.00
Open	NBAZ - Warrant Clearing Account	Check	1098853	08/11/21	Accounts Payable	BLOCKBUSTER INC	363.19
Open	NBAZ - Warrant Clearing Account	Check	1098854	08/11/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	994.36
Open	NBAZ - Warrant Clearing Account	Check	1098855	08/11/21	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,125.00
Open	NBAZ - Warrant Clearing Account	Check	1098856	08/11/21	Accounts Payable	BOB BARKER COMPANY INC	348.38
Open	NBAZ - Warrant Clearing Account	Check	1098857	08/11/21	Accounts Payable	SHANE LEO BODIE	14.00
Open	NBAZ - Warrant Clearing Account	Check	1098858	08/11/21	Accounts Payable	GLORIA BOWMAN	212.88
Open	NBAZ - Warrant Clearing Account	Check	1098859	08/11/21	Accounts Payable	MICHAEL T BRAGIEL	52.30
Open	NBAZ - Warrant Clearing Account	Check	1098860	08/11/21	Accounts Payable	BSN SPORTS INC	530.98
Open	NBAZ - Warrant Clearing Account	Check	1098861	08/11/21	Accounts Payable	C&J SHOW HARDWARE & SECURITY SYSTEMS INC	7,241.36
Open	NBAZ - Warrant Clearing Account	Check	1098862	08/11/21	Accounts Payable	REDACTED	150.00
Open	NBAZ - Warrant Clearing Account	Check	1098863	08/11/21	Accounts Payable	CDW GOVERNMENT LLC	384.26
Open	NBAZ - Warrant Clearing Account	Check	1098864	08/11/21	Accounts Payable	CEDAR GROVE WATER CO	84.54
Open	NBAZ - Warrant Clearing Account	Check	1098865	08/11/21	Accounts Payable	CELLULAR ONE NE AZ	250.70
Open	NBAZ - Warrant Clearing Account	Check	1098866	08/11/21	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	71.00
Open	NBAZ - Warrant Clearing Account	Check	1098867	08/11/21	Accounts Payable	ELIZABETH RAE CERVERA	14.00
Open	NBAZ - Warrant Clearing Account	Check	1098868	08/11/21	Accounts Payable	LILLIAN CHAVEZ	14.00
Open	NBAZ - Warrant Clearing Account	Check	1098869	08/11/21	Accounts Payable	MICHAEL V CIRIVELLO	14.00
Open	NBAZ - Warrant Clearing Account	Check	1098870	08/11/21	Accounts Payable	KIMBERLY LOUISE COLE	448.93
Open	NBAZ - Warrant Clearing Account	Check	1098871	08/11/21	Accounts Payable	CONTINUANT INC	1,178.20
Open	NBAZ - Warrant Clearing Account	Check	1098872	08/11/21	Accounts Payable	CONTRACT PHARMACY SERVICES INC	4,428.59
Open	NBAZ - Warrant Clearing Account	Check	1098873	08/11/21	Accounts Payable	COPPER STATE BOLT & NUT CO	369.84
Open	NBAZ - Warrant Clearing Account	Check	1098874	08/11/21	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1098875	08/11/21	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	108.00
Open	NBAZ - Warrant Clearing Account	Check	1098876	08/11/21	Accounts Payable	RODGER DAHOZY	365.61
Open	NBAZ - Warrant Clearing Account	Check	1098877	08/11/21	Accounts Payable	JOSEPH DEDMAN JR	58.00
Open	NBAZ - Warrant Clearing Account	Check	1098878	08/11/21	Accounts Payable	DELL COMPUTER CORPORATION	4,267.15
Open	NBAZ - Warrant Clearing Account	Check	1098879	08/11/21	Accounts Payable	DESERT MOUNTAIN CORPORATION	13,594.88
Open	NBAZ - Warrant Clearing Account	Check	1098880	08/11/21	Accounts Payable	DIRECTV LLC	84.98
Open	NBAZ - Warrant Clearing Account	Check	1098881	08/11/21	Accounts Payable	DISH NETWORK	83.51
Open	NBAZ - Warrant Clearing Account	Check	1098882	08/11/21	Accounts Payable	DITTY'S PIZZA AND PIE	118.83
Open	NBAZ - Warrant Clearing Account	Check	1098883	08/11/21	Accounts Payable	CAREY D DOBSON	46.86
Open	NBAZ - Warrant Clearing Account	Check	1098884	08/11/21	Accounts Payable	BONNIE JO EDWARDS	233.21
Open	NBAZ - Warrant Clearing Account	Check	1098885	08/11/21	Accounts Payable	EMPIRE MACHINERY	1,638.08
Open	NBAZ - Warrant Clearing Account	Check	1098886	08/11/21	Accounts Payable	FAUST PSYCHOLOGICAL SERVICES	506.00
Open	NBAZ - Warrant Clearing Account	Check	1098887	08/11/21	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	63.91

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098888	08/11/21	Accounts Payable	ROBERT L FITE	65.46
Open	NBAZ - Warrant Clearing Account	Check	1098889	08/11/21	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	71.49
Open	NBAZ - Warrant Clearing Account	Check	1098890	08/11/21	Accounts Payable	JOHN L FREEMAN JR	52.20
Open	NBAZ - Warrant Clearing Account	Check	1098891	08/11/21	Accounts Payable	FRONTIER	110.03
Open	NBAZ - Warrant Clearing Account	Check	1098892	08/11/21	Accounts Payable	FRONTIER	822.77
Open	NBAZ - Warrant Clearing Account	Check	1098893	08/11/21	Accounts Payable	FRONTIER	183.78
Open	NBAZ - Warrant Clearing Account	Check	1098894	08/11/21	Accounts Payable	FRONTIER	421.56
Open	NBAZ - Warrant Clearing Account	Check	1098895	08/11/21	Accounts Payable	FRONTIER	105.20
Open	NBAZ - Warrant Clearing Account	Check	1098896	08/11/21	Accounts Payable	FRONTIER	102.99
Open	NBAZ - Warrant Clearing Account	Check	1098897	08/11/21	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1098898	08/11/21	Accounts Payable	FRONTIER	232.48
Open	NBAZ - Warrant Clearing Account	Check	1098899	08/11/21	Accounts Payable	FRONTIER	4,666.63
Open	NBAZ - Warrant Clearing Account	Check	1098900	08/11/21	Accounts Payable	GALLUP WATER WORKS	48.47
Open	NBAZ - Warrant Clearing Account	Check	1098901	08/11/21	Accounts Payable	BARBARA J GOMEZ	406.42
Open	NBAZ - Warrant Clearing Account	Check	1098902	08/11/21	Accounts Payable	KAMAURIE GOVAN	30.00
Open	NBAZ - Warrant Clearing Account	Check	1098903	08/11/21	Accounts Payable	DARYL GREER	1,273.03
Open	NBAZ - Warrant Clearing Account	Check	1098904	08/11/21	Accounts Payable	HATCH CONSTRUCTION	4,828.60
Open	NBAZ - Warrant Clearing Account	Check	1098905	08/11/21	Accounts Payable	ROSCOE GEORGE HERRERA	118.00
Open	NBAZ - Warrant Clearing Account	Check	1098906	08/11/21	Accounts Payable	HILL AZ GROCERY STORE	116.91
Open	NBAZ - Warrant Clearing Account	Check	1098907	08/11/21	Accounts Payable	HILLYARD/FLAGSTAFF	391.74
Open	NBAZ - Warrant Clearing Account	Check	1098908	08/11/21	Accounts Payable	HOME DEPOT	505.84
Open	NBAZ - Warrant Clearing Account	Check	1098909	08/11/21	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	446.07
Open	NBAZ - Warrant Clearing Account	Check	1098910	08/11/21	Accounts Payable	JOHN (JACK) INGRAM	58.00
Open	NBAZ - Warrant Clearing Account	Check	1098911	08/11/21	Accounts Payable	INGRAM LIBRARY SERVICES	332.67
Open	NBAZ - Warrant Clearing Account	Check	1098912	08/11/21	Accounts Payable	REDACTED	807.71
Open	NBAZ - Warrant Clearing Account	Check	1098913	08/11/21	Accounts Payable	REDACTED	2,326.35
Open	NBAZ - Warrant Clearing Account	Check	1098914	08/11/21	Accounts Payable	DENNISE L JONES	406.42
Open	NBAZ - Warrant Clearing Account	Check	1098915	08/11/21	Accounts Payable	KONICA MINOLTA	136.36
Open	NBAZ - Warrant Clearing Account	Check	1098916	08/11/21	Accounts Payable	DAVID LAMM	697.67
Open	NBAZ - Warrant Clearing Account	Check	1098917	08/11/21	Accounts Payable	LANGUAGE LINE SERVICES INC	315.65
Open	NBAZ - Warrant Clearing Account	Check	1098918	08/11/21	Accounts Payable	LARSON WASTE INC	19.95
Open	NBAZ - Warrant Clearing Account	Check	1098919	08/11/21	Accounts Payable	MICHAEL LATHAM	199.90
Open	NBAZ - Warrant Clearing Account	Check	1098920	08/11/21	Accounts Payable	LAWSON PRODUCTS INC	95.19
Open	NBAZ - Warrant Clearing Account	Check	1098921	08/11/21	Accounts Payable	LEGATE, PENROD & ASSOCIATES	6,432.00
Open	NBAZ - Warrant Clearing Account	Check	1098922	08/11/21	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	338.68
Open	NBAZ - Warrant Clearing Account	Check	1098923	08/11/21	Accounts Payable	LIVCO WATER & SEWER COMPANY	26.98
Open	NBAZ - Warrant Clearing Account	Check	1098924	08/11/21	Accounts Payable	MCKESSON MEDICAL SURGICAL	41.79
Open	NBAZ - Warrant Clearing Account	Check	1098925	08/11/21	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	350.00
Open	NBAZ - Warrant Clearing Account	Check	1098926	08/11/21	Accounts Payable	MISSION UNIFORM & LINEN	156.44

Status	Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098927	08/11/21	Accounts Payable	JASON WAYNE MOORE	406.42
Open	NBAZ - Warrant Clearing Account	Check	1098928	08/11/21	Accounts Payable	DIANA M MORGAN	228.48
Open	NBAZ - Warrant Clearing Account	Check	1098929	08/11/21	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	3,358.77
Open	NBAZ - Warrant Clearing Account	Check	1098930	08/11/21	Accounts Payable	DANIEL R MUTH	34.38
Open	NBAZ - Warrant Clearing Account	Check	1098931	08/11/21	Accounts Payable	NAPA	416.00
Open	NBAZ - Warrant Clearing Account	Check	1098932	08/11/21	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	619.20
Open	NBAZ - Warrant Clearing Account	Check	1098933	08/11/21	Accounts Payable	NAVAJO WESTERNERS	107.43
Open	NBAZ - Warrant Clearing Account	Check	1098934	08/11/21	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	8,683.15
Open	NBAZ - Warrant Clearing Account	Check	1098935	08/11/21	Accounts Payable	NINA CONSTRUCTION SUPPLY	3,043.21
Open	NBAZ - Warrant Clearing Account	Check	1098936	08/11/21	Accounts Payable	ANTONY C NOTAH	64.00
Open	NBAZ - Warrant Clearing Account	Check	1098937	08/11/21	Accounts Payable	OFFICE DEPOT	378.44
Open	NBAZ - Warrant Clearing Account	Check	1098938	08/11/21	Accounts Payable	OVERDRIVE INC	1,197.28
Open	NBAZ - Warrant Clearing Account	Check	1098939	08/11/21	Accounts Payable	DAVID J PADILLA	18.00
Open	NBAZ - Warrant Clearing Account	Check	1098940	08/11/21	Accounts Payable	DOUGLAS LANCE PEARCE	14.00
Open	NBAZ - Warrant Clearing Account	Check	1098941	08/11/21	Accounts Payable	PERFECT PRINTZ LLC	106.26
Open	NBAZ - Warrant Clearing Account	Check	1098942	08/11/21	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1098943	08/11/21	Accounts Payable	RANDOLPH PLATT DDS	372.00
Open	NBAZ - Warrant Clearing Account	Check	1098944	08/11/21	Accounts Payable	PREMIUM PROPANE LLC	14.73
Open	NBAZ - Warrant Clearing Account	Check	1098945	08/11/21	Accounts Payable	LEONARDO DANIEL PRIETO	18.00
Open	NBAZ - Warrant Clearing Account	Check	1098946	08/11/21	Accounts Payable	QUILL CORP	3,044.11
Open	NBAZ - Warrant Clearing Account	Check	1098947	08/11/21	Accounts Payable	REIDHEAD SAND AND ROCK	2,110.59
Open	NBAZ - Warrant Clearing Account	Check	1098948	08/11/21	Accounts Payable	KODY RICHARDSON	1,238.33
Open	NBAZ - Warrant Clearing Account	Check	1098949	08/11/21	Accounts Payable	ROAD MACHINERY LLC	361.12
Open	NBAZ - Warrant Clearing Account	Check	1098950	08/11/21	Accounts Payable	RODE INN	213.22
Open	NBAZ - Warrant Clearing Account	Check	1098951	08/11/21	Accounts Payable	ANGELA C ROMERO	92.00
Open	NBAZ - Warrant Clearing Account	Check	1098952	08/11/21	Accounts Payable	GLENDA LANAE ROMNEY	647.50
Open	NBAZ - Warrant Clearing Account	Check	1098953	08/11/21	Accounts Payable	RUSH TRUCK CENTER	174.47
Open	NBAZ - Warrant Clearing Account	Check	1098954	08/11/21	Accounts Payable	SAFELITE AUTO GLASS	250.69
Open	NBAZ - Warrant Clearing Account	Check	1098955	08/11/21	Accounts Payable	SAFEWAY INC	62.11
Open	NBAZ - Warrant Clearing Account	Check	1098956	08/11/21	Accounts Payable	LAURENCE SCHIFF	800.00
Open	NBAZ - Warrant Clearing Account	Check	1098957	08/11/21	Accounts Payable	SECURUS TECHNOLOGIES INC	3,381.90
Open	NBAZ - Warrant Clearing Account	Check	1098958	08/11/21	Accounts Payable	SIERRA PROPANE	12.73
Open	NBAZ - Warrant Clearing Account	Check	1098959	08/11/21	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	272.08
Open	NBAZ - Warrant Clearing Account	Check	1098960	08/11/21	Accounts Payable	SKY BLUE HVAC LLC	58.50
Open	NBAZ - Warrant Clearing Account	Check	1098961	08/11/21	Accounts Payable	SOUTHWEST RUBBER & SUPPLY CO INC	310.91
Open	NBAZ - Warrant Clearing Account	Check	1098962	08/11/21	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	80.00
Open	NBAZ - Warrant Clearing Account	Check	1098963	08/11/21	Accounts Payable	ST JOHNS CITY	862.05
Open	NBAZ - Warrant Clearing Account	Check	1098964	08/11/21	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	100.00
Open	NBAZ - Warrant Clearing Account	Check	1098965	08/11/21	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	75.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098966	08/11/21	Accounts Payable	JULIA STANTON	233.21
Open	NBAZ - Warrant Clearing Account	Check	1098967	08/11/21	Accounts Payable	STATE BAR OF ARIZONA	154.61
Open	NBAZ - Warrant Clearing Account	Check	1098968	08/11/21	Accounts Payable	DENNIS STOVER	37.07
Open	NBAZ - Warrant Clearing Account	Check	1098969	08/11/21	Accounts Payable	REED D STRADLING	366.56
Open	NBAZ - Warrant Clearing Account	Check	1098970	08/11/21	Accounts Payable	SUMMIT EQUIPMENT REPAIR	3,634.00
Open	NBAZ - Warrant Clearing Account	Check	1098971	08/11/21	Accounts Payable	SYMBOL ARTS	473.90
Open	NBAZ - Warrant Clearing Account	Check	1098972	08/11/21	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	757.82
Open	NBAZ - Warrant Clearing Account	Check	1098973	08/11/21	Accounts Payable	JOLYNN TAYLOR	295.62
Open	NBAZ - Warrant Clearing Account	Check	1098974	08/11/21	Accounts Payable	THE EMBLEM AUTHORITY	218.00
Open	NBAZ - Warrant Clearing Account	Check	1098975	08/11/21	Accounts Payable	THE POUR STATION	135.00
Open	NBAZ - Warrant Clearing Account	Check	1098976	08/11/21	Accounts Payable	JEREL THOMAS	64.00
Open	NBAZ - Warrant Clearing Account	Check	1098977	08/11/21	Accounts Payable	ALENA THOMPSON	800.00
Open	NBAZ - Warrant Clearing Account	Check	1098978	08/11/21	Accounts Payable	THOMSON REUTERS WEST	2,242.70
Open	NBAZ - Warrant Clearing Account	Check	1098979	08/11/21	Accounts Payable	TOWN OF EAGAR	355.92
Open	NBAZ - Warrant Clearing Account	Check	1098980	08/11/21	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
Open	NBAZ - Warrant Clearing Account	Check	1098981	08/11/21	Accounts Payable	TRINITY SERVICES GROUP INC	20,716.15
Open	NBAZ - Warrant Clearing Account	Check	1098982	08/11/21	Accounts Payable	TRIPLE R FUELS	152.74
Open	NBAZ - Warrant Clearing Account	Check	1098983	08/11/21	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1098984	08/11/21	Accounts Payable	US POSTMASTER	122.00
Open	NBAZ - Warrant Clearing Account	Check	1098985	08/11/21	Accounts Payable	VALLEY AUTO PARTS	311.02
Open	NBAZ - Warrant Clearing Account	Check	1098986	08/11/21	Accounts Payable	VALLEY IMAGING SOLUTIONS	4.39
Open	NBAZ - Warrant Clearing Account	Check	1098987	08/11/21	Accounts Payable	STARLA A VANDERWILT SUCANICK	19.04
Open	NBAZ - Warrant Clearing Account	Check	1098988	08/11/21	Accounts Payable	VERIZON WIRELESS	415.48
Open	NBAZ - Warrant Clearing Account	Check	1098989	08/11/21	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	634.20
Open	NBAZ - Warrant Clearing Account	Check	1098990	08/11/21	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	175.31
Open	NBAZ - Warrant Clearing Account	Check	1098991	08/11/21	Accounts Payable	JOYCLYNN WHITING	424.01
Open	NBAZ - Warrant Clearing Account	Check	1098992	08/11/21	Accounts Payable	WOODLAND BUILDING CENTER	1,378.30
Open	NBAZ - Warrant Clearing Account	Check	1098993	08/11/21	Accounts Payable	XEROX CORP	75.17
Open	NBAZ - Warrant Clearing Account	Check	1098994	08/11/21	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,487.98
Open	NBAZ - Warrant Clearing Account	Check	1098995	08/11/21	Accounts Payable	IVAN D ZHELEV	684.78
Open	NBAZ - Warrant Clearing Account	Check	1098996	08/11/21	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82

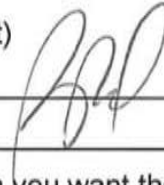
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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:

Request approval of minutes dated July 23, 2021 and July 27, 2021.

BOS Meeting Date Requested 8/16/2021

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 EMERGENCY MEETING

July 23, 2021
St. Johns, Arizona

Participating via the telephone were: Chairman Joe Shirley Jr., Vice Chairman Alton Joe Shepherd, County Manager/Clerk of the Board Ryan Patterson and County Attorney Michael Whiting. Supervisor Nelson Davis and Emergency Management Director Brian Hounshell were present.

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

Mr. Patterson presented the item to declare that an emergency exists that requires that the Board of Supervisors to meet without the 24-hour notice and directing the Clerk of the Board of Supervisors to provide required notice under the Open Meeting Law due to severe flooding from monsoons rains and residual mud within most of the southern part of Apache County. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson presented the request for approval of a resolution declaring a State of Emergency regarding rain accumulation and residual mud that directs the administration to work with other state and federal agencies to protect Apache County people, property and animals and authorizes the use of county manpower, equipment, etc. as needed as well as authorizes the Chairman of the Board to issue any necessary proclamations concerning the monsoon rain and mud accumulation as provided in A.R.S. 26-311(B). **Mr. Davis moved approval seconded by Mr. Shepherd.** A discussion was held regarding the needed equipment and manpower. Brian Hounshell, Emergency Management Director provided an overview of the flooding and the many impassable roads within the southern part of the county. Mr. Shepherd asked if the employees would receive overtime for the work in assisting residents. Mr. Patterson stated the declaration of emergency allows funding for overtime. Vote was unanimous.

Mr. Shepherd moved to adjourn the meetings, seconded by Mr. Davis. Vote was unanimous.

Approved this 16th day of August, 2021.

ATTEST:

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
July 27, 2021
St. Johns, Arizona

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

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

Tyron Jensen led the Pledge of Allegiance.

Ferrin Crosby gave the invocation.

Chairman Shirley called for the Health District items.

Stephanie McCarthy, Human Resources Manager, requested approval to accept of Intergovernmental Agreement CTR055353 Healthy People Healthy Communities Amendment #2. The programs in this fixed price contract are: Tobacco Cessation and Prevention \$172,048, Teen Pregnancy Prevention \$187,420 and its Youth Mental Health First Aid Initiative, and Health in Arizona Policy Initiative (HAPI) \$12,952. Ms. McCarthy stated this grant is in effective July 1, 2021 through June 30, 2022 and has been budgeted for in FY22. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

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

Chairman Shirley called for the Library District item.

SueAn Collins-Stradling, Library Director, requested approval to accept an American Rescue Plan Act (ARPA) Grant in the amount of \$22,258.41 and this grant is administered by the Arizona State Library and there are no matching funds. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Shepherd moved to adjourn the Library District meetings, seconded by Mr. Davis. Vote was unanimous.

Chairman Shirley called for the regular agenda items.

Mr. Patterson presented the notification of the retirement of Library Director SueAn Stradling-Collins and recognition of her 19 years of service. Mrs. Stradling-Collins provided an overview of the history of the library, her time as an employee and thanked the Board for their support over the years. Chairman Shirley, Vice Chairman Shepherd and Supervisor Davis thanked her

for her years of service she has provided as a schoolteacher and library director. No action was needed or taken.

Mr. Patterson presented Consent Agenda items A-H and recommended approval. **Mr. Davis 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 June 29, 2021 to July 27, 2021. Payee Amount 4IMPRINT 1,766.54 ACE AUTO INC 1,100.00 ACOUSTICAL SURFACES INC 1,169.02 ADHS AZ HEALTH CARE COST 22,400.00 ALL MOUNTAIN RV SERVICE & SUPPLY 15,225.00 ALL SHADE WINDOW TINTING 11,834.67 AMAZON CAPITAL SERVICES INC 4,657.85 AMAZON CAPITAL SERVICES INC 8,930.15 AMAZON CAPITAL SERVICES INC 1,282.08 AMIGOS LIBRARY SERVICES 1,600.00 APACHE COUNTY HSA 4,164.58 APACHE COUNTY HSA 4,089.58 APACHE COUNTY MEDICAL 163,386.15 APACHE COUNTY MEDICAL 161,842.24 APACHE COUNTY TAX WITHHOLDING 133,651.86 APACHE COUNTY TAX WITHHOLDING 147,457.05 ARIZONA ELEVATOR SOLUTIONS INC 2,963.00 ARIZONA GRAND RESORT LLC 3,598.81 ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY 1,625.59 ARTHUR J GALLAGHER & CO INSURANCE BROKERS OF CA IN 36,636.00 ASHTONS REPAIR INC 1,886.50 ASRS LEGACY EORP 8,270.90 ASRS LEGACY EORP 8,270.90 AUTOMATED ELECTION SERVICES 4,848.40 AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS 2,500.00 AZ COUNTIES INSURANCE POOL 7,211.70 AZ COUNTIES INSURANCE POOL 542,571.00 AZ COUNTIES WORKERS COMPENSATION PLAN 61,292.79 AZ DEPT OF HEALTH SERVICES 1,030.00 AZ DEPT OF RISK MANAGEMENT 1,115.00 AZ NARCOTICS OFFICERS ASSN 1,875.00 AZ REPUBLIC 1,717.81 AZ STATE RETIREMENT SYSTEM 107,385.66 AZ STATE RETIREMENT SYSTEM 110,621.49 AZ SUPREME COURT 2,049.98 AZLGBT 316,931.64 Bailey J Hesson 1,820.80 Bailey J Hesson 1,862.67 BAUMAN HOME AND AUTO INC 1,322.51 BILL LUKE CHRYSLER JEEP DODGE INC 56,188.20 BLUE KNIGHT SECURITY LLC 1,925.00 BOB BARKER COMPANY INC 1,694.79 BRADLEY R. JOHNSON, M.D., P.L.L.C. 2,199.00 BREWER LAW OFFICE PLLC 8,500.00 BURNHAM MORTUARY 1,000.00 C&I SHOW HARDWARE & SECURITY SYSTEMS INC 2,805.20 CELESTE ROBERTSON 1,000.00 CENGAGE LEARNING INC 4,242.22 CENGAGE LEARNING INC 2,644.96 CHANGEPOINT INTEGRATED HEALTH 3,300.00 Charles Kent Rogers 1,226.05 Charles Kent Rogers 1,258.85 CLIFF CASTLE CASINO HOTEL 15,826.80 COLONIAL LIFE AND ACCIDENT INS 1,449.30 COLONIAL LIFE AND ACCIDENT INS 1,449.30 CONTINUANT INC 1,178.20 CONTINUOUS RAINGUTTER SYSTEMS 1,579.89 CONTRACT PHARMACY SERVICES INC 4,532.47 CORONADO LAW FIRM PLLC 2,046.00 CORRECTIONS OFFICER RET PLAN 11,873.86 CORRECTIONS OFFICER RET PLAN 11,377.56 CORRECTIONS OFFICER RETIREMENT PLAN 520 2,080.10 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,690.82 COURTESY AUTO OF MESA LLC 38,158.01 CRESCENT ELECTRIC SUPPLY CO 1,408.25 CS&S COMPUTER SYSTEMS 3,175.44 DANA BRYCE PATTERSON 8,500.00 Daniel Soto 1,544.32 Daniel Soto 1,159.04 DAVE J NIEHUIS 4,950.00 DAVE J NIEHUIS 4,050.00 DAVE J NIEHUIS 14,850.00 DIRECTV LLC 2,615.76 EATON SALES & SERVICE, 123,986.16 EBSCO SUBSCRIPTION SERVICES 2,242.87 EM HALE LAW 2,192.00 EMPIRE MACHINERY 5,389.57 EMPIRE MACHINERY 2,472.00 EORP LEGACY 1,360.17 EORP LEGACY 1,360.17 Everett V Slade 1,253.53 Everett V Slade 1,183.57 FERGUSON

PREHUNG DOORS INC 1,518.02 FLEET PRIDE 1,589.99 FLEET PRIDE 1,742.70 FOUR
CORNERS WELDING & GAS SUPPLY 7,110.27 FRONTIER 1,887.31 FRONTIER
1,396.61 FUTURE TIRE 1,230.37 FUTURE TIRE 3,626.57 GENES FRAME & ALIGNMENT
INC 2,608.79 GLENDA LANAE ROMNEY 2,467.50 HAMBLIN & ASSOCIATES LLC
3,400.00 HAMBLIN LAW OFFICE PLC 8,500.00 HANDCUFF WAREHOUSE 1,730.40
HATCH CONSTRUCTION 3,881.03 HIGH COUNTRY PROPANE 1,515.20
HILLYARD/FLAGSTAFF 1,896.40 HILLYARD/FLAGSTAFF 1,536.02 HOME DEPOT
5,128.41 HOME DEPOT 2,158.20 HORNE AUTO CENTER INC 2,160.53 INFINITY
COMMUNICAITONS & CONSULTING INC 4,500.00 INFOUSA MARKETING INC
(DATA AXLE INC) 1,303.48 INGRAM LIBRARY SERVICES 3,045.60 INTERNATIONAL
ASSOCIATION OF ASSESSING OFFICERS IA 1,290.00 Jimmy R Stevens JR 1,384.31
Jimmy R Stevens JR 1,247.23 KLINT HEAP 1,434.24 KTNN RADIO STATION 1,616.50
LAURENCE SCHIFF 2,200.00 LAWSON PRODUCTS INC 1,962.14 LEGATE, PENROD &
ASSOCIATES 5,936.00 LIBERTY FENCE AND SUPPLY 48,757.00 Lillian Chavez 1,090.36
Lillian Chavez 1,122.18 METRASSENS INC 5,444.09 MIDWEST UNLIMITED LLC 1,360.56
MOUNTAIN COMFORT HEATING AND COOLING 1,278.87 MOUNTAIN COMFORT
HEATING AND COOLING 21,083.38 NATIONAL BANK 20,959.72 NATIONWIDE
1,901.78 NATIONWIDE 2,346.30 NATIONWIDE TRUST FSB 3,661.86 NATIONWIDE
TRUST FSB 11,917.54 NAVAJO COUNTY FAMILY ADVOCACY CENTER 1,125.00
NAVAJO TRIBAL UTILITY AUTHORITY 1,530.38 NAVAJO TRIBAL UTILITY
AUTHORITY 3,725.57 NAVOPACHE ELECTRIC COOPERATIVE 1,598.35 NAVOPACHE
ELECTRIC COOPERATIVE 6,125.32 NAVOPACHE ELECTRIC COOPERATIVE 1,631.49
NAVOPACHE ELECTRIC COOPERATIVE 8,686.79 NAVOPACHE ELECTRIC
COOPERATIVE 1,049.78 NAVOPACHE ELECTRIC COOPERATIVE 3,249.06 NEWMAN
SIGNS INC 6,714.43 NEWMAN SIGNS INC 2,179.50 NICOLL CONSTRUCTION LLC
132,065.15 NTH CONSULTING INC 3,500.00 OCLC INC 3,038.26 OMEGA INDUSTRIAL
SUPPLY 1,288.19 OVERDRIVE INC 2,219.83 OVERDRIVE INC 1,968.48 PERFECT
PRINTZ LLC 1,086.29 PHIL STRATTON ELECTRIC IN 1,225.00 PICO'S IRRIGATION &
LANDSCAPE 1,190.46 PIMA COUNTY MEDICAL 8,100.00 PINAL COUNTY ARIZONA
2,400.00 PITNEY BOWES RESERVE ACCOUNT 5,000.00 PRIDE GROUP LLC 2,468.61
PROQUEST LLC 1,513.46 PUBLIC SAFETY PERSONNEL 401 13,443.69 PUBLIC SAFETY
PERSONNEL 401 13,443.69 PUBLIC SAFETY SHERIFF RET 8,341.44 PUBLIC SAFETY
SHERIFF RET 11,079.00 QUALITY VANS & SPECIALTY VEHICLES 42,000.00 QUILL
CORP 6,115.33 QUILL CORP 4,521.71 QUILL CORP 8,084.59 QUILL CORP 1,342.19 R
JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 RDO EQUIPMENT CO 8,893.88
Rebekah P Harris 1,458.26 Rebekah P Harris 2,154.20 Reed Stradling 1,538.66 Reed Stradling
1,763.17 RESCUE RESPONSE GEAR 3,424.82 RHINEHART OIL CO 38,777.10
RHINEHART OIL CO 1,878.00 RHINEHART OIL CO 23,708.45 RHINEHART OIL CO
3,036.42 RIGG LAW FIRM PLLC 2,568.00 ROBERT JAMES HIGGINS 2,755.20 SANOFI
PASTEUR INC 3,614.24 SANOFI PASTEUR INC 3,775.18 SCHOOL WEBMASTERS LLC &
CIVIC WEBMASTERS 2,574.00 SECURUS TECHNOLOGIES INC 1,766.52 SECURUS
TECHNOLOGIES INC 1,669.39 SECURUS TECHNOLOGIES INC 1,504.12 SKAGGS
PUBLIC SAFETY UNIFORMS & EQUIPMENT 1,017.97 SOUTHERN TIRE MART LLC
16,409.90 ST JOHNS CITY 2,340.42 ST JOHNS EMERGENCY SERVICES 1,063.26 STAN'S
DIESEL AND PERFORMANCE 1,516.63 SUN RIDGE SYSTEMS, INC 27,316.00 SUPPORT
PAYMENT CLEARINGHOUSE 1,051.50 SUPPORT PAYMENT CLEARINGHOUSE

1,051.50 TAMARA SUE ELLSWORTH 2,196.39 THE ARIZONA PARTNERSHIP FOR IMMUNIZATION 1,166.22 THE GUIDANCE CENTER 3,000.00 THOMSON REUTERS WEST 1,158.79 THOMSON REUTERS WEST 2,415.77 TRINITY SERVICES GROUP INC 16,048.21 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY 1,387.47 TYRON JENSEN 1,684.15 UNITED INFORMATION SERVICES 1,729.03 WAGNER EQUIPMENT CO 1,026.46 WEBGROUP MEDIA LLC 3,672.00 WESTERN EXPLOSIVES SYSTEMS CO (WESCO) 85,962.80 WHITE MOUNTAIN COMMUNICATIONS 4,922.74 WHITE MOUNTAIN PUBLISHING CO 1,018.98 WOODLAND BUILDING CENTER 1,874.23 WRIGHT EXPRESS FSC WEX 3,932.37 WRIGHT EXPRESS FSC WEX 2,128.93 YAVAPAI COUNTY GOVERNMENT 7,750.00 YAZZIE'S AUTO PARTS INC 2,842.11 YAZZIE'S AUTO PARTS INC 1,230.63 YAZZIE'S AUTO PARTS INC 15,165.97 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 June 29, 2021. Request approval of a proclamation recognizing August as Child Support Awareness Month. Community Development: D. Request approval of a Conditional Use Permit application allowing Gunther Haffke and Judy Jameson to operate an FFL/gun dealership and workshop and to construct a seasonal outdoor dining area to place and operate a food trailer. Property is located in Vernon, AZ. A.P.N. 106-44-012B. The Planning & Zoning Commission unanimously recommended approval on June 17, 2021. E. Request approval of a Conditional Use Permit application allowing Preston Smith to add four additional self-storage buildings to the existing Concho Mini Storage over the next 5-years; this would add approximately 144 individual storage units. Property is located in the Concho Valley Subdivision Unit 1 in Concho, AZ. A.P.N. 201-27-380 and 201-27-381. The Planning & Zoning Commission unanimously recommended approval on June 17, 2021. F. Request approval of a Conditional Use Permit application allowing James & Andrea Coppenger to place a second residence on their 3.25-acre parcel. The second home will be occupied by her mother so they can provide care for her. Property is located in Vernon, AZ. A.P.N 106-52-016W. The Planning & Zoning Commission unanimously recommended approval on July 1, 2021. Election Department: G. Based on the recommendation of the Libertarian Party County Chairman, Emily S. Goldberg, determine vacancies exist in the office of precinct committeeman and appoint Thomas Tanner for the St. Johns Precinct. Emergency Management: H. Notification that on July 16, 2021, in accordance with Apache County Outdoor Fire Ordinance 2019-10, all fire restrictions were rescinded in the unincorporated areas of Apache County. Vote was unanimous.

Mr. Patterson requested approval of Amendment #1 to extend the Intergovernmental Agreement between Northland Pioneer College and Apache County through June 30, 2022. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson requested approval of a Liquor License Application recommendation for Jeffrey Saffer, Lost Mountain Resort, located at 44 Main Street in Greer, Arizona. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson requested approval of a Memorandum of Understanding between the Apache County Information Technology Department and the Schools Business Consortium for IT services. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson requested approval of premium pay between January 27, 2020 through July 1, 2021 for all current employees, utilizing American Rescue Plan Act (ARPA) state & local fiscal recovery funds. Mr. Patterson recommended \$2.00 per hour for each employee that is currently active. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Clerk of the Court Annell Hounshell requested approval to create the position of Office Administrator (Range 43) and hire within the salary range and will not result in any increase to the FY22 budget. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson, on behalf of District II, requested approval to increase the salary of employee 969 by \$5,000 and to increase the salary of employee 751 by \$2,000 and the requested amounts will not result in an increase to the FY22 budget. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to enter into a contract for professional services for Painted Sky Engineering and Survey LLC. Mr. Crosby stated this contract will allow for design services for parking lot improvement in various locations in the county where we have old, unsafe pavement and walking surfaces. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested possible action regarding BID # 201208 for contract trucking. Mr. Crosby stated no Bids were received within the required time but did receive one late bid. Mr. Crosby recommended going back out to bid. No action was needed or taken.

Stephanie McCarthy on behalf of the School Superintendent's Office, requested approval of a contract with Elizabeth Moore to provide special education services to inmates in the Apache County jail between the ages of 18-21, pursuant to A.R.S. §15-913.01. Ms. McCarthy stated money for this contract comes from special education State allocated funding and will not affect the overall budget. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera, requested approval of Agreement DC-22-001 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$233,455.05. Chief Herrera stated this grant requires a 25% match that will be paid utilizing RICO funds. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Michael Whiting, County Attorney, requested approval of an Arizona Criminal Justice Commission Grant for Crime Victim Compensation FY2022, VC-22-001 in the amount of \$67,080.00 for the period of July 1, 2021 through June 30, 2022 and no matching funds are required. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Michael Whiting, County Attorney, presented the item following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3). discussion and possible approval of a settlement agreement with Glen & Judy Brower and Ken & Lisa Hogan regarding Case ST2020-000674. Mr. Whiting stated this involves taxes and property and does not believe an executive

session was necessary but is an option if the Board would like. **Mr. Davis stated he has reviewed the terms of the settlement agreement and made the motion to approve the settlement, seconded by Mr. Shepherd.** Vote was unanimous.

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

Mr. Shepherd made the motion to adjourn the meeting, seconded by Mr. Davis. Vote was unanimous.

Approved this 16th day of August, 2021.

ATTEST:

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____



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

Notification of applications to apply for federal and state grants for broadband services.

BOS Meeting Date Requested 8/16/21

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 _____

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: 7/27/21 Angela C. Romero

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

- 1. Request approval of all Replacement Centers, Drop Boxes and Polling Sites for the upcoming November 2, 2021 Special Election.

BOS Meeting Date Requested August 16, 2021

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: _____



**November 2, 2021
Special Election
Ballot Replacement Centers, Drop Boxes and Polling Sites**

Ballot Replacement Center:

Apache County Recorder's Office
75 West Cleveland
St. Johns, AZ 85936

Drop Boxes:

St. Johns County Annex Building
(Location of Apache County Recorder's Office)
75 W. Cleveland, St. Johns, AZ 85936

Ft. Defiance Road Yard
Route N54
Ft Defiance, AZ 86504

Ganado Road Yard
North of the Ganado Chapter House
Ganado AZ 86505

Round Valley County Annex Building
309 S. Mountain Ave
Springerville, AZ 85938

Prior to Election Day Only Poll Sites:

Apache County Recorder's Office
75 W Cleveland, St. Johns AZ 85936
Telephone (928) 337-7516
Office hours:
Monday thru Thursday 6:30 a.m.–5:30 p.m.

Ft. Defiance Road Yard
Route N54
Ft Defiance, AZ 86504
Office hours:
Monday thru Thursday 6:30 a.m.–5:30 p.m.

Election Day Only Poll Sites:

Apache County Recorder's Office
75 W. Cleveland
St. Johns, AZ 85936

Ft. Defiance Road Yard
Route N54
Ft Defiance, AZ 86504

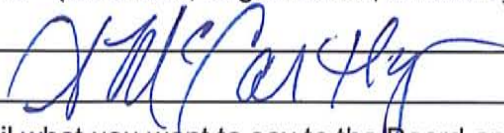
Town of Springerville
Town Hall
418 E. Main Street
Springerville, AZ 85938

Apache County Board of Supervisors
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:

Human Resources (District I): Request authorization to eliminate a Public Works Foreman II position (Range 44) and create a Road Maintenance Worker II position (Range 37).

BOS Meeting Date Requested: August 16, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: Steve W. King 8/10/21

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

IT: Request authorization to create and fill two (2) Network Administrator III positions and fill within the range.

This request will not result in an increase the FY22 budget.

BOS Meeting Date Requested: August 16, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature Judy Smith

Human Resources Review: _____

Signature A. McCarty

Other Review: _____

Signature _____

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

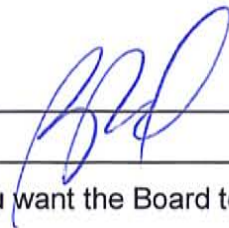
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____



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

Discussion and possible approval to support the County Supervisors Association out- out-of-county tuition proposal.

BOS Meeting Date Requested 8/16/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

IT/Communication Department

Date/Signature: Steph W. Kiser

8/3/2021

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

Discussion/Approval to renew the existing Phone System Maintenance Contract with Continuant for a period of one year.

BOS Meeting Date Requested August 16, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Handwritten Signature]

Finance Review: _____

Signature [Handwritten Signature]

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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

Maintenance Advantage Plan



County of Apache ("CUSTOMER")

75 W. Cleveland St.
 St. Johns , Arizona 85936
 (928) 337-4364

Agreement number: [08072018-KD]

Continuant, Inc ("SUPPLIER")

5050 20th Street East
 Fife , Washington 98424
 (800) 652-9920

Statement of Work

Maintenance Advantage Plan

<i>Base Plan Includes</i>	
Event Management	
Incident Management	
Hardware Replacement	
Change Management	
Service Desk	
Service Level Management	
<i>Optional Services</i>	<i>Selected</i>
8/5 Onsite Incident Management	NO
24/7 Onsite Incident Management	YES
Simple Service Request	NO
Complex Service Request	NO
Projects	NO
Onsite Critical Spare Equipment	YES
Telephones & Attendant Console Coverage	NO
3rd Party Vendor Management	NO
Term: 12 Months*	\$ 1,237.16 /mo.
<small>* Pricing valid until: 08/14/2021</small>	

Date of Commencement: 10/01/2021

I agree to the terms and
conditions of this
Agreement.

Customer Signature

Date

Customer Print Signature

Title

Purpose

Scope of Work Purpose

The purpose of this Scope of Work is to document the scope of tasks Continuant shall undertake and responsibilities that Continuant shall assume as part of its obligation to provide Maintenance Support to the Customer and to document the allocation of responsibilities between the Parties with regard to certain operational processes.

Objectives

Objectives Overview

Continuant will provide Maintenance Support for the Customer's communications environment as agreed upon under this Scope of Work (SOW). The Customer desires to use these services to achieve certain business goals and objectives. The Parties have entered into this SOW to support achievement of the Customer's objectives. The Objectives are as follows:

- Implement consistent services and processes governing the maintenance and management of the Customer's in-scope systems at the in-scope Sites on a global basis.
- Optimize and enhance the Customer's in-scope systems and realize continuous improvement in technology and service levels.
- Provided year-over-year reductions in the count and duration of outages through a high-touch service delivery experience, utilizing highly efficient processes and tools consistent with the IT Infrastructure Library (ITIL) and industry best practices.

Services

Event Management

Continuant will provide 24x7 event management that includes system monitoring and management of events for both TDM and UC equipment where applicable. Continuant will identify critical components in customers' environment and define key events for the specific system components. Continuant will provide structured levels of notifications to the customer for significant events detected in the customers' environment. Continuant Event Management will trigger Incident Management where applicable.

Incident Management

Incident management ensures that normal service operation is restored as quickly as possible and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout their lifecycles.

Remote Incident Management

Remote Incident Management is provided 24/7 and ensures that normal service operation is managed through remote connectivity. Remote incident management activities may include remote diagnostics, troubleshooting, and remote support for onsite personnel. Activities may include:

- Resolve service disruptions and performance degradations on Managed Components.
- Manage incident escalations to ensure timely and high-quality resolution of all issues by monitoring time remaining to meet SLAs.
- Utilize Incident remediation procedures to collect any additional data required to diagnose and match to known errors in Continuant knowledge base.
- Remote labor to repair or replace a failed part or device and the subsequent testing to confirm correct operation of the device and its interface and operation with associated equipment, communication facilities and services.
- Remotely facilitate hardware replacement and software updates determined to be required by Continuant.
- Utilize and update Continuant's ITSM platform with relevant information relating to an Incident.
- Make an initial determination of the potential resolution.
- Resolve as many Incidents as possible during the Authorized User's initial contact with the Service Desk, without transferring the call or using any escalation.
- Resolve Incidents requiring Tier 1-3 Support and close the Incident after receiving confirmation from the affected Authorized User that the Incident has been resolved.
- Resolve Incidents arising from or related to the Services, including break/fix Hardware and Software support.
- Retain overall responsibility and ownership of all Incidents until the Incident is closed subject to Customer approval.
- Software support services – includes remote installation assistance and basic usability assistance on minor firmware, patches and bug fixes (all managed components must include Original Equipment Manufacturer (OEM) software support coverage when applicable). Software support services do not include the purchase of subscriptions that provide entitlement and rights to use future minor versions (point releases), future major releases of software, or patches.

Hardware Replacement

Continuant will provide hardware replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where a covered application resides. Telephone sets, power systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier traffic are not included in this agreement unless specifically noted.

Change Management

Change Management is the process of assessing, controlling, managing and performing changes to a customer's infrastructure. The primary goal of this process is to ensure that changes are properly planned for, communicated, and approved. Change Management will consist of the following services:

- Continuant will follow the Request for Change (RFC) process. Providing the necessary documentation required to fulfill Change Requests. This will include associated plans required to implement the requested changes.

This process will be followed for Standard, Normal, and Emergency changes requested by the customer as agreed upon in this SOW. These changes are as follows:

- Standard – Standard changes are defined as well-known, repeatable and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the Change Advisory Board to be implemented per terms agreed upon with the customer. If the Service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency change should be considered.
- Normal – Normal changes are defined as medium/high risk to business services and therefore must follow the normal change management process. Due to the potential risk and impact, normal changes must be reviewed, prioritized and scheduled by the Change Advisory Board (CAB). The Urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given customer business justification of an impending business impact.
- Emergency – Emergency changes are defined as high risk to the business and required to be implemented as soon as possible – without proceeding through the normal change management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to

address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures where applicable to reduce the associated risk. These Changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

Service Desk

The Continuant Global Service Desk will be the primary communication point for services. The Customer will have several ways of interacting with the Global Service Desk. Customer Service Desk activities shall include the following:

- Perform initial analysis, troubleshooting, and diagnostics for Event Management
- Fulfill Service Requests for the "Customer"
- Provide proactive communication of service delivery
- Manage escalations to ensure timely and high-quality resolution
- Provide life-cycle management of all service requests and incidents
- Provide Technical Support for general advice and help on covered systems

Network Operation Center Services

While most support organizations provide a one-time network assessment, Continuant provides an on-going assessment to consistently monitor, enhance, and improve the Customer's UC infrastructure.

- 24x7 event monitoring & management
- Perform initial analysis, troubleshooting, and diagnostics for Event Management

Technical Support

Continuant makes available to customers a dedicated team of engineers with OEM certifications to provide across-the-board Unified Communications Technical Support (TAC). TAC is designed to provide technical support for the customer when the customer has a question about their covered environment. Customer can access Continuant TAC when following the below guidelines and attributes:

- Command Instructions
- Terminology Definitions
- Programming/Configurational Vetting
- Does not require changes or programming
- Does not require onsite technical resources
- Does not require scheduled maintenance window
- Does not require discovery

- Can be completed in 15 minutes or less.

Continuant TAC will stop at 15 minutes. All work will be billed at current Time and Material rates that exceed 15 minutes. Continuant will advise the customer of the rates and obtain customer approval before providing further support.

Service Level Management

Continuant's Service Level Management (SLM) offering tracks performance against negotiated service level targets called Service Level Objectives (SLO). SLM is also responsible for ensuring that all operational service level agreements and underpinning contracts are appropriate. Continuant will monitor and report on service levels where applicable and provide reports according to an agreed upon schedule. Service Level Objectives (SLOs) apply only to components that are managed exclusively by Continuant within the service. Continuant adheres to the SLOs during the Service Delivery phase. Within the Customer Requirements Document, the Customer and Continuant must document their agreement to formally acknowledge the completion of the Service Transition process. The Service Delivery phase commences upon mutual agreement between Continuant and the Customer that the Service Transition phase is complete and that the Service Delivery phase has been reached.

The following metrics are tracked as SLOs:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Complete (TTC)

Incident Prioritization: Continuant classifies and prioritizes incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

Continuant Incident Management Priorities Matrix

	<i>Impact</i>				
<i>Urgency</i>		Widespread	Large	Localized	Individualized
	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Impact Definitions: An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident). Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to degradation of a Service. Continuant will work with Customer to specify Impact for each Managed Component during Service Transition. There are four Impact levels:

- **Widespread** – Entire Network is affected (more than three quarters of individuals, sites or devices)
- **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices)
- **Localized** – Single site, room and/or multiple users are affected (between one-quarter and one-half of individuals, sites or devices)
- **Individualized** – A single user is affected (less than one-quarter of individuals, sites or devices)

Urgency Definition: Urgency defines the criticality of the Incident to Customer's business. Continuant will work with Customer to understand and set the proper Urgency level. There are four Urgency levels:

- **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to Customer's business.
- **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to Customer's business.
- **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to Customer's business.
- **Low** – Non-critical business function is degraded. There is little or no financial impact.

Time to Notify (TTN)

Customers may have specific notification requirements for which the Service will offer a Time to Notify (also known as "Respond") objective. Continuant will respond to incidents and requests raised through the management platform by electronically notifying a specified Customer contact(s) within the TTN timeframe. Continuant SLAs are as follows:

<i>Case contact method</i>	<i>Continuant estimated time to notify to specified contact</i>	<i>Incident or Service Request Level</i>	<i>SLO Target</i>
Event Managements Cases	15 Minutes from event opened date/time	All priority incidents	95%
Phone Call from "Customer"	15 Minutes from call being answered	All priority incidents and service requests	95%
Email from "Customer" to Service Desk	15 Minutes from email received date/time	All priority incidents and service requests	95%
Continuant Service Portal	15 Minutes from case opened date/time	All priority incidents and service requests	95%

Time to Restore (TTR)

Incidents go through many stages, with restoration being a primary objective. Time to Restore tickets includes all remote incident management activities (alarm or call receipt through restore, excluding maintenance or carrier cycle time). TTR refers to the time elapsed between the failure which caused the incident and when Continuant restores the managed component to an acceptable operational state. Continuant SLAs for meeting this objective are as follows:

<i>Incident Level</i>	<i>Time to Restore</i>	<i>SLO Target</i>
P1 Incidents	4 Hours	95%
P2 Incidents	12 Hours	95%
P3 Incidents	72 Hours	95%
P4 Incidents	120 Hours	95%

SLO measurements exclude the following:

- Delays caused by Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLOs defined obligations.
- SLOs will be paused for hardware replacement delivery to the customer location, either from a manufacturer maintenance agreement or hardware replacement services from Continuant.
- Delays or faults caused by third party equipment, services or vendors, such as Carriers, in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Managed Component due to software defects or bugs.

Time to Complete (TTC)

Continuant has categorized requests based on level of risk, complexity and the amount of time required to complete the request. All Changes are scheduled events and are dependent on coordination with Customer's schedule. A change request must be fully qualified and scheduled with Customer before the Time to Complete metric starts. All custom requests for change are scheduled events and follow the Normal Change Management procedures.

The chart below provides a breakdown of the available categories and durations for three types of requests.

Continuant SLOs for completing requests are as follows:

<i>Change Request</i>	<i>Time to completion from receipt of fully qualified and scheduled change request</i>	<i>SLO Target</i>
Remote Simple	2 business days	95%
Remote Simple – Expedited	8 hours	95%
Complex	Within 5 business days*	95%

Project	No SLO, scheduled	No SLO
---------	-------------------	--------

**SLO time commences upon Continuant receiving signed quote from Customer.*

**Enhanced entitlements are available at a premium.*

SLO measurements exclude the following:

- Delays caused by Customer in executing the requested change (for example, waiting for response on change window).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLAs defined obligations.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Ticket closure time may be different than change completion time. For example: a ticket may be kept open for review after the change has been executed.

Any Customer-requested changes that are considered by the Customer as "emergency" or "urgent" changes will be treated on a commercially reasonable effort by the Continuant Service Desk and will depend on Continuant engineer availability at the time of submittal. Additional charges may apply.

Additional Managed Services

*Only applies to Optional MAP Services listed on page 1 of this Scope of Work with YES in the "Selected" column.

24/7 Onsite Incident Management

Continuant will provide 24/7 onsite support that ensures normal Service Operation is restored as quickly as possible and the business impact is minimized through the dispatch of local technicians. Activities may include 24/7 dispatch of local technicians for diagnostics, troubleshooting, and/or parts replacement (parts not included, unless they are covered under Hardware Replacement Services). The Customer is responsible for providing access to the site.

Onsite Critical Spare Equipment

Continuant will place critical spare parts at the coverage site. Continuant will recommend placement of core components of the Covered Equipment. Customer may request additional

parts be included in kits, which may require an additional fee. These kits remain the sole and exclusive property of Continuant.

Other Information

Continuant Remote Access and Monitoring Platform

The Continuant-owned Secure Access Server (SAS) will allow remote access and monitoring for all managed systems supported by Continuant. The SAS contains all management software and hardware required for the delivery of services. The SAS is securely deployed on the Customer's network in a single configuration instance or multiple instance configurations depending on the number, type, and location of the managed components. During the coverage term, Customers are granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the SAS supplied by Continuant. Customers must return any and all associated SAS materials and connectivity devices to Continuant immediately upon expiration or termination of the agreement. Any delay by the Customer with supporting these Remote Access requirements may result in time and material charges for maintenance services. The Continuant SAS security compliance documentation is available upon request.

Asset Management

Continuant's Asset Management standard service will use the Service Activation Kit (SAK) information listed in the Customer Responsibilities section below to capture specific information for the Covered Equipment that includes the following:

- Serial Number
- Model Number
- System Firmware\Operating version
- Physical Location to include;
 - Street Address,
 - Floor Number
 - Room Number
 - Rack Location (if Applicable)
 - Brief description of the location
- Credentials for accessing and resolving issues with the equipment (May require top level admin/root)

Customer Responsibilities

The Customer is responsible for completing a Service Activation Kit (SAK), which provides Continuant the key information critical to success for commencement of maintenance. The Customer will complete tasks defined in the SAK to enable management access to Covered Equipment which may include setting up SNMP traps, and system logs. These activities are both critical and beneficial to the Customer and Continuant as these activities establish a managed connection required for Continuant to resolve incidents and service requests quickly.

Items in the SAK include:

- Customer representative contact name
- Location of the site(s) to be managed
- Location of management applications
- Network connectivity approval and placement detail for the SAS
- Device location and naming scheme
- Management IP addresses and system detail, SNMP community strings
- Access method and credentials (Telnet, Remote Desktop, etc.)
- Management system User names and contact detail
- Installation of the SAS and network connectivity per Continuant-supplied guidelines.
- Communications facilities and services including internet and network configuration. The communication facilities and services must be maintained for the duration of the service term.
- Resource to support the installation activities of the SAS, which may include:
 - Racking
 - Connection to Network
 - Power connection to UPS or other facility with continuous uninterrupted power
 - Provide suitable commercial power, and an uninterruptible power system (UPS) or other acceptable power back-up facilities providing a minimum of 1kVA dedicated for the SAS.

**Any delay or error by the customer in providing this information could delay commencement date.*

Location & Covered Equipment

Location Name	Services & Equipment	Paid Monthly	Paid Annually
Apache County Court House • DOC: 10/01/2021	Onsite Critical Spare Equipment <ul style="list-style-type: none"> • Avaya Prologis – 131 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> • Avaya Prologis – 131 user(s) • Avaya Audix – 23 user(s) Avaya VM Base Plan <ul style="list-style-type: none"> • Avaya Audix – 23 user(s) Avaya PBX Base Plan <ul style="list-style-type: none"> • Avaya Prologis – 131 user(s) 	\$ 511.61	\$ 6,139.32
County Annex Building • DOC: 10/01/2021	Onsite Critical Spare Equipment <ul style="list-style-type: none"> • Avaya Definity – 137 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> • Avaya Definity – 137 user(s) • Avaya Audix – 253 user(s) Avaya VM Base Plan <ul style="list-style-type: none"> • Avaya Audix – 253 user(s) Avaya PBX Base Plan <ul style="list-style-type: none"> • Avaya Definity – 137 user(s) 	\$ 725.55	\$ 8,706.60

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Dale Ham

Date/Signature 8/3/21

Describe in detail what you want to say to the Board and what action you want the Board to take: PERMISSION TO ~~LEASE~~ PURCHASE 5 MOTORGRADERS (WITH TRADE-INS) FOR DISTRICT III, FROM EMPIRE MACHINERY USING CITY OF TUCSON/OMNIA PARTNERS COOPERATIVE CONTRACT # 161534 AT A ~~YEARLY~~ COST OF ~~\$30,655.04~~ PER MACHINE. PURCHASING WITH CARESACT FUNDING.

MB

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

[Signature]

Finance Review: _____

Signature: _____

[Signature]

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____



FERRIN CROSBY
APACHE COUNTY ENGINEERING
PO BOX 428
SAINT JOHNS, AZ 85936-0428

7/29/2021

Dear FERRIN, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

2021 New Caterpillar 140-15 Motor Grader

Standard Equipment

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Electronic over-speed protection
Parking brake, multi-disc, sealed and oil cooled.
Sediment drain, fuel tank.
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horse Power Plus)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel, ground accessible
Electrical hydraulic valves
Electrical system, 24V
Grade Control Ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)
Lights, reversing
Lights, roading, roof-mounted, stop and tail, LED
Starter, electric

OPERATOR ENVIRONMENT (Continued)

Windows laminated glass:
-Fixed front with intermittent wiper
-Door with intermittent wipers (3)
Windows tempered:
-Left and right side wipers
-Rear with intermittent wiper

TECHNOLOGY PRODUCTS

RADIOS

Authorization varies by country, please contact your Cat marketing representative with questions or click on the link below:
<https://dealer.cat.com/en/products/technology.html>

PRODUCT LINK

Availability varies by country, please contact your Cat marketing representative with questions or click on the link below:
<https://dealer.cat.com/pl/certification>

SAFETY AND SECURITY

Clutch, circle drive slip
Doors, 2 engine compartment, (two left hand, two right hand) locking
Doors, 2 service, left and right locking
Ground level engine shutdown
Hammer (emergency exit)
Horn, electric
Lockout, hydraulic implement (for roading and servicing)
Seat belt, retractable 76.2 (3")

OPERATOR ENVIRONMENT

Air Conditioning with heater
Articulation, automatic return to center
Centershift pin indicator
Display, digital speed and gear
Doors, left and right side with wiper
Gauge, machine level
Gauges (analog) inside the cab
(includes fuel, articulation, engine
coolant temp, engine RPM,
and hydraulic oil temp, DEF/AdBlue)
Joystick, adjustable armrests
Joystick gear selection, hydraulic
power steering hydraulic controls
(right/left, blade lift w/ float
position, blade sideshift and tip,
circle drive, centershift, front wheel
lean and articulation and steering)
Lights, night time cab
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
Power port, 12V
Radio ready, entertainment
ROPS cab, sound suppressed
- 69dB(A) - ISO 6394
Seat, cloth-covered, comfort suspension
Storage area for cooler/lunchbox
Throttle control, electronic

SAFETY AND SECURITY (Continued)

Secondary steering
Tandem walkway/guards
A partial allowance for tires on
254mm x 609.6mm (10" x 24") multi-piece rims

FLUIDS

Antifreeze
Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators -brake -dual certified
Drawbar, 6 shoe w/replaceable wear strips
Fluid check, ground level
Fuel tank, 398 liters (105 gallon)
Ground level fueling
DEF/AdBlue Tank, 21 liters (5.5 gallon)
Hydraulic lines for base functions
Pump, hydraulic, high capacity
(98cc / 15 cu in)
Radiator, cleanout access
(both sides with swing doors)
SOS ports - engine -hydraulic
-transmission -coolant -fuel
Tool box
Debris guard

Configured as Follows

Ref #	Description	Price
5773021	140JOY-BR	\$369,020
3859294	GLOBAL ARRANGEMENT	\$0
3493048	MOLDBOARD, 14' PLUS	\$2,845
3240889	RIPPER/SCARIFIER	\$21,420
3533316	WEATHER, STANDARD	\$0
3589338	ACCUMULATORS, BLADE LIFT	\$4,900
3806774	PRECLEANER, NON SY-KLONE	\$0
5674685	ENGINE, TIER IV	\$0
3245328	DRAIN, GRAVITY, ENGINE OIL	\$0
3858094	BASE + 1 (RIP)	\$2,415
3943945	STARTER, ELECTRIC, HEAVY DUTY	\$0
5369969	LIGHTS, ARM, FOLD DOWN	\$1,975
4217810	LIGHTS, ROADING, HALOGEN	\$0

Configured as Follows (Continued)

3859554	CAB, PLUS (STANDARD GLASS)	\$1,160
	INCLUDES:	\$0
	150 AMP ALTERNATOR	\$0
	WIPER/WASHER, REAR	\$0
	STANDARD GLASS	\$0
3977457	CAB, PLUS (INTERIOR)	\$3,160
	INCLUDES:	\$0
	SEAT,AIR SUSP,CLOTH,HEATED	\$0
	RADIO,12V,AM/FM CD/MP3 BLUET	\$0
	FAN,DEFROSTER,REAR WINDOW	\$0
	CONVERTER,COMMUNICATION(CB)	\$0
	SHADE, SUN	\$0
3941132	SEAT BELT W/INDICATOR	\$203
4646442	PRODUCT LINK, CELLULAR PLE742	\$0
5836974	CAT GRADE, ARO, TND	\$5,070
4352072	CONTROL,AUTO ARTICULATION-FULL	\$1,900
4588701	JOYSTICK CONTROLS, ADVANCED	\$2,130
5402373	TANK, FUEL, STANDARD	\$0
5424660	FAN, STANDARD, TND	\$0
2520775	TIRES, 17.5R25 BS VKT * D2A MP	\$11,510
3236970	GUARD GP, HITCH	\$0
4698157	COOLANT, 50/50, -35C (-31F)	\$0
0P1939	ANTIFREEZE WINDSHIELD WASHER	\$0
0P3978	FUEL ANTIFREEZE, -25C (-13F)	\$0
3861254	LANGUAGE, ENGLISH	\$0
4429940	DECALS, ENGLISH (U.S.)	\$0
3951967	LIGHTS, WORKING, PLUS, HALOGEN	\$1,085
3089370	HEADLIGHTS,FRONT, LOW, HALOGEN	\$675
3963921	CAMERA, REAR VISION	\$0
2333295	MIRRORS, OUTSIDE MOUNTED	\$515
3662459	GUARD, TRANSMISSION	\$3,570
5213250	CIRCLE SAVER	\$251
3676842	PUSH PLATE, COUNTERWEIGHT HD	\$5,930
8J1434	TOOTH, STRAIGHT (2)	\$1,680
4K3330	SHANKS/TEETH, RIPPER/SCARIFIER	\$1,472
0P2265	ROLL ON-ROLL OFF	\$320
0P9002	LANE 2 ORDER	\$0
	TOTAL LIST PRICE	\$443,206

Pricing Summary

	List Price:	\$443,206.00
<u>City of Tucson/OMNIA Partners Cooperative Contract #161534</u>	Discount (30%):	<u>(\$132,961.80)</u>
	Sub Total:	\$310,244.20
Extended Warranty (7 year or 7,000 hour premier):		<u>\$ 28,180.00</u>
	Sub Total:	\$338,424.20
Less Empire MG discount (if machines deliver before 12/31/2021):		<u>(\$ 14,625.79)</u>
	(Less Sales Tax) Total Sale Price:	\$323,798.40

Warranty: 7 years or 7,000 hours (whichever occurs first) Caterpillar Premier Warranty. Travel time and mileage cost for warrantable repairs covered for first 12 months.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

Freight: Freight is included at no charge for delivery address within Maricopa County. If unit needs to be delivered to an address outside of Maricopa County applicable freight charges will apply.

Thank you for the opportunity to quote this machine to Apache County. If you have any questions, please don't hesitate to give me a call.

Thank you.

Greg Smith
Account Manager
928-205-8747

Greg.Smith@empire-cat.com

Dale Hauser

From: Smith, Greg <Greg.Smith@empire-cat.com>
Sent: Monday, August 2, 2021 3:23 PM
To: Dale Hauser
Subject: Trade numbers

FYI, thank you!

Greg Smith
Empire Machinery
1501 E Thornton Rd
Show Low, AZ 85901
928-205-8747
Greg.smith@empire-cat.com

143H (1AL00117) \$38,900.00

140H (APM02930) \$50,400.00

140H (APM03483) \$46,200.00

140H (APM00952) \$46,200.00

140H (APM00961) \$50,400.00

Total trade dollars \$232,100.00

Thank you!

Greg Smith
Empire Machinery
1501 E Thornton Rd
Show Low, AZ 85901
928-205-8747
Greg.smith@empire-cat.com



Customer Purchase Agreement

Account Manager: Greg Smith

PSR:

DBS Agreement #:

Customer #: 0053688

Date: 8/10/2021

Customer Name: APACHE COUNTY ENGINEERING

Contact: FERRIN CROSBY

Contact Phone: 928-337-4364

Address: PO BOX 428

City\State\ZIP: SAINT JOHNS 85936-0428

Phone: 928-337-4364

Invoicing Customer: APACHE COUNTY ENGINEERING - 0053688G

PO #:

Terms: On Account - Customer PO

Special Payment Instructions: For Wire Instructions call Empire Credit Dept. at 480.633.4523

Please include the following information with your payment or wire:

Invoicing Customer: APACHE COUNTY ENGINEERING

Customer Number: 0053688

Agreement Number:

Serial Number(s): 0EB300386, 0EB300412, 0EB300413, 0EB300415, 0ENH00154

Delivery Location:

Delivery Address:

Delivery Zip Code:

F.O.B: EMPIRE

City\State: SAINT JOHNS, AZ

Cust. Required Delivery Date: 9/30/2021

Job Site Location: ELOY, AZ

Bond #:

Freight: The freight will be provided by a Common Carrier and paid for by: Empire Common

IF APPLICABLE: Cat Certified Used meets hour and age limits, inspection, remaining or min warranty specific by Model.

A Basic CVA for 2 YR or 2,000 hour, Filter Kits will be delivered on time through scheduling and notification.

Equipment

Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
0EB300386	2021	140-15 AWD	E165391	NI	CATERPILLAR	MOTOR GRADER, AWD 7 YEAR / 7000 HOUR PREMIER 12 Months Of Travel Time And Mileage	\$323,798.40
0EB300412	2021	140-15 AWD	E166268	NI	CATERPILLAR	MOTOR GRADER, AWD 7 YEAR / 7000 HOUR PREMIER 12 Months Of Travel Time And Mileage	\$323,798.40
0EB300413	2021	140-15 AWD	E166267	NI	CATERPILLAR	MOTOR GRADER, AWD 7 YEAR / 7000 PREMIER 12 Months Of Travel Time And Mileage	\$323,798.40
0EB300415	2021	140-15 AWD	E166270		CATERPILLAR	MOTOR GRADER, AWD 7 YEAR / 7000 HOUR PREMIER 12 Months Of Travel Time And Mileage	\$323,798.40
0ENH00154	2021	140-15 AWD	E169206		CATERPILLAR	MOTOR GRADER, AWD 7 YEAR / 7000 HOUR PREMIER 12 Months Of Travel Time And Mileage	\$323,798.40

Trade-Ins

Year	Make	Model	Serial Number	Rcvd	ID Num	Description	Trade Value	Lien Amount	Net Trade-In
2003	CAT	140H	0APM00952	<input type="checkbox"/>		MOTOR GRADER	\$46,200.00	\$0.00	\$46,200.00
2003	CAT	140H	0APM00961	<input type="checkbox"/>		MOTOR GRADER	\$50,400.00	\$0.00	\$50,400.00
2006	CAT	140H	0APM02930	<input type="checkbox"/>		MOTOR GRADER	\$50,400.00	\$0.00	\$50,400.00

Customer Purchase Agreement

2007 CAT	140H	0APM03483	<input type="checkbox"/>	MOTOR GRADER	\$46,200.00	\$0.00	\$46,200.00
1996 CAT	143H	01AL00117	<input type="checkbox"/>	MOTOR GRADER, AWD	\$38,900.00	\$0.00	\$38,900.00

Notes

OMNIA PURCHASING COOPERATIVE - CITY OF TUCSON CONTRACT #161534

Sub Total:	\$1,618,992.00
Trade In Value:	(\$232,100.00)
State/County Sales Tax (Navajo County 6.43%):	\$89,177.17
City Sales Tax (Mesa 2.00%):	\$27,737.85
Balance Due:	\$1,503,807.02

Signatures:

Customer	Date	Customer	Date
----------	------	----------	------

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/sales serviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Sheriff's Office, Roscoe Herrera, Chief Deputy,

Date/Signature: _____

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

Request approval for the renewal of the existing contract and agreement with AXON Enterprises, Inc.,

For the use of body-worn cameras, which Sheriff's deputies and jail staff utilize.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



AXON

Apache County Sheriff's Office - AZ

AXON SALES REPRESENTATIVE

Mike Schmidt
(480) 502-6279
mschmidt@axon.com

ISSUED
6/8/2021

Q-302573-44363.617MS



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-302573-44363.617MS

Issued: 06/08/2021

Quote Expiration: 07/31/2021

Account Number: 108864

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Apache County Sheriff's Office - AZ
 370 S. Washington
 St. Johns, AZ 85936
 US

BILL TO

Apache County Sheriff's Office - AZ
 P. O. Box 518
 St. Johns, AZ 85936
 US

SALES REPRESENTATIVE

Mike Schmidt
 Phone: (480) 502-6279
 Email: mschmidt@axon.com
 Fax:

PRIMARY CONTACT

Phone:
 Email:

TAP Refresh #7998

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		55	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		8	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		60	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		55	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	55	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	8	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		8	0.00	0.00	0.00
Subtotal						0.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						0.00

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	55	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	55	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	220	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
73449	RESPOND DEVICE LICENSE	60	55	0.00	0.00	0.00
Hardware						
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		8	43.90	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	611.14	33,612.70
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00
73827	AB3 CAMERA TAP WARRANTY	60	3	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
					Subtotal	37,920.70
					Estimated Tax	3,052.62
					Total	40,973.32

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		1	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		3	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)	
Hardware							
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00	
Other							
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	1,068.00	58,740.00	
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00	
						Subtotal	63,048.00
						Estimated Tax	5,075.37
						Total	68,123.37

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)	
Hardware							
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00	
Other							
73309	AXON CAMERA REFRESH ONE		55	0.00	0.00	0.00	
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	1,068.00	58,740.00	
73689	MULTI-BAY BWC DOCK 1ST REFRESH		8	0.00	0.00	0.00	
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00	
73309	AXON CAMERA REFRESH ONE		1	0.00	0.00	0.00	
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00	
						Subtotal	63,048.00
						Estimated Tax	5,075.37
						Total	68,123.37

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)	
Other							
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	1,068.00	58,740.00	
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00	
						Subtotal	63,048.00
						Estimated Tax	5,075.37
						Total	68,123.37

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)	
Hardware							
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00	
Other							
73310	AXON CAMERA REFRESH TWO		55	0.00	0.00	0.00	
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	55	1,068.00	1,068.00	58,740.00	
73688	MULTI-BAY BWC DOCK 2ND REFRESH		8	0.00	0.00	0.00	
73665	RESPOND DEVICE PAYMENT	12	55	60.00	60.00	3,300.00	
73310	AXON CAMERA REFRESH TWO		1	0.00	0.00	0.00	
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00	
						Subtotal	63,048.00
						Estimated Tax	5,075.37
						Total	68,123.37

Grand Total | 313,466.80

Discounts (USD)

Quote Expiration: 07/31/2021

List Amount	320,438.20
Discounts	30,325.50
Total	290,112.70

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
TAP Refresh #7998	0.00
Year 1	40,973.32
Spares	0.00
Year 2	68,123.37
Year 3	68,123.37
Year 4	68,123.37
Year 5	68,123.37
Grand Total	313,466.80

Notes

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #7998. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Mike Schmidt at mschmidt@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.


Axon Internal Use Only		
		SFDC Contract#: Order Type: RMA#: Address Used: SO#:
Review 1	Review 2	
Comments:		

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Jack Ingram, ACSD Dispatch

Date/Signature: 8/9/2021 

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 an agreement with Navajo County to administer 9-1-1 bill payments in behalf of Apache County as a member of the Northeastern Arizona 9-1-1 Users Association (NAUA).

BOS Meeting Date Requested 8/16/2021

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 _____

**MEMORANDUM OF UNDERSTANDING FOR THE NORTHEASTERN ARIZONA 9-1-1
USERS ASSOCIATION (NAUA)**

between

NAVAJO COUNTY

and

**APACHE COUNTY SHERIFF'S OFFICE, SHOW LOW POLICE DEPARTMENT, PINETOP-
LAKESIDE POLICE DEPARTMENT, SNOWFLAKE-TAYLOR POLICE DEPARTMENT AND
WHITE MOUNTAIN APACHE TRIBAL POLICE DEPARTMENT**

for

9-1-1 BILL PAYMENT PROCEDURE

This Memorandum of Understanding ("MOU") dated this ____ day of _____, 2021, is made by and between Navajo County, a political subdivision of the State of Arizona, by and through The Navajo County Sheriff's Office ("NCSO") and City of Show Low, a municipal corporation, by and through the Show Low Regional Communications Center and Town of Taylor-Snowflake, a municipal corporation by and through the Show Low Regional Communications Center, and Town of Pinetop-Lakeside a municipal corporation, by and through the Show Low Regional Communications Center, and Apache County, a political subdivision of the State of Arizona, by and through the Apache County Sheriff's Office and White Mountain Apache Tribe, a sovereign tribal community, by and through the White Mountain Apache Tribal Police Department, ("Local Agency") for administering the 9-1-1 System Services billing and payment process. NCSO and Local Agency are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. the Arizona State 9-1-1 System Services billing and payment process will be changed, effective July 1, 2019, in a manner necessitating Counties to perform certain 9-1-1 System communication/telephone bill-payment administrative functions for local entities that were previously performed by entities other than Counties ; and
- B. NCSO has been designated as the administrator to perform the aforementioned 9-1-1 System communication/telephone bill-payment administrative functions for local entities; and
- C. The APACHE COUNTY SHERIFF'S OFFICE, SHOW LOW POLICE DEPARTMENT, PINETOP-LAKESIDE POLICE DEPARTMENT, SNOWFLAKE-TAYLOR POLICE DEPARTMENT AND WHITE MOUNTAIN APACHE TRIBAL POLICE DEPARTMENT are local agencies for which, according to the aforementioned procedural changes, NCSO will perform certain local 9-1-1 System administrative functions more fully described hereinafter; and
- D. The Parties have reached an agreement on the relationship and responsibilities of the Parties as necessary to effectuate the new bill-payment process and ensure smooth operations; and
- E. All Parties recognize the importance of interagency cooperation and agree to perform activities related to implementation and operation of their respective emergency telecommunication system under the direction of Navajo and Apache County's Chiefs of Police, Fire Chiefs and Sheriff; and
- F. The Parties agree that NSCO through the Navajo County Finance Department shall be the Fiduciary to perform the aforementioned 9-1-1 bill payment administrative functions under the distribution

of funding per A.R.S. § 41-704, which establishes the administration of the emergency telecommunications services revolving fund for Navajo and Apache County PSAPs; and

- G.** The Parties desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of Grants and Federal Resources (ADOA-GFR) Arizona 9-1-1 Grant Program to Navajo County Sheriff's Office as the initial System Administrator for all PSAPs in Navajo and Apache County; and
- H.** The Arizona 9-1-1 Grant program is designed to assist PSAPs, in collaboration with regional and local jurisdictions, to perform activities related to implementation and operation of their respective emergency telecommunications system.
- I.** The Parties are authorized to perform the functions and activities provided in this MOU.

NOW, THEREFORE, the Parties hereto, in consideration of the covenants hereinafter set forth, agree as follows:

1. **PURPOSE.** The purpose of this MOU is for NCSO to provide certain administrative support services to Local Agency pursuant to the 9-1-1 telephone bill payment practices, policies, procedures and/or guidelines provided by the Arizona State 9-1-1 Office.

2. MUTUAL OBLIGATIONS

A. Local Agency agrees to:

- i.** At NCSO's request, promptly provide any and all other bill-related documents and information to NCSO.
- ii.** In accordance with A.R.S. § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of said Agreement, all Parties agree to reimburse Navajo County for their portion of their operating bills. The designated System Administrator shall disseminate the annual budget to the Parties, which copies shall be deemed incorporated herein.
- iii.** Provide any additional documentation to the System Administrator, as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award.
- iv.** Share GIS data that supports Next-Gen Core Services (Site Structure Address Points/SSAP, Road Centerlines, PSAP Boundaries, ESN, ESB Boundaries, and Parcel to Navajo County GIS Department to maintain their data supply chain for the state geospatial initiatives.

B. System Administrator agrees to:

- i.** Serve as the Grant Administrator of the ADOA-GFR Arizona 9-1-1 Grant Award.
- ii.** Prepare and submit the GIS Accuracy Report, the Level of Service Report, the MIS Report, and the Monthly Financial Reports documenting the activities supported by these grant funds and providing an assessment of the impact of these activities on behalf of all Parties pursuant to the ADOA-GFR Arizona 9-1-1 Grant Program guidelines.
- iii.** Authorize NCSO to pay monthly 9-1-1 operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 9-1-1 Grant Program on behalf of all Parties by the 25th of every month.

- iv. Act as the Liaison between the ADOA-GFR and all Parties. Hold quarterly PSAPs Manager Meetings between PSAPs, Vendors and ADOA-GFR.
 - v. Receive the bill-payment funds from the State Office and pay the respective 9-1-1 telephone bill; and
 - vi. At Local Agency's request, timely provide bill-payment documentation to Local Agency.
- C.** At NCSO's direction, the Parties agree to make any procedural adjustments appropriate and necessary to effectuate the procedures and guidelines provided by the Arizona State 9-1-1 Office. Any substantive changes will be commemorated in a written amendment signed by both parties and attached to this MOU.
- D.** Local Agency's acknowledges and agrees that NCSO makes no warranties or guarantees regarding the availability of the aforementioned state funds or of the timing and adequacy of state-fund disbursements.
- E.** The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this MOU.
- F.** NCSO and Local Agency's shall maintain open communications to ensure the agreed upon procedure is maintained throughout the term of this MOU. Parties shall maintain open communication regarding scheduling and service needs.

3. **EFFECTIVE DATE AND DURATION.** This MOU shall become effective on the ____ day of _____, 2021 and shall remain in effect for twenty (20) years, unless either Party provides sixty (60) days advance written notice of termination to the other Party as set forth in Section 4 below. Either Party to this MOU may request a renewal of this MOU, for additional five (5) year terms by the execution of a mutually agreed upon and signed Amendment to this MOU.

4. **TERMINATION.** To the extent permitted by law, either party may cancel this MOU at any time, with or without cause, upon sixty (60) days prior written notice to the other party. In the event of termination or cancellation of this MOU, the Parties agree to cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.

5. **SUPERVISION.** NCSO shall have sole supervisory authority over NCSO personnel. Local Agency shall have sole supervisory authority over Local Agency personnel.

6. **INSURANCE** Each Party shall bear the risk of its own actions and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

7. **COMPLIANCE WITH ALL LAWS** Each Party shall comply with all federal, state, and local laws, rules, and regulations.

8. **EXECUTION PROCEDURE** This Agreement will be executed in counterparts by the governing body of each Party.

9. **NON-DISCRIMINATION** The Parties will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, familial status, genetic information, political affiliation or any other protected basis in the selection, treatment and retention of employees, subcontractors or in the procurement of materials and leases of equipment. The Parties also will not participate,

either directly or indirectly, in any type of discrimination prohibited by any federal, state, or local law, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

10. **LEGAL ARIZONA WORKERS ACT COMPLIANCE** Parties are required to comply with A.R.S. § 41-4401, and hereby warrants that they will, at all times during the terms of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214 (A) (together the “state and federal immigration laws”). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of this Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

11. **NON-APPROPRIATION** This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
12. **NO THIRD PARTY BENEFICIARIES** The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a Party of this Agreement.
13. **SIGNATURES** Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons who signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.
14. **INDEMNIFICATION AND JOINT DEFENSE.** To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, 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 MOU to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, 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 MOU that are the subject of the

Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to the subsection 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. 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”). 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 MOU.

GENERAL

- A. Notice. Any notice, consent or other communication (“Notice”) required or permitted under this MOU shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to Local Agencies:

Communications Manager
Show Low Regional Communications
PO Box 1497
Show Low, Arizona 85901

Communications Supervisor
Apache County Sheriff’s Office
PO Box 518
St. Johns, Arizona 85936

Communications Supervisor
White Mountain Apache Tribal Police Department
PO Box 889
Whiteriver, Arizona 85941

If to NCSO:

NAUA 9-1-1 System Administrator
Navajo County Sheriff’s Office
P.O. Box 668
Holbrook, Arizona 86025

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, five (5) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change any portion of its notice information provided above by notifying the other party of the change in writing as provided in this Section.

Notices sent by facsimile transmission shall also be deposited in the United States mail to the recipient at the above address on the same day the facsimile transmission is sent. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

- B. Amendment. This MOU may be amended only by a written document executed by a duly authorized representatives of both Parties.
- C. Third Parties. This MOU is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this MOU. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this MOU or of any duty, obligation, or undertaking established under this MOU.
- D. Compliance with Applicable Laws. Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this MOU.
- E. Conflict of Interest. The Parties understand and acknowledge the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this MOU.
- F. Dispute Resolution. If a complaint, dispute or controversy arises out of or relates to this MOU, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this MOU shall be brought in the Navajo County Superior Court in Holbrook, Arizona.
- G. Waiver. The waiver by any Party of any breach of any term, covenant or condition of this MOU shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this MOU.
- H. Uncontrollable Events. No Party shall be considered to be in default in the performance of any obligations under this MOU (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- I. Assignment. The Town may not assign its rights or obligations under this MOU without the prior written consent of the County, which consent may be granted or denied at the County's sole and absolute discretion.
- J. Entire MOU. This MOU represents the entire MOU between the Parties and supersedes all prior negotiations, representations or MOUs, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this MOU shall be valid unless made in writing and signed by the Parties.
- K. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this MOU or any provision therefore shall be instituted only in the courts of Navajo County, Arizona.
- L. Severability. If any part, term or provision of this MOU shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

- M. Headings. Section headings are inserted in this MOU solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this MOU.
- N. Counterparts. This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- O. Other Duties Imposed by Law. Nothing in this MOU shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- P. Compliance with Civil Rights. The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- Q. Recitals Incorporated. The Parties acknowledge that the Recitals to this MOU are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this MOU as if fully set forth therein without difference or distinction.
- R. Joint Venture. It is not intended by this MOU to, and nothing contained in this MOU shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

Each Party shall act in its individual capacity and not as an agent, employee, partner, joint-venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this MOU. This MOU shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This MOU shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this MOU confers any right to any person or entity not a party to this MOU

- S. Supervision. No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this MOU. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this MOU, and each Party agrees to hold the other Party harmless from any liability thereof.
- T. E-Verify Laws. To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the MOU and may result in the termination of the other Party. The County retains the legal right to randomly inspect the papers and records of any Town employee who works under this MOU to ensure compliance with the above-mentioned laws.
- U. Workers Compensation. Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of

protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

- V. Arbitration. To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this MOU by arbitration.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year set forth below. This Agreement shall be effective as of the date first above written and upon being fully executed.

Remainder of this page left intentionally blank.

Name of Party

Navajo County

By: _____
Signature

By: _____
David M. Clouse
Navajo County Sheriff

Printed Name

Date: _____

Chairperson of the Board

Date: _____

Approved as to form:

Approved as to form:

Signature

Deputy County Attorney

Printed Name

Date: _____

Clerk of Board

Date: _____

Name of Party

Apache County

By: _____
Signature

By: _____
Joseph Dedman Jr.
Apache County Sheriff

Printed Name

Date: _____

Chairperson of the Board

Date: _____

Approved as to form:

Approved as to form:

Signature

Deputy County Attorney

Printed Name

Date: _____

Clerk of Board

Date: _____

Name of Party

Show Low Police Department

By: _____
Signature

By: _____
Brad Provost
Interim Show Low Police Department Chief

Printed Name

Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Signature

Legal Council

Printed Name

Date: _____

Clerk of City Council

Date: _____

Name of Party

Snowflake/Taylor Police Department

By: _____
Signature

By: _____
Robert Martin
Snowflake/Taylor Police Department Chief

Printed Name

Date: _____

Mayor

Date: _____

Approved as to form:

Approved as to form:

Signature

Legal Council

Printed Name

Date: _____

Clerk of City Council

Date: _____

Name of Party

Pinetop/Lakeside Police Department

By: _____
Signature

By: _____

Dan Barnes
Pinetop-Lakeside Police Department Chief

Printed Name

Date: _____

Mayor

Date: _____

Approved as to form:

Approved as to form:

Signature

Legal Council

Printed Name

Date: _____

Clerk of City Council

Date: _____

Name of Party

**White Mountain Apache Tribal Police
Department**

By: _____
Signature

By: _____
Theodore Shaw
White Mountain Tribal Police Department Chief

Printed Name

Date: _____

Mayor

Date: _____

Approved as to form:

Approved as to form:

Signature

Legal Council

Printed Name

Date: _____

Clerk of City Council

Date: _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Sheriff's Office, Roscoe Herrera, Chief Deputy,

Date/Signature: August 9, 2021

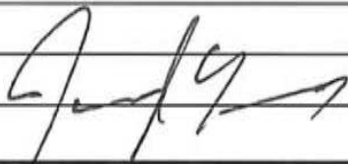
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to enter into an IGA with the Phoenix Police Department
To participate in the Arizona Internet Crimes Against Children task force and accept funding
In the amount of \$5000.00. No matching funds are required.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



City of Phoenix

August 27, 2020

Sheriff Joseph Dedman, Jr.
Apache County Sheriff's Office
PO Box 518
St. Johns, AZ 85936

Dear Sheriff Joseph Dedman, Jr.:

We are pleased to inform you the Arizona Internet Crimes Against Children (ICAC) Task Force sub-award funding request is approved in the amount of \$5,000 for the Apache County Sheriff's Office. You will be notified when additional funding opportunities for training and/or equipment purchases are available in the future.

During our application process, we had an overwhelming response from affiliates requesting funding. We are distributing as much funding as possible with the resources received.

Enclosed you will find two original Intergovernmental Agreements to be reviewed and approved by your organization. Please do not make any revisions to the agreement. Should you have any concerns with the content of the agreement, please contact Sergeant Michael Thorley at michael.thorley@phoenix.gov. Please return both agreements with original signatures, as photocopies will not be accepted. Signed agreements can be mailed to:


Sergeant Michael Thorley
Phoenix Police Department
2120 N Central Avenue, Suite 100
Phoenix, AZ 85004

IMPORTANT REMINDERS:

1. Sub-award funds must be used for directly-related costs, such as training, investigations, computer forensics, and public awareness in connection with Internet Crimes Against Children (ICAC).
2. Minor deviations from your sub-award requests are permissible if the final purchases are related to the ICAC requirements stated in Item #1.
3. This is a reimbursement program. As such, your agency must first purchase the equipment or training, and then submit receipts to Phoenix Police Department ICAC Contract Specialist Jessie Moller via email at jessie.webb@phoenix.gov.
4. In order to be eligible for reimbursement, all travel related to ICAC training must be conducted in accordance with the State of Arizona Travel Policy.
5. Monthly progress reports for your agency's activities related to ICAC investigations, training, and public awareness are **REQUIRED** and must be entered by your agency into the ICAC Data System website at www.icacdatasystem.com no later than the 10th day of the following month.

Sincerely,

JERI L. WILLIAMS
Police Chief



MATTHEW SIEKMANN
Commander
Family Investigations Bureau

Enclosure:
Intergovernmental Agreement (2)

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

Phoenix Police Department (Primary Grantee) /
Arizona ICAC Task Force Lead Agency

and

Apache County Sheriff's Office

THIS Intergovernmental Agreement ("IGA") is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and Apache County, Arizona, through the Apache County Sheriff's Office ("Affiliate Agency").

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force") Lead Agency, is the recipient of the United States Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant regarding Internet Crimes Against Children ("ICAC"). The Task Force utilizes the grant, and funding from the Arizona Attorney General's Office, for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as "Affiliate Agencies".

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency, on a reimbursable basis, through various funding sources.

1.4 Whereas the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the

development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to provide funding for the Affiliate Agency, on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.3 Additionally, this IGA defines the responsibilities of the Affiliate Agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors, or prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors, which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CyberTip referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations, and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating investigations; and
- (3) ICAC investigations shall also be governed by the national ICAC program's Standard Operating Procedures (Attachment A).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The Affiliate Agency agrees to use the guidelines in the ICAC Standard Operating Procedures (Attachment A) to prioritize cases.

3.9 An additional secondary role of the Affiliate Agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties. This IGA will remain in effect for three (3) years after the IGA

becomes effective, unless the agreement is terminated in writing by either party upon thirty (30) day notice.

4.2 Violation of the ICAC Standard Operating Procedures (Attachment A) is considered a material breach of this agreement and cause for cancellation of Affiliate Agency's affiliation with the Arizona ICAC Task Force. Upon discovering a violation and notifying the Affiliate Agency, the Primary Party may cancel the contract and rescind any funding under this agreement.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to, and including, termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this IGA to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Communication between state and local government agencies and federal immigration authorities; compliance. As required by 8 U.S.C. § 1373, each party hereby agrees that, notwithstanding any other provision of federal, state, or local law, it will not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, federal immigration authorities, including US Immigration and Customs Enforcement (ICE), US Customs and Border Protection (CBP), or US Citizenship and Immigration Services (USCIS), information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

5.4 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss,

expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this IGA.

Each party, in all instances, shall be indemnified against all liability, losses, and damages of any nature for, or on account of, any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this IGA by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.5 Binding effect. All terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.6 Severability. In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.7 Governing law. This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.8 Modification. This IGA may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished

to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense;
- (2) Promote respect for the law;
- (3) Provide just punishment for the offense;
- (4) Afford adequate deterrence to criminal conduct;
- (5) Protect the public from further crimes of the defendant; and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The Affiliate Agency will provide monthly reports to the Phoenix PD / ICAC Task Force in the prescribed format, no later than ten (10) days after the end of the preceding month. If statistics are not provided by the deadline, any funding will be suspended until the reporting requirement is met.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been, or will be, referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities, including screen names, age or sex of undercover personas, unless authorized and mandated by public record law, or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this IGA, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this IGA, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this IGA is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the IGA.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.8 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

6.9 Return of Proceeds of Sale or Auction. Affiliate agencies are prohibited from retaining the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA. In the event that an affiliate agency sells or auctions any equipment purchased with funding provided pursuant to this IGA, the affiliate agency shall return the proceeds from the sale or auction of equipment to the City of Phoenix. The City of Phoenix shall remit the proceeds returned to the original funding source. The City of Phoenix shall have the authority to audit the records of an affiliate agency as shall be deemed proper to ensure that the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA have been accounted for and returned pursuant to this section.

6.10 Affiliate Agency must abide by all federal, state, and local grant regulations.

IN WITNESS WHEREOF, the parties enter into this Agreement:

**City of Phoenix, Arizona
An Arizona Municipal Corporation
(Primary Grantee)**

**Apache County, Arizona
An Arizona Public Agency
(Affiliate)**

Jeri L. Williams
Police Chief
Phoenix Police Department

(Authorized Signature)

Printed Name, Title

Date

Date

ATTEST:

ATTEST:

City Clerk

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Acting City Attorney

County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above IGA on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

Apache County (Affiliate)

Sandra Hunter, Asst. Chief Counsel

Signature

Printed Name, Title

Date

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: _____

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

County Attorney: Discussion and possible approval to hire a Chief of Staff within the salary range.

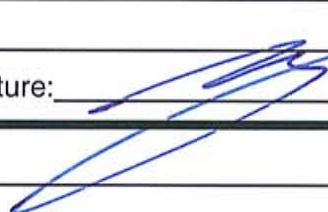
BOS Meeting Date Requested: August 16, 2021

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

 P-4-21

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 _____

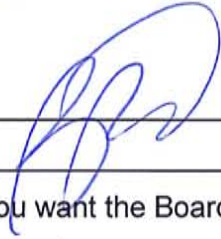
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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:

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 8/16/2021

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 _____