


Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

01/06/2020 10:29:19

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

Preston Raban, Director ACPHSD

Date/Signature: 11-17-20 

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

ACPHSD requests discussion and possible approval of the Professional Services Agreement with Larson Waste, INC for removal of our medical waste effective 11/06/2020. This was budgeted for FY20/21.

BOS Meeting Date Requested 12-1-20

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature 

Check if item does not require review \_\_\_\_\_

Finance Review: Approved. See Email

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_ x

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_

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

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## Kimberly Penrod

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**From:** Timothy Hinton  
**Sent:** Monday, November 16, 2020 3:01 PM  
**To:** Kimberly Penrod  
**Subject:** RE: Emailing: Apache County Public Health 110620 0933AM Service Agreemen, larson waste

Yes, it looks ok to me.

Timothy Hinton  
Apache County Finanace Director

-----Original Message-----

**From:** Kimberly Penrod <kpenrod@co.apache.az.us>  
**Sent:** Monday, November 16, 2020 2:46 PM  
**To:** Celeste Robertson <CRobertson@apachelaw.net>; Timothy Hinton <thinton@co.apache.az.us>  
**Cc:** Preston Raban <praban@co.apache.az.us>; Carla Walker <cwalker@co.apache.az.us>  
**Subject:** Emailing: Apache County Public Health 110620 0933AM Service Agreemen, larson waste

Celeste and Tim,

Please review the attached agenda item. Please send your approval to my attention by 11/23/2020. We would like to place this on the 12/01/2020 BOS agenda.

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

Apache County Public Health 110620 0933AM Service Agreemen larson waste

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**

Apache County Public Health

**AND**

**LARSON WASTE, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into as of 11/06/2020

Between: Apache County Public Health

hereinafter referred to as "Customer" and Larson Waste, Inc., hereinafter referred to as "Contractor".

Customer: Apache County Public Health

Company Rep.: C. Walker

Billing Address: PO Box 697

Service Address: 110 E 1st South

Billing City: St Johns

Service City: St Johns

Billing State: AZ

Service State: AZ

Billing Zip: 85936

Service Zip: 85936

Phone: 928-333-2415

Email: cwalker@co.apache.az.us

**Schedule of charges per container per pickup**

Biohazard Container: \$100.00

Sharps Containers:

Misc. Items: Pricing Determined at time of service

Small:

Medium:

Large:

(1) TERM. The term of this Agreement shall be for sixty (60) consecutive months from the effective date of service agreement, and shall be automatically renewed for sixty (60) additional consecutive months thereafter unless either party shall give written notice of termination (by Certified Mail) to the other party at least ninety (90) days but not more than one hundred twenty (120) days prior to the termination of the initial term or any renewal term.

(2) SERVICES RENDERED. Customer grants to the Contractor the exclusive right to collect and dispose of all "medical waste" materials defined as; bio-hazardous, bio-chemical, infectious or regulated medical waste as defined under federal, state, or local laws, rules, regulations and guidelines. Definitions of regulated medical waste, acceptable and non-acceptable waste, waste segregations and packaging, and management of non-conforming waste, hazardous waste and pharmaceuticals can be found in the attached Waste Acceptance Policy provided as a part of this service agreement. Contractor agrees to furnish such personnel and equipment in order to provide for the services specified above. In accordance with the Management of Non-Conforming Waste guidelines found in the attached Waste Acceptance Policy, any non-acceptable or non-conforming waste may, at the contractors discretion, require the Customer to remove and dispose of the non-conforming waste at the site, or to re-package or segregate the waste in a manner that makes it safe for handling and transportation. In the event that documented non-acceptable or non-conforming waste issues occur due to non-compliance of the Customer, and that cause additional and unexpected expenses for the Contractor, the Customer agrees to reimburse Contractor for any additional expenses incurred due to noncompliance by the Customer. Contractor shall transport all biohazardous waste and hazardous waste in a manner that complies with all safety protocols and procedures set forth by ADEQ, and shall dispose of said waste in a landfill or disposal site that has been certified by ADEQ to receive and dispose of said waste. Contractor shall require a manifest showing the chain of

custody of all medical waste materials removed and disposed of and shall provide a copy of the manifest to each entity within the chain of custody. All manifests shall be properly filled out and signed in accordance with ADEQ guidelines.

(3) CHARGES AND PAYMENT. Payment for services rendered shall be due and payable by the 15th of each month. Payments received after this date shall be subject to a late fee of 1.5% of any outstanding balance remaining unpaid after this date, with a minimum late fee of \$5.00. Accounts with balances 90 days past due are subject to having services suspended until account balance is paid in full. Accounts with balances 120 days past due are subject to termination of services and removal of Contractor owned equipment from customer owned locations.

(4) RATE ADJUSTMENTS. Quoted rates shall be guaranteed to remain unchanged for a period of 24 months from the effective date of this service agreement. Any future rate increases due to an increase in operating costs such as fuel, disposal fees, government fees, taxes or surcharges shall be capped at 3% per annum. Contractor may also increase the rate in any given year to match the Consumer Price Index increase when it exceeds 1.5% , also to be capped at 3% per annum, Contractor agrees that the total rate increase in any given year shall not exceed 3%. Contractor shall give written notice to the Customer 60 days prior to any rate increase.

(5) CHANGES. Any increase or decrease to service levels, frequency of pickups, sizes or numbers of containers shall be requested by letter or email from the Customer and shall follow the pricing schedules listed above. No changes in the pricing schedule or discounts shall be made due to either significant increase or decrease in service levels, frequency of pickups, or number of containers provided.

(6) DRIVEWAYS AND PARKING AREAS. Customer warrants that any right of way is sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface or any route reasonably necessary to perform the services herein contracted and Customer assumes all liabilities or damage to pavement or road service. Customer agrees to indemnify and hold harmless Contractor against all claims, damages, suits, penalties, fines, and liabilities for damages to driveways or parking areas that may occur in the normal course of performing the services outlined herein.

#### (7) EQUIPMENT.

(a) Responsibility. The equipment furnished hereunder by Contractor shall remain the property of Contractor ; however Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all lost, stolen or damaged equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons, or lost, stolen, or damaged property arising out of Customer's use, operation or possession of the equipment.

(b) Access. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick up cannot be made, Contractor will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access, however Contractor reserves the right to charge an additional fee for any delays or additional collection service required by Customer's failure to provide such access.

(c) Definition. The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste material including stationary compaction units, stationary baling units, waste material loading devices, tanks, tankers, and such other on-site devices as may be specified on the face of the Agreement.

(8) LIQUIDATED DAMAGES. If Customer attempts to cancel this Agreement without cause, in violation of Section (1) of this agreement, Customer agrees that the Contractor's actual damages would be difficult, if not impossible, to calculate. Therefore, Customer agrees that in such an event, it shall pay the Contractor an amount that is equal to the average monthly service fee (based on an average of the most recent 6 month period) multiplied by a factor of 12. A fax or digital signature of any party shall be considered to have the same binding legal effect as an original signature. If the terms of this Service Agreement are violated by either party, and a refusal to abide by the terms and conditions of this agreement related to compensatory relief resulting from said violation exist, each party shall agree to enter into a binding arbitration process prior to seeking further relief from the courts. Both parties agree that the full cost of the arbitration process shall be the responsibility of the party that is ruled against in the arbitration process.

(9) ATTORNEYS FEES. In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement. In the event Customer fails to pay Contractor all amounts which become due under the Agreement, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including to the extent permitted by law, reasonable attorneys' fees.

(10) ASSIGNMENT AND BENEFIT. This Agreement shall not be affected by any changes in the Customer's service address if such a new address is located within the Contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.

(11) EXCUSED PERFORMANCE. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get to container fires and acts of God and such failure shall not constitute a Default under this Agreement.

## WASTE ACCEPTANCE POLICY

### INTRODUCTION

Contractor policy requires compliance with all applicable regulations regarding the collection, transportation, and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the Customer of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling, and shipping documentation. To ensure that neither the Contractor nor the Customer of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation, and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation, and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative.

### REGULATED MEDICAL WASTE

Contractor accepts medical waste generated in a broad range of medical diagnostic, therapeutic and research activities. The term "medical waste" includes bio-hazardous, biochemical, infectious, or regulated medical waste as defined under federal, state, or local laws, rules, regulations, and guidelines. Materials excluded (not defined and classified as medical waste) are; hazardous waste and pharmaceuticals, waste containing mercury or other heavy metals, chemicals such as solvents, reagents, corrosives, ignitable materials, bulk liquids, chemotherapy waste, radioactive materials, fetus remains, or human torsos. These materials excluded as medical waste, are acceptable and may be handled and transported under the classification of hazardous materials and pharmaceuticals, as defined, and regulated by the Federal EPA.

### WASTE SEGREGATIONS AND PACKAGING

The Customer is solely responsible for properly segregating, packaging, and labeling of regulated medical waste. Proper segregation and packaging reduce the potential for accidental release of the contents and exposure to employees and the general public. All Contractor customers are provided with packaging instructions, which describe the packaging, maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to comply with the packaging requirements of 49 CFR173.197, which require that waste be packaged in a container that is: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; 6) puncture resistant for sharps and sharps with residual fluids; and 7) break-resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG II packaging requirements.

### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulations and company policy Contractor employees may refuse containers that are: non-conforming as to their contents, unacceptably or improperly packaged, leaking, damaged or likely to create risk of exposure to employees and/or the general public. Proper segregation and packaging are essential to compliant and safe handling and transportation of regulated medical waste.

## WASTE ACCEPTANCE POLICY CHECKLIST

The Arizona rules applicable to biohazardous medical waste are described in Arizona Administrative Code (A.A.C.) R18-13-1401 through 1420

### Materials Accepted as Medical Waste by Larson Waste, Inc.

Sharps

(Needles and syringes, scalpel blades, glass pipettes, slides, etc.)

Laboratory Wastes

(Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)

Contaminated Disposal Material, Equipment, and Instruments

(Includes but is not limited to blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)

Dialysis Tubing and filters  
(Dialyzers)  
Blood, Blood Products, Body Fluids

**Waste NOT Accepted as Medical Waste**

Trace-contaminated Chemotherapy Waste  
(Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in Federal and State standards)  
Pathological Waste  
(Human or animal body parts, organs, tissues, and surgical specimen (exclusive of formaldehyde or other preservative)  
Pharmaceutical Waste  
(Must be characterized and certified as non-RCRA hazardous material by generator.  
Additional packaging and protocols apply.)  
Chemicals  
(Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer developer, etc.)

**Waste NOT Accepted as Medical Waste**

Hazardous Waste  
(Drums or other containers with a hazard warning symbol, batteries, heavy metals, etc.)  
Radioactive Waste  
(Any containers with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials.)  
Complete Human Remains  
(Cadavers, complete torso, etc.)  
Bulk Chemotherapy Waste  
Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans  
Glass Thermometers, Sphygmomanometers, and other Medical Devices or Solutions Containing Mercury

Additional waste acceptance policies may apply based on state or permit specific requirements. Please refer to your local Larson Waste Representative for additional information. For additional information on container and labeling requirements, contact Larson Waste, Inc. Customer Service at 928-536-3398.

The following assignees, authorized to act on behalf of their respective organization, agree to abide by the terms and conditions of this service agreement for the duration of the agreement.

Contractor Signature: 

Printed Name: Garrett Larson

Title: CEO of Larson Waste

Date Signed: 11/06/2020

Customer Signature: 

Printed Name: C. Walker

Title:

Date Signed: 11/06/2020

# Arizona Department of Environmental Quality

## BIOHAZARDOUS MEDICAL WASTE TRANSPORTER LICENSE NO. TR050309.04

In accordance with Arizona Administrative Code Title 18, Chapter 13, Article 14

### Larson Waste, Inc.

License issued to:

*This License for Arizona Biohazardous Medical Waste Transporter is issued to the above named company or entity, and is to be used for transport of biohazardous medical waste in accordance with AAC R18-13-1401 et. seq. This License is deemed effective on the issue Date below, and expires on the Expiration Date below.*

*This License is granted based upon the information provided in the Application for Arizona Biohazardous Medical Waste Transporter Registration. This License does not relieve the registrant from the requirement to obtain permits and related vehicle inspections from the counties or local governments within which biohazardous medical waste will be transported. This License is not transferable from one company or entity to another.*

ISSUE DATE: June 19, 2020

EXPIRATION DATE: June 19, 2025

*Terry Baer*

Terry Baer, Manager  
Solid/Hazardous Waste Section  
Waste Programs Division

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

Beth

Do not stamp

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

Preston Raban, Director ACPHSD

Date/Signature: 11/18/2020




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

ACPHSD requests discussion and possible approval of the MOU with Mountain Park Health Center and Apache County WIC Program. This non-financial MOU sets forth the terms and agreement between the MPHC and Partnering WIC Agency, to clearly identify the roles and responsibilities of each party as they relate to the Breastfeeding Peer Counseling Special Project services requirement set forth by ADHS.

BOS Meeting Date Requested 12/01/2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Check if item does not require review

Finance Review:

Signature

Check if item does not require review x

Human Resources Review:

Signature

Check if item does not require review x

Other Review:

Signature

Check if item does not require review

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

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**MOUNTAIN PARK HEALTH CENTER**

**and**

**APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT - APACHE COUNTY  
WIC PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into between Mountain Park Health Center WIC Program (hereafter “MPHC”) and Apache County Public Health Services District - Apache County WIC Program (hereafter the “Partnering WIC Agency”) and together referred to as the “Parties”.

## **Background**

1. The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling (BFPC) Program for the State of Arizona. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. Subsequently, a program was developed based upon recommendations from the USDA for a training and technical assistance project to be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona uses, and will continue to use, a USDA recommended program to guide and develop the state peer counseling program.
2. MPHC operates The Special Supplemental Nutrition Program for WIC (the “MPHC WIC Program”), and a Breastfeeding Peer Counseling (BFPC) Program on behalf of ADHS. Combining peer counseling with the ongoing breastfeeding promotion efforts in WIC has the potential to significantly impact breastfeeding rates among WIC participants, and, most significantly, increase the harder-to-achieve breastfeeding duration rates. The discretionary peer counseling services are considered an enhanced support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.
3. As part of its agreement with ADHS, MPHC has also been assigned and awarded a Breastfeeding Peer Counseling Special Project (BFPC Special Project) to provide BFPC services to various agencies, such as Partnering WIC Agency.

4. In the performance of its agreement with ADHS, MPHC employs qualified staff to operate the MPHC BFPC Program including Breastfeeding Peer Counselors, a Breastfeeding Peer Counselor Supervisor, and a WIC Director.

## **Purpose**

1. This non-financial MOU sets forth the terms and agreement between the MPHC and Partnering WIC Agency, to clearly identify the roles and responsibilities of each party as they relate to the BFPC Special Project services requirement set forth by ADHS.
2. MPHC and Partnering WIC Agency shall begin a partnership, the goal of which is to improve breastfeeding initiation and duration rates amongst BFPC participants.

## **I. MPHC's Responsibilities**

1. MPHC shall coordinate with Partnering WIC Agency to assist Partnering WIC Agency in providing breastfeeding peer counseling services within the Partnering WIC Agency location.
2. MPHC shall assist Partnering WIC Agency by:
  - a. Accepting referrals generated from the Partnering WIC Agency; and
  - b. Performing all the work required to administer and provide additional breastfeeding support services to eligible BFPC participants referred by Partnering WIC Agency; and
  - c. Following the USDA recommended best practice guidelines for BFPC services in order to increase the breastfeeding initiation and duration rates.
3. MPHC shall employ and provide at least one (1) Breastfeeding Peer Counselor, who will report to the MPHC Breastfeeding Peer Counselor Supervisor and/or WIC Director.
4. MPHC will be responsible for adhering to the terms and conditions required of it to perform pursuant to its agreement with ADHS relating to any WIC services, as well as all applicable BFPC policies as outlined in Chapter 19 of the Arizona WIC Policy and Procedure Manual ("Chapter 19 of the WIC Manual").
5. MPHC Breastfeeding Peer Counselor(s) shall perform services only within their scope of practice. These BFPC Counselors will be trained to identify situations that are outside of their scope of practice, which will allow them to appropriately and accordingly refer participants to designated WIC personnel in a timely manner as needed (see Appendix E of Chapter 19 of the WIC Manual: Peer Counselor Program – When to Yield).
  - a. MPHC Peer Counselor Job Parameters include, but are not limited to:
    - i. Availability to support participants outside usual clinic hours;

- ii. The peer counselor shall follow the general contact protocol for each participating woman on at least a monthly contact basis; and
  - iii. Virtual prenatal/breastfeeding classes/support groups.
6. MPHIC shall conduct meetings with Partnering WIC Agency on at least a quarterly basis to discuss status and progress, and work toward continuous quality improvement of the BFPC Program.
7. MPHIC shall submit quarterly reports to ADHS for the BFPC Peer Counseling Program within 15 days after each quarter of every year MPHIC is contracted with ADHS.

## **II. Partnering WIC Agency's Responsibilities**

1. Partnering WIC Agency shall coordinate with MPHIC to provide breastfeeding peer counseling services as described in this MOU at Partnering WIC Agency.
2. Partnering WIC Agency will be responsible for adhering to the terms and conditions required of it to perform pursuant to its agreement with ADHS relating to any BFPC services, as well as all applicable BFPC policies as outlined in Chapter 19 of the WIC Manual.
3. Solely for purposes of performing services under this MOU, Partnering WIC Agency expressly authorizes ADHS to allow MPHIC to securely access Partnering WIC Agency's Health and Nutrition Delivery System (HANDS) data.
  - a. Partnering WIC Agency shall coordinate access of appropriate HANDS data with designated MPHIC staff and provide appropriate HANDS login access, if necessary;
  - b. Partnering WIC Agency shall provide any additional authorization to ADHS regarding MPHIC's authorization to HANDS data as may be required.
4. Partnering WIC Agency shall promote and offer BFPC Program services to all eligible WIC participants.
  - a. At a minimum, services are to be offered to eligible WIC participants, at each Certification; and
  - b. If the WIC participant agrees to participate in the BFPC Program, Partnering WIC Agency shall: (i) complete the "Referral to Peer Counselor" form, (ii) scan it into the HANDS system, (iii) document in the Tool, Goal(s), Information and Follow-up (TGIF) note, and (iv) send a **secure** email to the designated MPHIC staff notifying MPHIC of the referral.
5. Partnering WIC Agency shall determine a point liaison who will receive referrals from the peer counselor when presented with a situation outside of their scope of practice, including but not limited to, developing a support referral system for peer counselors with

community Lactation Consultants, including International Board-Certified Lactation Consultants (IBCLCs).

6. Partnering WIC Agency will collaborate with ADHS to provide the USDA recommended Peer Counseling training to its WIC staff.
7. Partnering WIC Agency shall attend quarterly meetings with MPHC, and other participating agencies, to communicate, collaborate and work toward continuous quality improvement of the BFPC Program.
  - a. Partnering WIC Agency shall provide MPHC with, and or submit to ADHS, any information and/or data necessary for MPHC to submit required reports to ADHS, as required per the BFPC Program.
  - b. Partnering WIC Agency shall collaborate with the MPHC liaison to report any concerns, and to regularly communicate progress of the services being provided.

### **III. Joint Representations**

The parties represent and warrant the following:

1. All clinicians employed or contracted by MPHC and Partnering WIC Agency who furnish services to individuals under this MOU will: (i) be duly licensed, certified, and/or otherwise qualified to provide services in the State of Arizona; and (ii) furnish services in accordance with all relevant federal, state, and local laws and regulations, including, but not limited to, non-discrimination laws.
2. Each party and its clinicians providing services hereunder are covered by a professional liability insurance policy or a self-insurance program (malpractice, errors, and omissions) that provides sufficient coverage against professional liabilities that may arise from acts or omissions in connection with or related to the services furnished pursuant to this MOU.
3. Each party is solely and exclusively liable for services it furnishes to individuals in connection with any WIC program, including but not limited to the BFPC Program; MPHC shall not assume any liability associated with Partnering WIC Agency's provision of any services provided to any individual, and Partnering WIC Agency shall not assume any liability associated with MPHC's provision of any services by MPHC to any individual.
4. All health and health-related professionals employed by or under contract with either party retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer participants to any and all providers who best meet the medical needs of such patients.
5. All parties acknowledge that all participants have the freedom to choose (and/or request referral to) any provider of services, and MPHC and Partnering WIC Agency will advise participants of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.

6. This MOU is neither a fiscal nor a funds obligation document nor is either party granting rights to the other with respect to intellectual property. The Parties acknowledge and agree that they have freely negotiated the terms of this MOU and that neither Party has offered or received any inducement or other consideration in exchange for entering into this MOU. Nothing in this MOU requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly), for the referral of individuals or business to either Party by the other Party. The Parties further acknowledge that no monetary compensation shall be exchanged under this MOU and there shall be no charge for the use of the space or equipment, or participation by either Party's personnel pursuant to this MOU. Except as provided herein, the provisions of this Section shall not prohibit Collaborator from obtaining compensation for care provided at any of Collaborator's clinics, consistent with its normal business practices.
  - a. Should there be any occurrence, endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU, at any time, it will be handled in accordance with applicable laws, regulations and procedures. Such occurrences will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. Each party shall be fiscally responsible for their own portion of work performed under this MOU.
7. The parties retain the authority to contract with other providers. This MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations and individuals.

#### **IV. Use of Information**

The Parties will comply with all laws and regulations governing the privacy and security of health information, including without limitation the Health Insurance Portability and Accountability Act, as amended and applicable regulations promulgated thereunder ("HIPAA"). Both parties will treat as confidential all information it may receive regarding diagnosis, history or treatment that allows unique identification of an individual ("Protected Health Information"), in accordance with 45 CFR § 164. To the extent required by applicable law, the Parties will implement and maintain such privacy and security safeguards as are necessary to ensure that Protected Health Information is adequately protected from unauthorized access, and that any disclosure of such information is compliant with applicable HIPAA requirements. Both parties shall ensure that all services provided hereunder are performed in accordance with appropriate patient consents, where applicable, and all applicable laws, including without limitation, HIPAA.

#### **V. Indemnification**

Each Party shall indemnify and hold the other Party harmless from any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from a breach by such Party, or its subcontractors, of its obligations under this MOU or state law.

#### **VI. Regulatory Restrictions**

Each Party shall warrant that it is not currently listed by a state or federal agency as excluded or otherwise ineligible for participation in any state or federal health care program. Each Party agrees that it will not employ, contract with, or otherwise use the services of any individual whom it knows or should have known, after reasonable inquiry:

- has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicaid, Medicare and all other state or federal health care programs after being excluded because of the conviction), or
- is currently listed by a state or federal agency as excluded, debarred, or otherwise ineligible for participation in any state or federal health care program and further agrees that it will immediately notify the other in the event that it, or any person in its employ, has been excluded, debarred, or has otherwise become ineligible for participation in any state or federal health care program. Each Party agrees to continue to make reasonable inquiry regarding the status of its employees and independent contractors on a regular basis.

## **VII. Retention and Inspection of Records**

The parties shall retain all data and other records ("records") relating to this MOU for a period of three (3) years after the completion of each annual contract year. All records shall be subject to inspection and audit by ADHS at reasonable times. The parties shall provide ADHS the right of access to its facilities, servers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this MOU.

## **VIII. Non-Discrimination**

The Parties shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## **IX. Term and Termination**

The term of this MOU shall commence on October 1, 2020 and continue through September 30, 2021, ("Initial Term") unless terminated at an earlier date in accordance with this Section. This MOU will automatically renew for four (4) additional one (1) year terms unless written notice of intent not to renew is provided by one party to the other party no less than thirty (30) days prior to the expiration of the then current MOU.

1. This MOU may be terminated, in whole or in part, at any time upon the mutual agreement of MPHIC and Partnering WIC Agency.
2. Either MPHIC or Partnering WIC Agency may terminate this MOU without cause upon thirty (30) days prior written notice to the other party.

3. This MOU may be terminated for cause upon written notice by either MPHC or Partnering WIC Agency. "Cause" shall include, but is not limited to: (i) a material breach of any term of this MOU, subject to a thirty (30) day opportunity to cure; (ii) any material change in the financial condition of either party that reasonably indicates that such party will be unable to fulfill its obligations pursuant to this MOU; (iii) the loss of required insurance by either party; (iv) either party's loss, revocation, or suspension of any license or other authorization to do business; (v) exclusion or suspension of either party from participation in federal and/or state health care programs; and (vi) the good faith determination by MPHC that the health, welfare, and/or safety of patients receiving care from Partnering WIC Agency is jeopardized by the continuation of this MOU.

#### **X. Amendment or Modifications**

No amendment or modifications to this MOU, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by the Parties.

#### **XI. Arizona Law**

The law of Arizona applies to this MOU including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

#### **XII. Relationship of Parties**

The parties under this MOU are independent contractors. Neither party to this MOU shall be deemed to be the employee or agent of the other party to the MOU.

#### **XIII. Severability**

The Provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU.

#### **XIV. Dispute Resolution**

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If no resolution can be reached after thirty (30) days, either party may immediately terminate this MOU.

#### **XV. Entire Agreement**

This MOU constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. This MOU may be modified only by a written instrument executed by both parties.

## **XVI. Headings**

Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

## **XVII. Notices**

All notices must be in writing and effected by personal delivery, or by an overnight courier which provides receipts, or regular first-class mail, postage prepaid and properly addressed to the Parties at the following addresses or such other addresses as the Parties may designate in writing from time to time:

MPHC:

Attn: Legal Department  
Mountain Park Health Center  
3003 N. Central Ave., Suite 1600  
Phoenix, AZ 85012  
[legal@mphc-az.org](mailto:legal@mphc-az.org)

with a copy to: Leticia Graham, Program Administrator (WIC), [lgraham@mphc-az.org](mailto:lgraham@mphc-az.org)

Partnering WIC Agency:

Rochelle Hubbell-Spencer  
Apache County WIC Program  
75 W. Cleveland Street, 2<sup>nd</sup> Floor  
PO Box 697  
St. Johns, AZ 85936  
[rhubbell@co.apache.az.us](mailto:rhubbell@co.apache.az.us)

## **XVIII. Attachments and Reference Documents**

1. Arizona WIC Program Policies and Procedures Manual: Refer to [http://azdhs.gov/azwic/local\\_agencies\\_policyManual.htm](http://azdhs.gov/azwic/local_agencies_policyManual.htm)
2. Guidance for Federal Grant Award Management (Blue Book): <https://www.azdhs.gov/documents/prevention/womens-childrens-health/childrenshealth/homevisiting/guidance-for-federal-grant-award-management.pdf>
3. State of Arizona Accounting Manual (SAAM): <https://gao.az.gov/publications/SAAM/>

**SIGNATURE PAGE TO FOLLOW**

**Mountain Park Health Center**

**Apache County Public Health Services  
District - Apache County WIC Program**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: Sue An Stradling-Collins 10-28-2020

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

**Notification of the retirement of Library Specialist II, Julie Wilkins, and recognition of her 25+ years of service.**

BOS Meeting Date Requested: **November 10, 2020**

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

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Finance Review: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

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Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

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Other Review: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

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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)

On behalf of Barry Williams, School Superintendent

Date/Signature: Jim Hodven 11/4/2020

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

Recognition of R. Barry Williams' service as Apache County School Superintendent for two terms, ending December 31, 2020.

BOS Meeting Date Requested 12/1/2020

PRE-AGENDA ITEM REVIEW

Legal Review: NA

Signature \_\_\_\_\_

Finance Review: NA

Signature \_\_\_\_\_

Human Resources Review: NA

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



**PLEASE JOIN US FOR**

**BARRY WILLIAMS'**

**RETIREMENT CELEBRATION**

Thursday, December 3<sup>rd</sup>, 2020  
Anytime between 11 am – 1 pm

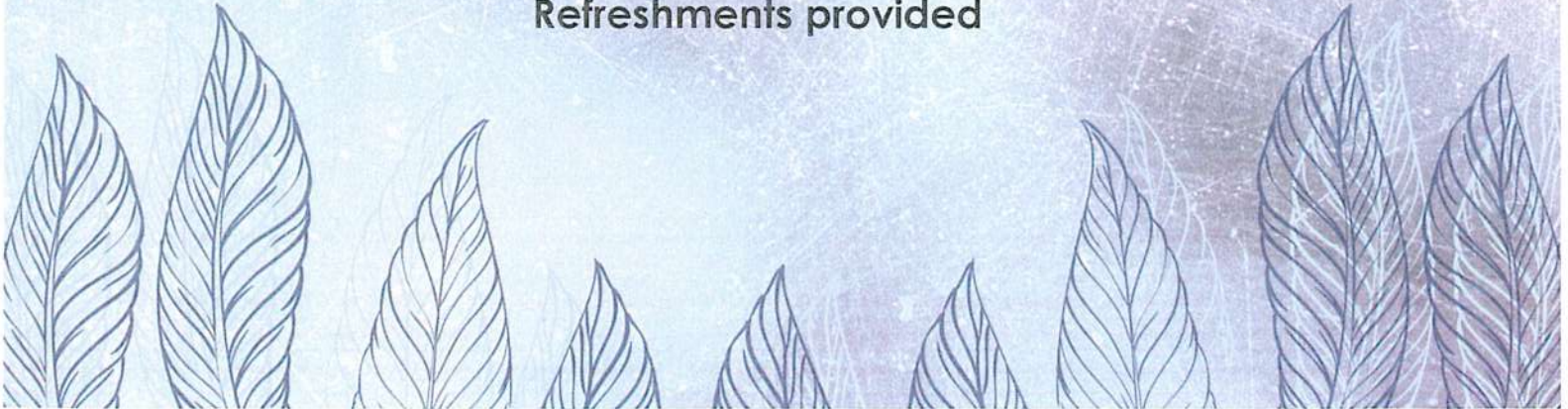
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Apache County Superintendent of Schools  
75 North 1<sup>st</sup> West  
St. Johns

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**Come visit with Barry and wish him a joyous retirement.**

**Refreshments provided**





Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	106.33
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ABS OILFIELD SUPPLY INC	48,037.50
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ALLEGRA	533.54
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ALSCO INC	354.32
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	3,501.25
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	AMERICAN FIRE EQUIPMENT SALES & SERVICE	815.06
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	APACHE COUNTY	255.98
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ASPEN TIRE & OIL	378.31
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ASSOCIATION OF EDUCATIONAL SERVICE AGENCIES	199.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	LUCINDA L ATTAKAI	545.32
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	13,878.27
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	AZ SECRETARY OF STATE	43.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	AZ STATE GOVERNMENT	9,596.80
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	AZLGEBT	337,230.01
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BASHAS' CORPORATE OFFICE	121.63
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	1,427.31
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	SARAH MAE BEGAY	135.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BEST BUY FOR BUSINESS	309.73
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	103.93
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BLUE KNIGHT SECURITY LLC	2,625.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BOB BARKER COMPANY INC	1,647.51
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	SHANE LEO BODIE	72.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	GLORIA BOWMAN	21.19
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BRIDES AUTO CENTER	684.95
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BRUCKNER TRUCK SALES INC	34,056.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	MEGAN L BRYAN	132.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	292.70
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CDW GOVERNMENT LLC	176.94
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CEDAR GROVE WATER CO	71.04
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CELLULAR ONE NE AZ	116.04
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ELIZABETH RAE CERVERA	48.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CMS COMMUNICATIONS INC	255.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CNS BUSINESS FORMS INC	3,219.55
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	COLLABORATIVE SUMMER LIBRARY PROGRAM	289.70

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	45.56
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CONTRACT PHARMACY SERVICES INC	9,653.96
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	268.65
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FERRIN CROSBY	321.92
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ROGER STUART CURTIS	162.74
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DELL COMPUTER CORPORATION	5,280.15
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DESERT MOUNTAIN CORPORATION	17,050.49
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DIRECTV LLC	174.81
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DISCOUNT TIRE	1,184.97
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DISH NETWORK	125.49
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DITTYS PIZZA AND PIE	155.57
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BEN DUGDALE	52.79
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	1,291.58
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	EMPIRE MACHINERY	6,958.92
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ENVIRONMENTAL TECHNOLOGY INC	38,949.61
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	46.42
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FERRELLGAS	568.63
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FLAG TEE FACTORY	93.74
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FLEET PRIDE	3,056.86
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	223.45
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FRONTIER	808.17
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FRONTIER	168.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FUTURE TIRE	2,580.31
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	FX TACTICAL LLC	2,388.14
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	GALL'S INC	325.42
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	GALLUP LUMBER & SUPPLY	30.32
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	GENES FRAME & ALIGNMENT INC	416.76
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	GRAINGER	98.69
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DARYL GREER	491.10
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	YVETTE L GREER	121.51
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	TIMOTHY JAMES HARRIS JR	7.08
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	HEALTHEQUITY INC	406.60
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	HILL AZ GROCERY STORE	27.30
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	HOME DEPOT	774.81
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	INGRAM LIBRARY SERVICES	151.24
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	440.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	JCG TECHNOLOGIES INC	567.27
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	JOURNEYWORKS PUBLISHING	132.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	149.31
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	WALTER SCOTT KING	239.12
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	TOMMY KIRK	36.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	KONICA MINOLTA	580.43
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	LAWSON PRODUCTS INC	935.91
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	84.75
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	3.82
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	LN CURTIS & SONS	720.36
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	LOWES COMPANIES INC	362.95
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ANNE T MACGREGOR	64.31
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	STEPHANIE MCCARTHY	300.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DIANA M MORGAN	60.38
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NAPA	1,150.34
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NATIONAL BANK	11,732.86
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	26.70
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	623.06
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NATIONAL SHERIFFS' ASSOCIATION	135.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	515.73
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	9.17
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	223.82
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NAVAJO SANITATION INC	302.70
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NAVAJO WESTERNERS	47.47
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,624.34
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	OCLC INC	82.25
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ORIENTAL TRADING COMPANY	29.44
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ORKIN PEST CONTROL	560.74
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	MARY ELLEN D OTERO	31.06
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	173.98
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	DOUGLAS LANCE PEARCE	491.01
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	QUILL CORP	2,978.93
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	R&S NORTHEAST LLC	25.99
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	RELIABLE BACKGROUND SCREENING	2,382.75
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	RHINEHART OIL CO	1,702.50
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	CAROL A ROBERTS	42.83

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	JOHN MICHAEL ROBERTSON	300.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	RODE INN	103.28
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ANGELA C ROMERO	92.74
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	RUSH TRUCK CENTER	3,500.01
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	S R ROBERTS INC	960.01
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	SAFETY KLEEN	583.92
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	3,174.37
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	SEM APPLICATIONS INC	126.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	114.94
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ALTON JOE SHEPHERD	449.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	KELI ANN SINE-SHIELDS	240.37
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	SPARKLETT'S WATER	6.33
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ST JOHNS EMERGENCY SERVICES	2,340.32
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	218.50
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	STAPLES CREDIT PLAN	1,143.92
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	647.92
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	THE POUR STATION	247.50
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	W JEFFORY UDALL	43.62
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	ULINE INC	2,591.90
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	UNIFIRST CORPORATION	65.43
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	VALLEY AUTO PARTS	2,375.70
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	VALLEY IMAGING SOLUTIONS	29.47
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	VERIZON WIRELESS	5,667.16
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	VICTORY SUPPLY LLC	2,945.70
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	WHITE MOUNTAIN FOOT & ANKLE CARE CENTER	60.30
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	24.42
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	28.29
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,690.91
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	WILLIAMS SCOTSMAN INC (WILLSCOT)	1,409.77
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	WOODLAND BUILDING CENTER	1,796.46
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	WRIGHT EXPRESS FSC	2,278.39
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	YAZZIE'S AUTO PARTS INC	3,097.96
Open	NBAZ - Warrant Clearing Account	11/03/2020	Accounts Payable	IVAN D ZHELEV	239.88
Open	NBAZ - Warrant Clearing Account	11/05/2020	Accounts Payable	PAULA MARIE BILLY	162.00
Open	NBAZ - Warrant Clearing Account	11/05/2020	Accounts Payable	CLIA LABORATORY PROGRAM	180.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/05/2020	Accounts Payable	SUBWAY - GALLUP	136.43
Open	NBAZ - Warrant Clearing Account	11/05/2020	Accounts Payable	LEVERIL GRAY	337.00
Open	NBAZ - Warrant Clearing Account	11/05/2020	Accounts Payable	KING SOOPERS	136.21
Open	NBAZ - Warrant Clearing Account	11/05/2020	Accounts Payable	PATRICK J SANDOVAL	337.00
Open	NBAZ - Warrant Clearing Account	11/05/2020	Accounts Payable	DERRICK YAZZIE	337.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	529.06
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	APACHE COUNTY FSA	933.11
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	APACHE COUNTY HSA	4,490.24
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	APACHE COUNTY MEDICAL	164,085.41
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	139,265.50
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	APACHE COUNTY TREASURER	267.10
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ASRS LEGACY EORP	5,877.24
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	AZ STATE RETIREMENT SYSTEM	108,545.16
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,509.76
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CORP DISABILITY	65.62
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,793.47
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,242.26
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NATIONWIDE	2,991.81
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NATIONWIDE TRUST FSB	3,372.83
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,224.20
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PUBLIC SAFETY SHERIFF RET	36,269.08
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,559.39
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	A-1 GLASS AND MIRROR INC	337.91
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	AAA OR NORTHERN CALIFORNIA, NEVADA & UTAH	16.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ALERTUS TECHNOLOGIES LLC	2,115.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ALLIANCE EVALUATION SERVICES LLC	2,845.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BRENDAN KEITH ALLRED	75.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ALPINE WATER AND SANITARY	89.83

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ALSCO INC	440.06
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	4,349.40
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	AMERICAN TRAINING VIDEOS MIN	619.99
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	AMIGO CHEVROLET	972.55
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CHARLI A ANDERSON	267.38
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	APACHE COUNTY	48.44
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	APACHE COUNTY TREASURER	189.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	2,963.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ASHTONS REPAIR INC	966.77
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,718.41
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	AZ SUPREME COURT	147.20
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	B & H PHOTO VIDEO PRO AUDIO	4,789.45
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BASHAS' CORPORATE OFFICE	45.23
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	961.38
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SARAH MAE BEGAY	175.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	272.80
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PAULA MARIE BILLY	60.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BLUE 360 MEDIA LLC	314.65
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	770.65
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BLUE KNIGHT SECURITY LLC	2,325.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BOOT BARN	737.03
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	GLORIA BOWMAN	542.29
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BRIDES AUTO CENTER	76.95
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	104.83
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CELLULAR ONE NE AZ	179.76
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CENTRAL ARIZONA SUPPLY	216.12
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CENTRAL RESTAURANT PRODUCTS	2,593.83
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CONTINUANT INC	1,178.20
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	59.85
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CREATIVE DESIGN	216.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SUEANNE K CZARNYSZKA	57.55
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	DAVIS TRUE VALUE HARDWARE	14.38
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	DEMCO	351.43
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	DISH NETWORK	78.50

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	DISH NETWORK	106.14
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	DITTY'S PIZZA AND PIE	57.73
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ROXANNE M DRYE	757.85
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	EMPIRE MACHINERY	58,867.73
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	EXCEL HOSE LLC	78.82
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	FERRELLGAS	419.10
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	257.97
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	FRONTIER	228.61
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	FRONTIER	1,857.84
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	FRONTIER	80.26
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	GALL'S INC	246.17
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	JOHANNA K GONZALEZ	557.90
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	DARYL GREER	66.29
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	JOHN ROY HARRIS	216.36
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	HATCH TOYOTA	87.32
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	KLINT HEAP	1,315.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	HILL AZ GROCERY STORE	309.78
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	HILLYARD/FLAGSTAFF	940.10
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	HP2 INC	2,068.79
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	IAN BRIMHALL PC	123.21
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	INGRAM LIBRARY SERVICES	1,546.11
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	JCG TECHNOLOGIES INC	2,836.32
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	JOHNSON APPRAISAL GROUP PLLC	612.30
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	JURY SYSTEMS INCORPORATED	1,034.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	TOMMY KIRK	228.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	KONICA MINOLTA	130.02
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	LANGUAGE LINE SERVICES INC	24.42
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	LARSON WASTE INC	139.95
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	MICHAEL LATHAM	676.51
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	LAWSON PRODUCTS INC	295.70
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	LIGHT HOUSE OF ARIZONA	97.41
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	LINGO	114.80
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	LIVCO WATER & SEWER COMPANY	24.85
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	MCKESSON MEDICAL SURGICAL	340.40
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	MELISSA MEEKS	45.25
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	MISSION UNIFORM & LINEN	73.03

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	DIANA M MORGAN	238.05
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	MOUNTAIN LEGAL PLLC	408.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NAPA	497.62
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NATIONAL BUSINESS FURNITURE	5,928.24
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	5,774.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	215.18
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	239.88
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NAVAJO WESTERNERS	206.20
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,316.04
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	208.46
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	OFFICE DEPOT	199.75
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	MARY ELLEN D OTERO	31.06
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	OVERDRIVE INC	910.16
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	43.74
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PENWORTHY COMPANY	206.63
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PERFECT PRINTZ LLC	229.79
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	RANDOLPH PLATT DDS	532.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PREMIER DRY CLEANING	10.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PREMIUM PROPANE LLC	456.17
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PREVENT CHILD ABUSE ARIZONA	150.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PRO PETROLEUM	11,536.44
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	400.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	375.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	QUALITY READY MIX INC	175.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	QUILL CORP	1,785.14
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	RALLY GEAR LLC	2,722.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	RHINEHART OIL CO	10,691.76
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	RODE INN	206.55
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	RUSH TRUCK CENTER	194.94
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SAFELITE AUTO GLASS	1,365.58
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SAFEWAY INC	126.70
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	JASMIN SANCHEZ	796.48
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	LAURENCE SCHIFF	1,800.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	JOHN SCRUGGS	21.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	1,385.88
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SIERRA PROPANE	156.57

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	VALERIE SIMPSON	800.18
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SONORA QUEST LABORATORIES	289.96
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SOUTHERN TIRE MART LLC	8,053.88
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SPECIAL EDITIONS PUBLISHING	9,500.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ST JOHNS CITY	767.20
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ST JOHNS SUBWAY	246.52
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	30.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SUNSTATE TECHNOLOGY GROUP	299.60
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SWDC BUSINESS DEVELOPMENT LLC	2,813.40
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	TEN COW COMPANY INC	71.59
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	THE POUR STATION	105.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	TOWN OF EAGAR	236.33
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.55
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	TRINITY SERVICES GROUP INC	19,902.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	U LINE INC	7,585.46
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	UNIFIRST CORPORATION	84.66
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	VALLEY AUTO PARTS	2,426.83
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	252.80
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	VERITAS RESEARCH CONSULTING	3,500.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	VERIZON WIRELESS	241.81
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	652.61
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	WALMART COMMUNITY	128.63
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	CHERYL ANN WARD	64.28
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	WHITE MOUNTAIN AMBULANCE SERVICE INC	2.22
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	45.18
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	SAMUEL A WOOD	82.00
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	WOODLAND BUILDING CENTER	1,423.02
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	YAZZIE'S AUTO PARTS INC	936.93
Open	NBAZ - Warrant Clearing Account	11/10/2020	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	484.81
Open	NBAZ - Warrant Clearing Account	11/12/2020	Accounts Payable	ESTATE OF GORDON CHALMERS	230.00
Open	NBAZ - Warrant Clearing Account	11/12/2020	Accounts Payable	JEREL THOMAS	237.41
Open	NBAZ - Warrant Clearing Account	11/12/2020	Accounts Payable	YELTON AND ASSOCIATES	5,000.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	53.18
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	REDW LLC	12,945.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	24 HOUR GAS-N-GO	12.36
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	4 RIVERS EQUIPMENT LLC	450.41

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	4IMPRINT	773.29
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	A-1 GLASS AND MIRROR INC	608.59
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ALL SHADE WINDOW TINTING	11,834.68
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ALLEGRA	964.83
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ALPINE WATER AND SANITARY	71.62
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,235.85
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	AMERIGAS - GALLUP	370.25
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ANDA INC	170.20
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	APACHE COUNTY BOS - SPIN # 14-3016753	52,200.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ARIZONA BOILER INSPECTORS	3,225.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ASHTONS REPAIR INC	376.14
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ASPEN TIRE & OIL	854.61
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	AT&T MOBILITY	393.24
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	AZ COUNTIES INSURANCE POOL	2,500.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,025.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	AZ DEPT OF REVENUE	2,862.48
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	AZ SUPREME COURT	1,537.52
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	AZLGEBT	333,586.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BASHAS' CORPORATE OFFICE	187.09
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	660.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	808.33
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	MALENA GENEVIEVE BAZURTO	118.82
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SARAH MAE BEGAY	360.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BEST WESTERN PLUS THE FOUR CORNERS INN -FARMINGTON	206.82
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BI INC	487.77
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	230.68
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BLUE KNIGHT SECURITY LLC	2,225.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	DEVIN BROWN	24.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BUNGER STEEL INC	538.09
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	BURNHAM MORTUARY	448.78
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ELIZABETH A CASTILLO	301.46
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	CELLULAR ONE NE AZ	517.53
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	283.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SANDRA CISNEROS	270.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	312.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEVILLE WEST	158.84
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,340.97
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	442.16
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	DISH NETWORK	1,979.42
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	DISH NETWORK	147.38
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	DISH NETWORK	1,129.41
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	EATON SALES & SERVICE	92,065.72
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ELEVATION HEALTH SERVICES LLC	2,360.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	65.39
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FIRE CAM LLC	12,831.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FLEET PRIDE	1,319.75
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FOUR CORNERS CLEAN LLC	1,960.47
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	GABRIEL FREELAND	132.51
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	123.31
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	161.30
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	173.52
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	127.94
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	172.74
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	178.41
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	114.51
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	185.33
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	172.15
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	196.44
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	210.70
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	1,308.13
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	FRONTIER	421.38
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	GALL'S INC	933.71
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	GALL'S INC	623.97
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	GALLUP WATER WORKS	33.97
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	GALLUP WATER WORKS	419.96
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	GOLIGHTLY TIRE	271.61
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	DARYL GREER	200.80
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	HEALTHEQUITY INC	77.20
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	HEALTHEQUITY INC	
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ROBERT JAMES HIGGINS	

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	HILL AZ GROCERY STORE	22.63
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	HILL AZ GROCERY STORE	167.63
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	HOLIDAY INN - CANYON DE CHELLY	1,037.25
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	400.48
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	IAN BRIMHALL PC	4,004.33
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	INGRAM LIBRARY SERVICES	5,118.64
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	TOMMY KIRK	60.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	KONICA MINOLTA	154.24
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	MICHAEL LATHAM	132.85
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	STEWART J LEWIS SR	17.34
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	LIGHT HOUSE OF ARIZONA	539.64
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	REBECCA JOANNE LUNT	390.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	MCKESSON MEDICAL SURGICAL	721.52
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	MOORE LAW PLLC	1,528.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	N-PROCESS COUNSELING & ASSESSMENT	3,000.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	339.20
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	NAVAJO SANITATION INC	223.82
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,946.45
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	NAVAJO WESTERNERS	201.51
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	NAVALAND INN AND SUITES	91.19
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	8,771.03
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	NOEL'S INC	856.41
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	882.50
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ANDREW L OROMA	72.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	KORYNN ADELL ORSAK	1,350.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	MARY ELLEN D OTERO	34.50
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	RYAN N PATTERSON	336.84
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	PEACEMAKER TECHNOLOGIES LLC	12,380.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	HOLLEE PENROD SIMPSON	405.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	PERFECT PRINTZ LLC	205.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	514.50
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	PHARMICHEM INC	28.55
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	PIMA COUNTY MEDICAL	12,400.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	400.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	PUBLIC SAFETY CENTER INC	2,683.79

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	QUILL CORP	2,444.93
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	R&G VENT CLEANING SERVICES	700.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	R&S NORTHEAST LLC	18.30
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	RHINEHART OIL CO	14,329.80
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	RIM COUNTRY MECHANICAL	325.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ANGELA C ROMERO	113.47
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SAFETY KLEEN	131.63
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	1,300.55
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ALTON JOE SHEPHERD	116.16
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ALTON JOE SHEPHERD	116.16
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SHERWIN-WILLIAMS	29.76
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	JOE SHIRLEY JR	170.20
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SHOW LOW FORD INC	65.37
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	36.95
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SNELL & WILMER LLP	652.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SONORA QUEST LABORATORIES	504.65
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SPARKLETT'S WATER	56.74
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SPEEDY SALES AND SERVICE	2,014.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SRFAX (J2 GLOBAL CANADA INC)	108.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ST JOHNS CITY	2,208.46
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ST JOHNS UNITED DRUG	21.14
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	515.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	6,500.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SUNRISE AMULATORY SURGICAL CENTER LLC	5,107.63
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	792.63
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	THE POUR STATION	45.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ALENA THOMPSON	400.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	THOMSON REUTERS WEST	5,666.29
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	TOWN OF SPRINGERVILLE	136.12
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	SHERWOOD BOWEN UDALL	393.72
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	UNIFIRST CORPORATION	234.70
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	VALLEY AUTO PARTS	416.12
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	VERITAS RESEARCH CONSULTING	1,750.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	VERIZON WIRELESS	3,238.80
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	216.97
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	WAGNER EQUIPMENT CO	1,225.51

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ELTA WARNER	85.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	WESTERN DRUG COMPANY	15.00
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	226.45
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	245.17
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	ANTONIA WOOD	87.26
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	WOODLAND BUILDING CENTER	676.75
Open	NBAZ - Warrant Clearing Account	11/17/2020	Accounts Payable	XEROX CORP	57.48
Open	NBAZ - Warrant Clearing Account	11/18/2020	Accounts Payable	Randy Sherlock	276.00
Open	NBAZ - Warrant Clearing Account	11/19/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	213.85
Open	NBAZ - Warrant Clearing Account	11/19/2020	Accounts Payable	MAUREEN SANDERSON	956.00

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*ASD* 11/18/2020

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 November 10, 2020 and November 18, 2020.

BOS Meeting Date Requested 10/1/2020

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

November 10, 2020

St. Johns, Arizona

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

Chairman Shepherd called to order the Board of Supervisors meeting at 8:31 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Ben Dugdale led the Pledge of Allegiance.

Timothy Hinton gave the invocation.

Chairman Shepherd called for the Health District items.

Preston Raban, Health Director, requested approval of the Professional Services Agreement with the Apache County Public Health District/Health Start Program and Hummingbird Early Interventions Services, LLC to provide social work consultation as required by the State of Arizona Health Start Policy & Procedures Manual at the rate of \$50.00 per hour and has been budgeted for in FY20. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Preston Raban, Health Director, requested approval of Intergovernmental Agreement Amendment #4 to the Immunization Services Contract #ADHS18-177674 in the amount of \$50,000 that will assist the Health Department to increase the flu vaccination rates for adults within the county and has been budgeted for in FY20. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Preston Raban, Health Director, requested approval of Intergovernmental Agreement Amendment #5 to the Immunization Services Contract #ADHS 18-177674 in the amount of \$125,000 to improve vaccine cold storage and increase capacity for data entry and reminder recall activities and has been budgeted or in FY20. **Mr. Simshauser moved approval seconded by Mr. Shirley.** Vote was unanimous.

**Mr. Simshauser moved to adjourn the Public Health Services meetings, seconded by Mr. Shirley.** Vote was unanimous.

Chairman Shepherd called for the Jail District item.

Michael Cirivello, Jail Commander, requested approval to eliminate two (2) part-time (520 hour) Detention Nurse LPN positions, to eliminate two (2) part-time (520 hour) Detention Nurse RN positions, and to create one full-time (2080 hour) Detention Nurse LPN position. This change

will result in a cost savings of \$30,000. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

**Mr. Shirley moved to adjourn the Jail District meeting, seconded by Mr. Simshauser.** Vote was unanimous.

Chairman Shepherd called for the regular agenda items.

Mr. Patterson presented the Consent Agenda items A-G and recommended approval. **Mr. Simshauser moved approval, seconded by Mr. Shirley A.** Request approval of demands as distributed to the Apache County Board of Supervisors between October 6, 2020 and November 10, 2020. PACWEST TRADING LLC 51,544.50 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,540.94 AMERICAN SECURITY CABINETS LLC 5,802.00 AMIGO CHEVROLET 1,621.91 ASHTONS REPAIR INC 1,010.27 BUDGET BLINDS 2,351.92 CDW GOVERNMENT LLC 3,346.01 CMS COMMUNICATIONS INC 25,415.00 CONTINUANT INC 1,178.20 CONTRACT PHARMACY SERVICES INC 3,448.59 CRESCENT ELECTRIC SUPPLY CO 2,066.16 DESERT MOUNTAIN CORPORATION 25,986.23 EMPIRE MACHINERY 7,633.36 FRONTIER 1,858.91 GMCO CORPORATION 8,336.52 HATCH CONSTRUCTION 4,837.06 INGRAM LIBRARY SERVICES 1,657.05 KIMBALL EQUIPMENT COMPANY 16,935.29 LEXIPOL LLC 9,989.00 ALANE M MOORE 1,800.00 NATIONAL BANK 14,158.19 NICOLL CONSTRUCTION LLC 116,036.87 NJ SHAUM & SON INC 1,787.80 QUILL CORP 2,482.95 RHINEHART OIL CO 2,612.92 SANOFI PASTEUR INC 1,633.22 SPRINGERVILLE AUTO WRECKERS 1,727.50 SUMMIT FUNERAL HOME 1,451.50 THE AARONS COMPANY LLC 3,000.00 THE BANCORP BANK 104,830.50 TRINITY SERVICES GROUP INC 15,242.86 TRUCK WORKS HOLDINGS LLC 3,523.18 VALLEY AUTO PARTS 3,504.08 VICTORY SUPPLY LLC 3,403.92 WRIGHT EXPRESS FSC 2,100.90 APACHE COUNTY HSA 4,565.24 APACHE COUNTY MEDICAL 170,301.06 APACHE COUNTY TAX WITHHOLDING 130,223.36 ASRS LEGACY EORP 5,877.24 AZ STATE RETIREMENT SYSTEM 107,261.66 COLONIAL LIFE AND ACCIDENT INS 1,509.76 CORRECTIONS OFFICER RET PLAN 10,793.42 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,265.93 EORP LEGACY 2,720.34 NATIONWIDE 3,258.70 NATIONWIDE TRUST FSB 3,346.65 PUBLIC SAFETY PERSONNEL 401 16,207.12 PUBLIC SAFETY SHERIFF RET 35,008.48 SUPPORT PAYMENT CLEARINGHOUSE 1,455.64 AMAZON CAPITAL SERVICES INC (IT DEPT) 4,709.61 Z COUNTIES WORKERS COMPENSATION PLAN 51,746.75 AZ DEPT OF RISK MANAGEMENT 1,141.22 BLUE HILLS ENVIRONMENTAL 30,768.76 BREWER LAW OFFICE PLLC 8,500.00 BROWN'S PARTSMaster INC 1,123.93 CDW GOVERNMENT LLC 4,015.04 DELL COMPUTER CORPORATION 6,406.80 ELECTION SYSTEMS AND SOFTWARE 13,572.99 ENTECH 2,060.00 FUTURE TIRE 4,514.58 GMCO ORPORATION 13,706.32 HAMBLIN LAW OFFICE PLC 8,500.00 INGRAM LIBRARY SERVICES 4,177.94 LEGATE, PENROD & ASSOCIATES 2,896.00 NAVOPACHE ELECTRIC COOPERATIVE} 7,171.11 OVERDRIVE INC 6,863.81 PACIFIC PONDEROSA CO INC 3,329.26 DANA BRYCE PATTERSON 8,500.00 PFIZER INC 3,959.56 PHELPS DIESEL 1,700.00 RO PETROLEUM 25,260.91 QUILL CORP 3,364.75 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 RHINEHART OIL CO 16,526.80 CELESTE ROBERTSON 1,800.00 LAURENCE SCHIFF 2,200.00 SECURUS

TECHNOLOGIES INC 1,093.71 SEQIRUS USA INC 6,560.24 SPRINGERVILLE  
AUTOMOTIVE SERVICE 1,105.63 THE UNIVERSITY OF ARIZONA 7,500.00 THOMSON  
REUTERS WEST 1,016.25 VALLEY AUTO PARTS 1,086.44 WHITE MOUNTAIN  
COMMUNICATIONS 2,254.78 WOODLAND BUILDING CENTER 1,473.99 ESTHER  
YAZZIE-LEWIS 1,190.00 4 RIVERS EQUIPMENT LLC 7,644.36 NAVAJO TRIBAL  
UTILITY AUTHORITY 1,530.38 YAZZIE'S AUTO PARTS INC 1,433.42 WRIGHT EXPRESS  
FSC 4,793.96 AZ DEPT OF REVENUE 1,669.91 APACHE COUNTY TAX WITHHOLDING  
1,214.94 ADHS AZ HEALTH CARE COST 22,400.00 AMIGOS LIBRARY SERVICES  
1,600.00 ASHTONS REPAIR INC 1,104.85 AZ DEPT OF HEALTH SERVICES  
1,295.00 AZ SUPREME COURT 2,600.00 CANNON CONSULTANTS LLC 6,500.00  
CHANGEPOINT INTEGRATED HEALTH 3,300.00 CONSOLIDATED ELECTRICAL  
DISTRIBUTORS 1,259.74 CONTINUOUS RAINGUTTER SYSTEMS 5,969.06 CREATIVE  
MULTIMEDIA INC (CMI) 14,065.00 FRONTIER 1,308.55 GLAXO SMITHKLINE  
PHARMACY 4,945.46 GMCO CORPORATION 14,295.55 HILLYARD/FLAGSTAFF  
1,404.62 HOME DEPOT 1,155.58 INGRAM LIBRARY SERVICES 1,555.46  
INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC 1,025.00 LD CONSULTING  
1,398.00 LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC 1,685.28  
NAVAJO TRIBAL UTILITY AUTHORITY 4,173.38 NAVOPACHE ELECTRIC  
COOPERATIVE 12,009.06 NEWMAN SIGNS INC 4,522.47 PRO PETROLEUM 11,955.25  
QUILL CORP 5,210.66 SALAM INTERNATIONAL INC 10,642.00 ST JOHNS CITY 2,333.15  
SYSTEM EXCHANGE CORPORATION 2,900.00 TEN COW COMPANY INC 3,093.50  
VALLEY AUTO PARTS 3,697.90 VERIZON WIRELESS 2,270.15 WILLIAMS SCOTSMAN  
INC (WILLSCOT) 1,398.36 US POSTMASTER 10,000.00 APACHE COUNTY TAX  
WITHHOLDING 142,070.08 ASRS LEGACY EORP 5,877.24 AZ STATE RETIREMENT  
SYSTEM 108,702.48 CORRECTIONS OFFICER RET PLAN 10,793.47 CORRECTIONS  
OFFICER RETIREMENT PLAN 520 4,551.52 EORP LEGACY 2,720.34  
NATIONWIDE TRUST FSB 3,339.62 PUBLIC SAFETY PERSONNEL 401 16,207.12  
PUBLIC SAFETY SHERIFF RET 37,458.58 AMAZON CAPITAL SERVICES INC (IT  
DEPT) 2,554.33 AZ SUPREME COURT 3,843.80 CRESCENT ELECTRIC SUPPLY  
CO 3,015.16 ELECTION SYSTEMS AND SOFTWARE 2,077.25 FLAGSTAFF MEDICAL  
CENTER 7,275.03 FRONTIER 4,550.60 GMCO CORPORATION 9,057.45 DARYL GREER  
1,044.49 HAMBLIN & ASSOCIATES LLC 3,800.00 HOME DEPOT 4,012.53 KIMBALL  
EQUIPMENT COMPANY 2,767.39 MICHAEL LATHAM 4,664.32 MOORE LAW PLLC  
1,507.50 NAVAJO COUNTY FAMILY ADVOCACY CENTER 2,700.00 NAVOPACHE  
ELECTRIC COOPERATIVE 1,711.22 PREMIUM PROPANE LLC 1,172.65 QUILL CORP  
4,826.14 RDO EQUIPMENT CO 1,138.18 RHINEHART OIL CO 4,707.41 RODEO FENCE &  
SEPTIC 3,126.42 SECURUS TECHNOLOGIES INC 1,344.75 ST JOHNS EMERGENCY  
SERVICES 1,247.04 VERITAS RESEARCH CONSULTING 5,650.00 VERIZON WIRELESS  
3,833.28 WHITE MOUNTAIN COMMUNICATIONS 1,689.99 WILLIAMS BROTHERS  
AUTO SERVICE, LLC 7,679.31 PITNEY BOWES RESERVE ACCOUNT 5,000.00 RONALD  
D MCDANIEL 2,915.42 PRESSURE SENSITIVE PRODUCTS DISTRIBUTING INC 1,163.42  
Demands are payments made, or to be made, by the County. Specific details of the demands may  
be requested through the County public record request process. B. Request approval of minutes  
dated October 6, 2020, October 15, 2020, and October 21, 2020. C. District II: Request approval  
to increase the salary of Craig Tsosie to \$36,795.20. This will cost approximately \$3,500  
annually including ERE's. D. District II: Request approval of a resolution to accept grant funds

(for District II) in the amount of \$166,100 from the USDA-Community Facilities Direct Loan & Grant Program for radio tower enhancement & fleet radios. E. District II: Request approval of a resolution to accept grant funds (for District II) in the amount of \$91,700 from the USDA-Community Facilities Direct Loan & Grant Program for a backhoe loader. Election Department: F. Request approval, based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint Alan James Barwick for the Canyon De Chelly Precinct. Community Development: G: Request approval of a conditional use permit allowing CellularOne to replace a 40' foot wood pole tower with a 180' foot self-support lattice tower, along with associated radio equipment on the ground and enclosed by a 50' x 50' x 6' CMU wall. The new tower will be located on the north side of the Greer Community Center and will provide better communication, and First Net emergency services to the community. The tower will be located on A.P.N. 102-11-001J and the Planning & Zoning Commission unanimously recommended approval on October 1, 2020 with conditions. Lee Smith, a resident of Greer, requested approval of the CellularOne Tower. Vote was unanimous.

Mr. Patterson requested approval of the Liquor License Application recommendation for Rendezvous Diner, located at 117 Main Street in Greer, Arizona. Mr. Patterson stated no protests were received. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, District III Manager, requested approval, of USDA Rural Energy for America Program (REAP) grant award in the amount of \$50,000 and has been budgeted for in FY20. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, District III Manager, possible approval of Community Development Block Grant (CDBG) Contract #123-21 between the Department of Housing and Apache County to purchase equipment for the Springerville Fire Department in the amount of \$51,980 and has been budgeted for in FY20. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Robert Pena, Battalion Chief with the Springerville Fire Department, stated on behalf of the Town of Springerville and the Springerville Fire Department, thanked the Board for their consideration of the grant award. Vote was unanimous.

Malena Bazarro, District III Manager, presented the item of the Environmental Review of the Concho Mellon Community Center location and possible approval of Environmental Assessment Checklist and Release of Funds Request as part of the Community Development Block Grant (CDBG) award. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, District III Manager, requested approval of a Memorandum of Understanding with the Bureau of Land Management (BLM) granting cooperating agency status to Apache County during the process of preparing an Environmental Impact Statement (EIS) for the Federal Livestock grazing regulations. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of an amendment to extend the contracts of Torrison Consulting LLC and HistoricStreetscapes PLLC from October 22, 2020 to December 31, 2020 at no additional cost to the County and to further extend the contracts for Torrison Consulting LLC and HistoricStreetscapes PLLC until project completion on an hourly rate basis as provided under said contracts or as listed on price sheet. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, requested approval to accept a grant (Subrecipient Agreement Number 200100-01) from the State Homeland Security Grant Program in the amount of \$2,800. Mr. Hounshell stated this grant will go towards purchasing Community Emergency Response Team (CERT) bags and has been budgeted for in FY20. **Mr. Shirley moved approval, seconded y Mr. Simshauser.** Vote was unanimous

Brian Hounshell, Emergency Management Director, requested approval to accept the FFY 2020 Emergency Management Performance Grant (Grant Award #EMF-2020-EP-00009) in the amount of \$214,325.86. Mr. Hounshell stated the grant has a 50/50 cost match and has been budgeted for in FY20. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

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

Meeting concluded at 8:45 a.m. MST.

Approved this 1<sup>st</sup> of December, 2020.

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Alton Joe Shepherd  
Chairman of the Board

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Ryan N. Patterson  
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS SPECIAL MEETING  
November 18, 2020  
St. Johns, Arizona

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

Chairman Shepherd called to order the Board of Supervisors meeting at 10:00 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Chairman Shepherd called for the Board of Equalization item.

Mr. Patterson presented the item for acceptance of the following Petitions for Review of Notice of Change determinations heard by Hearing Officer Charles Johnson on November 9, 2020.

Acceptance of hearing determination of Petition for Review of Notice of Change for Kevin & Karen Lee, parcel 203-20-021B.

Acceptance of hearing determination of Petition for Review of Notice of Change for Merrie Wolslagel, parcel 101-72-019.

Acceptance of hearing determination of Petition for Review of Notice of Change for Michael Elmore & Judith Martin, parcel 106-22-027C.

Acceptance of hearing determination of Petition for Review of Notice of Change for Jeffrey & Denise Richins, parcel 203-21-006F.

Acceptance of hearing determination of Petition for Review of Notice of Change for Karson & Claryce Crosby, parcel 203-39-009G.

**Mr. Simshauser moved to accept the Hearing Officer Johnson's determinations, seconded by Mr. Shirley.** Vote was unanimous.

**Mr. Shirley moved to adjourn the Board of Equalization meeting, seconded by Mr. Simshauser.** Vote was unanimous.

Chairman Shepherd called for the regular agenda items.

Angela Romero, Election Director, presented the Canvass of the November 3, 2020 General Election and requested approval. Mrs. Romeo thanked all the county staff, election workers and IT support, as well as the Navajo Nation for their good work with the election amid the pandemic. Mr. Shepherd and Mr. Shirley thanked Mrs. Romero for all the hard work done with the election during difficult times. **Mr. Shirley moved approval of the Canvass, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, Engineering Department: Discussion and possible approval to authorize the County Manager as the Authorized Signatory for the State of Arizona Surplus Property. Mr. Crosby stated this will allow changes to those authorized to purchase as employees retire and are hired, without having to come before the Board each time. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer requested approval to purchase a new dump truck from Rush Peterbilt for a cost of \$191,103.59, utilizing Sourcewell, Contract #06-18, using District III Carryover Funds. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to purchase a new Semi Truck from Rush Peterbilt for a cost of \$148,381.17, utilizing Sourcewell, Contract #06-18 using District III Carryover Funds. **Mr. Simshauser moved approval, seconded by Mr. Shirley. Vote was unanimous.**

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

Approved this 1<sup>st</sup> day of December, 2020.

---

Alton Joe Shepherd  
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: \_\_\_\_\_

11/23/2020 

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

Request approval of the Board of Supervisors meeting schedule for 2020.

BOS Meeting Date Requested 12/1/2020

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

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

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

**TRAVIS SIMSHAUSER**  
MEMBER OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

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



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

**PUBLIC NOTICE**

Apache County Board of Supervisors, Flood Control District, Library District, Public Health Services District, Jail District and Juvenile Jail District meetings are normally held the first Tuesday of each month at 8:30 a.m. (MST) with the exception of Tuesday, June 29, Tuesday, July 27, and Monday, August 16. Meetings are held in the Board of Supervisors meeting room, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona with the exception of the following meetings: \*April 6, 2021 which will be held at the Ganado Road Yard Conference Room, Highway 264, Mile Marker 446.8, Ganado, Arizona as well as \*\*October 5, 2021, which will be held at the Chinle Road Yard, located 50 yards South of Old Mustang Store, Highway 191, Chinle, Arizona. Dates of regular Board of Supervisors meetings for 2021:

TUESDAY, JANUARY 5, 2021  
TUESDAY, FEBRUARY 2, 2021  
TUESDAY, MARCH 2, 2021  
\*TUESDAY, APRIL 6, 2021  
TUESDAY, MAY 4, 2021  
TUESDAY, JUNE 1, 2021  
TUESDAY, JUNE 29, 2021  
TUESDAY, JULY 27, 2021  
MONDAY, AUGUST 16, 2021  
TUESDAY, SEPTEMBER 7, 2021  
\*\*TUESDAY, OCTOBER 5, 2021  
TUESDAY, NOVEMBER 2, 2021  
TUESDAY, DECEMBER 7, 2021

Notice of all regular and special meetings will be posted at least twenty-four (24) hours prior to the meetings at the County Courthouse and the County Annex Building, St. Johns, Arizona and on the county website at [www.co.apache.az.us](http://www.co.apache.az.us).

DATE OF POSTING

RYAN N. PATTERSON  
COUNTY MANAGER/CLERK

## 2021 COUNTY HOLIDAYS

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THE FOLLOWING DAYS SHALL BE HOLIDAYS:

<u>HOLIDAYS</u>	<u>2021 DATE</u>
JANUARY 1, "New Year's Day"	**THURSDAY, DECEMBER 31
THIRD MONDAY IN JANUARY, "Martin Luther King, Jr./Civil Rights Day"	MONDAY, JANUARY 18
THIRD MONDAY IN FEBRUARY, "Lincoln/Washington President's Day"	MONDAY, FEBRUARY 15
LAST MONDAY IN MAY, "Memorial Day"	MONDAY, MAY 31
JULY 4, "Independence Day"	**MONDAY, JULY 5
FIRST MONDAY IN SEPTEMBER, "Labor Day"	MONDAY, SEPTEMBER 6
SECOND MONDAY IN OCTOBER, "Columbus Day"	MONDAY, OCTOBER 11
NOVEMBER 11, "Veterans Day"	THURSDAY, NOVEMBER 11
FOURTH THURSDAY IN NOVEMBER, "Thanksgiving Day"	THURSDAY, NOVEMBER 25
DECEMBER 25, "Christmas Day"	**THURSDAY, DECEMBER 23

\*\* If the holiday falls on a Friday or a Saturday, it is observed on Thursday. If the holiday falls on Sunday, it is observed on Monday and only applies to the Monday – Thursday work week.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name:

DISTRICT II

Alton Joe Shepherd

Date:

Signature:

Supervisor

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

District 2: Discussion and possible approval to increase the salary of Planning & Engineering Manager Kendra Tso to \$48,141.20.

Date & Time Needed: Tuesday, December 1, 2020

Review Routing: //legal//Finance//Purchasing//Human Resource//Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

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

BOARD ACTION TAKEN

// Approved //Disapproved //Deleted //Continued to: \_\_\_\_\_

Signature Clerk of Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

[Signature] A70

Date/Signature: \_\_\_\_\_

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

Request approval to accept a donation in the amount of \$500 from Carquest Auto Parts.

BOS Meeting Date Requested 12/1/2020

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



**BAUMAN HOME & AUTO, INC.**

**PINETOP / TAYLOR / HOLBROOK**

**SPRINGVILLE / ST. JOHNS**

568 E. White Mountain Blvd.

P.O. Box 49 Pinetop, AZ 85935

Phone: 928.367.3326 Fax: 928.367.3327

---

**Apache County Sheriff Dept**

**370 S. Washington St.**

**P.O.Box 518**

**St Johns Az 85936**

We at Carquest of Pinetop, Carquest of Taylor, Carquest of Holbrook, Carquest of Springerville, Carquest of St. Johns, Carquest of Gallup and Bauman Home & Auto, Inc. would like to give your organization a monetary gift to express our gratitude for all you do to keep our community safe. This year has presented so many challenges and we want to say thank you for what each and every one of you do on a daily basis to protect our community and keep us all safe.

During a time where there is so much unrest in our country, we want to express our gratitude for all you and your team do every day to keep us safe. The check enclosed is for your department to use for whatever you deem as the best use of these funds.

A handwritten signature in black ink, appearing to read "Sheila J. Langley". The signature is written in a cursive style with a long horizontal line extending to the right.

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

**BAUMAN HOME & AUTO, INC.**  
dba Carquest Auto Parts  
POB 49 / 568 E White Mountain Blvd  
Pinetop, AZ 85935  
Office 928.367.3326

JPMorgan Chase Bank, NA  
91-2/1221

11/13/2020

23164

PAY TO THE ORDER OF Apache County Sheriff Dept

Five Hundred and 00/100 \*\*\*\*\*

\$ \*\*500.00

DOLLARS

Apache County Sheriff Dept  
370 S. Washington St.  
P.O. Box 518  
St Johns Az 85936

VALID VALID  
VALID VALID  
VALID VALID  
VALID VALID

AUTHORIZED SIGNATURE

*Michael J Longfellow*

HEAT SENSITIVE  
MP



Apache County Sheriff Dept  
Date 11/2/2020 Type Bill Reference

Original Amt. 500.00

Balance Due 500.00

11/13/2020 Discount  
Check Amount

Payment 500.00

23164

100 3900 43910

Chase Bank checking

500.00

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

11/24/2020



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

County Manager: Discussion and possible approval of a 3% COLA increase for all eligible County employees, effective January 1, 2021.

BOS Meeting Date Requested 12/1/2020

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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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: \_\_\_\_\_

11/18/2020 

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 Agreement of Services with RealAuction.com, LLC to facilitate the online tax deed auction, not to exceed 3 years. Cost to the county consists of a flat rate of \$1,500 (per auction run) and \$75.00 for each parcel sold during the auction.

BOS Meeting Date Requested 10/1/2020

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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 \_\_\_\_\_



# REALAUCTION.COM, LLC

861 SW 78<sup>TH</sup> AVENUE SUITE 102, PLANTATION FLORIDA 33324

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## TD AGREEMENT FOR SERVICES

This Agreement made this 16<sup>th</sup> day of November 2020, between the Board of Supervisors, Apache County, a municipal subdivision of the State of Arizona ("County"), and RealAuction.com, L.L.C. ("Contractor"), for online sale of County's Tax Deeded Land, on the following terms:

### 1. Length of Agreement; Cancellation; Termination Upon Default.

- A. The term of this Agreement shall terminate three years from the above date.
- B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of the other to comply with any provision or requirement of this Agreement, provided that written notice of such failure is given to the defaulting party and is not cured within thirty (30) days of the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

### 2. Services to be Provided by Contractor.

- A. The Contractor shall furnish Internet Software Services for processing and online sale of Tax Deed Properties for Apache County, Arizona. The County's Clerk of the Board of Supervisors has real property that it wishes to sell by online auction on a regular basis, however the County provides no guarantee of quantity or frequency.
- B. The Contractor shall provide a host server for the Web Site. As used herein, the term "Web Site" shall mean an Internet web site that Contractor will make available to County under this Agreement. The Web Site will utilize Contractor's proprietary software, which is capable of managing and processing Real Property information. The County acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use its best efforts to make the Web Site available during all business hours and shall not schedule planned maintenance downtime to occur during business hours.
- C. The Contractor shall provide a Project Manager(s) and the technical support necessary to facilitate the County's online management of tax deed properties.

- D. Contractor will assist County with the following:
- i. Website set-up.
  - ii. Granting and denying various degrees of access privileges to users and County's employees to the Web Site. Before any County representative is given privileges to access the Web Site and its information, County must provide Contractor with written authorization directing Contractor to give such employees such authority.
  - iii. Monitoring network performance.
  - iv. Providing technical support to resolve questions related to hardware, software or network problems encountered by the County or third party users.
  - v. Providing telephone and on-site training sessions for County personnel designated by the County as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- E. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of 5 years from the date of each auction.
- F. Contractor shall ensure that the Web Site is capable of providing the following functions:
- i. Accepting, processing and displaying bid information and other data related to auctions of real property.
  - ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Site.
  - iii. Providing users with the means for reviewing the list of all properties being offered for sale, along with, to the extent available, tax roll data and appraiser information with respect to the applicable properties.
  - iv. Providing users with the means to bid and to withdraw bids on properties.
  - v. Permitting the use, at the County's election, a proxy bidding system, whereby a user will submit the maximum bid that he/she would be willing to invest for the applicable property. The Contractor's software will act on the bidder's behalf, submitting only the maximum bid necessary to win the bidding for any given property, but in no event less than the stated opening bid.

- vi. Allowing users to view auction results after they are approved for release by the County.
- vii. Allowing Contractor's Auction Administrators and the County's internal auction administrators (the "County Auctioneers") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site.
- viii. Enabling the County's Auction Auctioneers, or the Contractor Auction Administrator at the County's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular third party user or the County user; and to limit or prohibit a user's access privilege to the site. The County will provide Contractor with the names of the County personnel who are permitted to access and/or authorize modifications. In the event the County directs Contractor to effect such modifications, the County will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

**3. Cooperation by County.** Notwithstanding any other provision herein, the County shall:

- A. Notify Contractor and provide Contractor with all information concerning the properties which are being managed.
- B. Providing Contractor with the names, titles and contact information for all County employees who will have decision-making authority of any kind or access to the Contractor's Web Site, as well as the names and contact information of all County employees who are responsible for processing Contractor's requests for payment and supporting documentation.
- C. The Web Site shall bear County's name and such other trade dress (e.g., logos, introductory statement from the County etc.) as reasonably directed by the County. The County acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.
- D. County will reasonably cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the real property auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment. The information provided will include the initial data load and timely updates of properties that have been purchased.

**4. Payment for Services.**

- A. The Contractor will be paid for the Contract amount upon invoices submitted to the County by the Contractor on a monthly basis, net 30 days from date of invoice.

B. In consideration of the Services set forth in this Agreement, County shall pay (or cause to be paid) the following fees to Contractor in the manner described:

- i. During every auction run, a payment for each individual case that is **sold** through the website, the county shall pay to Contractor a fee of \$75 (seventy five) dollars.
- ii. During every auction run, The County shall pay to Contractor a guaranteed flat rate minimum of \$1,500 (one thousand five hundred) if this value exceeds the calculated value of item 4. B. i.

C. The Contractor's request for payment shall be supported by reports or other documents reasonably required by the County, and shall show the Contractor's County Contract number, and the Contractor's federal identification number, in addition to any other information that may be required by the County. Additionally, all requests for payment shall have attached a copy of the original bill, containing an original signature of an authorized representative of the Contractor. Requests for payment shall be submitted not more than once every thirty days, to an address, department and/or individual designated by the County.

D. Unless otherwise provided on Contractor's invoice or other Instructions that Contractor provides subsequent to the execution of this Agreement, payments shall be made to:

Realauction.com, LLC  
Attn: Finance Department  
861 SW 78<sup>th</sup> Ave., Suite 102  
Plantation, FL 33324

E. Contractor shall not be obligated to provide any Services hereunder in the event County is more than 60 days delinquent in paying any invoices, provided, however, that Contractor has advised the County in writing that it will cease performing services unless delinquent invoices are paid in full.

**5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages.**

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by County and other third party users, and when accessed by properly functioning software and equipment of third party users, will perform substantially as required in order to manage County's tax deed property. Contractor will, at no charge to County, make corrections to the Web Site so that the Web Site performs substantially as required, and will use its best efforts to make such corrections available within 24 hours, provided that County reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available

within 24 hours, the Contractor's chief executive officer and/or chief operating officer will confer with County to advise County with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Contract, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, county or other law or regulations. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to County arising out of or related to this Contract exceed the fees earned by Contractor under this Contract during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding the foregoing, Contractor's liability to County arising out of claims brought against Contractor pursuant to Paragraph (a) above will be no greater than \$1,000,000 in the aggregate.

**6. Confidentiality; Proprietary Information.**

A. The format in which Contractor stores data provided by County will be proprietary to Contractor. County's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to County's internal use only, and County agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Except upon prior written approval by the County, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that County designates as confidential.

C. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "Contractor's Confidential Information"). County agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by

Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by County with respect to protecting other third party confidential information in its possession. County shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of County or Contractor who need access to the information to facilitate County's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit County from making any disclosures required of County pursuant to any legal process or request from any governmental authority having jurisdiction over County, or from making disclosure required by Arizona law, provided however that prior to disclosure to any such governmental authority, County shall provide notice to Contractor in order to enable Contractor to seek relief.

D. Each party agrees to treat any information they receive that is submitted to the Web Site, in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without County's consent, which will not be unreasonably withheld.

**7. Limited Agency Created; No Third Party Beneficiaries Intended.**

For the purpose of providing auction services for the real property auction and other services specifically described herein, Contractor shall be an agent of the county and shall be required to take direction from the County as to the mechanism and effectuation of the sale. Other than with the respect to the handling of the real property auction and other services described here in, Contractor acknowledges that it does not have the authority to act on behalf of the County or its agencies. Contractor's personnel shall not be employees of the County. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

**8. Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Contract, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future ), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either County's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure shall, upon notice to it of the force majeure, promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

**9. Entire Understanding; Amendments.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

**10. Place of Execution; Governing Law; Venue.** This Agreement shall be deemed to be executed in Apache County, State of Arizona, regardless of the Contractor's domicile, and shall be interpreted and construed in accordance with the laws of the State of Arizona. The Contractor agrees that the venue for any and all claims between the parties arising from this Agreement shall be in the state courts in and for Apache County, Arizona.

**11. Severability.** If this Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For Realauction.com, L.L.C.: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

For Apache County Board of Supervisors: \_\_\_\_\_

Chairman of the Board: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Treasurer's Office \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

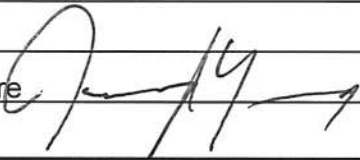
Discussion and possible approval of an Agreement of Services with RealAuction.com, LLC to facilitate the online lien auction, not to exceed 3 years. This Agreement is at no cost to the Treasurer's Office.

BOS Meeting Date Requested 10/1/2020

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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 \_\_\_\_\_

## Beth Bond

---

**From:** David Romero  
**Sent:** Tuesday, November 17, 2020 2:18 PM  
**To:** Beth Bond  
**Subject:** Tax Lien Sale Agreement  
**Attachments:** Apache AZ Tax Lien Agreement 2020.pdf

There is no cost to the county in this agreement.

*Thank you.*



*David Romero*

*Chief Deputy Treasurer*

*Apache County*

P : (928)337.7629 Fax: (928)337.4686

C : (480)734.5162

[dromero@co.apache.az.us](mailto:dromero@co.apache.az.us)

*"Investing and Protecting Our Financial Future"*



# REALAUCTION.COM, LLC

861 SW 78<sup>TH</sup> AVENUE SUITE 102, PLANTATION FLORIDA 33324

---

## AGREEMENT FOR SERVICES

This Agreement made this 4<sup>th</sup> day of September 2020, between Apache County, a municipal subdivision of the State of Arizona ("County"), and RealAuction.com, L.L.C. ("Contractor"), for Internet-based electronic processing of bid information related to the auction sale of County's Tax Certificates, on the following terms:

### 1. Length of Agreement; Cancellation; Termination Upon Default.

- A. The term of this Agreement shall terminate three years from the above date.
- B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of the other to comply with any provision or requirement of this Agreement, provided that written notice of such failure is given to the defaulting party and is not cured within thirty (30) days of the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

### 2. Services to be Provided by Contractor.

- A. The Contractor shall furnish Internet Auction Services for Tax Certificates for Apache County, AZ. The County provides no guarantee of quantity.
- B. The Contractor shall provide a host server for the Web Site. As used herein, the term "Web Site" shall mean an Internet web site that Contractor will make available to County under this Agreement. The Web Site will utilize Contractor's proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Client. The County acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use its best efforts to make

the Web Site available during all business hours and shall not schedule planned maintenance downtime to occur during business hours.

C. During each auction, the Contractor shall provide Auction Administrator(s) and the technical support necessary to facilitate the County's conduct of online auction sales of tax certificates.

D. Contractor will assist County with the following:

- i. Auction set-up. County will select the auction format; e.g., sealed, proxy, etc., to be used, auction start date, end date and batch size as well as the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results.
- ii. Granting and denying various degrees of access privileges to users and County's employees to the Web Site. Before any County representative is given privileges to access the Web Site and its information, County must provide Contractor with written authorization directing Contractor to give such employees such authority.
- iii. Monitoring network performance while auctions are in progress.
- iv. Providing technical support to resolve questions related to hardware, software or network problems encountered by the County or third party users.
- v. Providing telephone and online webinar training sessions for County personnel designated by the County as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during normal business hours for the handling of bidder and County questions relating to the general operation of the Web Site.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, which third party users (i.e., participants in auctions/bidders) will be required to give assent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. The Contractor may, in its sole discretion, provide additional ancillary services through the Web Site to third party users that are intended to assist such third party users in evaluating any or all of the Tax Certificates to be sold. Such services may include without limitation:

- i. Hyperlinks on the Web Site to third party sites that contain additional information about the delinquent accounts or properties that are the subject tax sale; and
- ii. Analytical tools, such as search, sort, upload, download and other report customization features. If such services are offered by Contractor thru Web Site, these services shall be provided **at no charge** to the bidders and auction participants.

G. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of 5 years from the date of each auction.

H. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of tax certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale, along with, to the extent available, tax roll data and appraiser information with respect to the applicable properties.
- iv. Providing users with the means to bid and to withdraw bids on tax certificates.
- v. Permitting the use, at the County's election, a proxy bidding system, whereby a user will submit the minimum rate that he/she would be willing to receive for the applicable tax certificate. The Contractor's software will act on the bidder's behalf, submitting only the maximum rate necessary to win the bidding for any given Certificate, but in no event less than the minimum rate specified by the bidder. When the auction is over,

third party users will see only the higher of the minimum rate submitted by each bidder or their winning bid.

- vi. Allowing users to view auction results after they are approved for release by County.
  
- vii. Allowing Contractor's Auction Administrators and County's internal auction administrators (the "County Auctioneers") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site.
  
- viii. Enabling the County's Auction Administrators, or the Contractor Auction Administrator at County's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular third party user or County user; and to limit or prohibit a user's access privileges to the site. County will provide Contractor with the names of County personnel who are permitted to access and/or authorize modifications. In the event County directs Contractor to effect such modifications, County will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

**3. Cooperation by County.** Notwithstanding any other provision herein, the County shall:

- A. Notify Contractor of the actual date scheduled for each tax certificate sale on the Web Site at least 45 days prior to such date, and provide Contractor with all information concerning the properties for which tax certificates are being offered at auction at least 30 days prior to the date of each auction.
  
- B. Providing Contractor with the names, titles and contact information for all County employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all County employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear County's name and such other trade dress (e.g., logos, introductory statement from the County etc.) as reasonably directed by the County. The County acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. County will reasonably cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the tax certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment. The information provided will include the initial data load and timely updates of certificates that have been redeemed, purchased or transferred.

#### **4. Payment for Services.**

A. The Contractor will be paid for the Contract amount upon invoices submitted to the County by the Contractor on a monthly basis.

B. In consideration of the Services set forth in this Agreement, County shall pay (or cause to be paid) the following fees to Contractor in the manner described:

- i. For each individual Tax Certificate sold during an auction on the Web Site, County shall pay to Contractor ten dollars (\$10.00).
- ii. For each Individual Tax Certificate sold during a supplemental or county held certificate sale (if required and at county's option) on the website, County shall pay to Contractor ten dollars (\$10.00)
- iii. For each individual Tax Certificate that is unsold, sold in error or cancelled, Contractor will receive no fee.

C. The Contractor's request for payment shall be supported by reports or other documents reasonably required by the County, and shall show the Contractor's County Contract number, and the Contractor's federal identification number, in addition to any other information that may be required by the County. Additionally, all requests for payment shall have attached a copy of the original bill, containing an original signature of an authorized representative of the Contractor. Requests for payment shall be submitted not more than once every thirty days, to an address, department and/or individual designated by the County.

D. Unless otherwise provided on Contractor's invoice or other Instructions that Contractor provides subsequent to the execution of this Agreement, payments shall be made to:

Realauction.com, LLC  
Attn: Lloyd McClendon  
861 SW 78th Ave., Suite 102  
Plantation FL, 33324

E. Contractor shall not be obligated to provide any Services hereunder in the event County is more than 60 days delinquent in paying any invoices, provided, however, that Contractor has advised the County Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

**5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages.**

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by County and other third party users, and when accessed by properly functioning software and equipment of third party users, will perform substantially as required in order to facilitate County's online auction sales of tax certificates. Contractor will, at no charge to County, make corrections to the Web Site so that the Web Site performs substantially as required, and will use its best efforts to make such corrections available within 24 hours, provided that County reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 24 hours, the Contractor's chief executive officer and/or chief operating officer will confer with County to advise County with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Contract, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, county or other law or regulations.

Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format (e.g., Proxy Bidding) selected by County for any particular auction conducted on the Web Site. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to County arising out of or related to this Contract exceed the fees earned by Contractor under this Contract during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding the foregoing, Contractor's liability to County arising out of claims brought against Contractor pursuant to Paragraph (a) above will be no greater than \$1,000,000 in the aggregate.

**6. Confidentiality; Proprietary Information.**

A. The format in which Contractor stores data provided by County will be proprietary to Contractor. County's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to County's internal use only, and County agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. County acknowledges that with respect to bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as bidders have provided such minimum bids. Such minimum bids will be the confidential information of the bidder, which Contractor will be required to maintain, and which contractor will not release except as required by law.

C. Except upon prior written approval by the County, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that County designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "Contractor's Confidential Information"). County agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by County with respect to protecting other third party confidential information in its possession. County shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of County or Contractor who need access to the information to facilitate County's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit County from making any disclosures required of County pursuant to any legal process or request from any governmental authority having jurisdiction over County, or from making disclosure required by Arizona law, provided however that prior to disclosure to any such governmental authority, County shall provide notice to Contractor in order to enable Contractor to seek relief.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by third party users, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without County's consent, which will not be unreasonably withheld.

## **7. Limited Agency Created; No Third Party Beneficiaries Intended.**

For the purpose of providing auction services for the delinquent tax auction and other services specifically described herein, Contractor shall be an agent of the

county and shall be required to take direction from the county as to the mechanism and effectuation of the sale. Other than with the respect to the handling of the delinquent tax auction and other services described here in, Contractor acknowledges that it does not have the authority to act on behalf of the County or its agencies. Contractor's personnel shall not be employees of the County. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

**8. Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Contract, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future ), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either County's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure shall, upon notice to it of the force majeure, promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

**9. Entire Understanding; Amendments.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

**10. Place of Execution; Governing Law; Venue.** This Agreement shall be deemed to be executed in Apache County, State of Arizona, regardless of the Contractor's domicile, and shall be interpreted and construed in accordance with the laws of the State of Arizona. The Contractor agrees that the venue for any and all claims between the parties arising from this Agreement shall be in the federal

courts for the District of Arizona or in the state courts in and for Apache County, Arizona.

**11. Severability.** If this Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4<sup>th</sup> day of September, 2020.

For Realauction.com, L.L.C.: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

For Apache County: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sgt. Dale Sloan - Apache County Sheriff's Office

Date/Signature: DS 11/18/2020

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 Governor's Office of Highway Safety STEP Enforcement Overtime Grant and DUI/Impaired Driving Enforcement and Related Materials BOS Meeting Date Requested 12/1/2020 and Supplies (Case of Blood Kits) Grant Applications

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature CB R

Finance Review: \_\_\_\_\_

Signature [Signature]

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

**FAIN: 69A37521300004020AZ0**

**Assistance Listings: 20.600**

<b>1. APPLICANT AGENCY</b> Apache County Sheriff's Office	<b>GOHS CONTRACT NUMBER:</b> 2021-AL-002
<b>ADDRESS</b> 370 South Washington Street, St Johns, Arizona 85936	<b>PROGRAM AREA:</b> 402-AL
<b>2. GOVERNMENTAL UNIT</b> Apache County	<b>AGENCY CONTACT:</b> Jeff Soderquist
<b>ADDRESS</b> 75 West Cleveland, St Johns, Arizona 85936	<b>3. PROJECT TITLE:</b> DUI/Impaired Driving Enforcement, and Related Materials and Supplies (Case of Blood Kits)
<b>4. GUIDELINES:</b> 402-Alcohol (AL)	

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Case of Blood Kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2021</b>
<b>I. Personnel Services</b>	\$2,857.00
<b>II. Employee Related Expenses (40%)</b>	\$1,143.00
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies (Blood Kits)</b>	\$200.00
<b>VII. Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$4,200.00</b>

**PROJECT PERIOD** FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2021

**CURRENT GRANT PERIOD** FROM: 10-01-2020 TO: 09-30-2021

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$4,200.00**

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

**PROBLEM IDENTIFICATION AND RESOLUTION:**

**Agency Background:**

Number of sworn officers: 23

Total Population in your city/town or county: 72,000, approximate

Total Road Mileage: Highway 1438 Local 800 Total 2238

	2018	2017	2016
Total Crashes	112	110	79
Total Injury Crashes	47	44	22
Total Fatal Crashes	3	1	4
Total Impaired-related Crashes	2	1	4
Total Impaired-related Serious Injuries	0	0	3
Total Impaired-related Fatalities	0	0	3
Total Speed-related Crashes	112	110	22
Total Speed-related Serious Injuries	47	44	7
Total Speed-related Fatalities	3	1	4

**Agency Problem/Attempts to Solve Problem:**

The Navajo Nation is the largest Native American Indian Reservation in the United States with a large population and a high volume of vehicular traffic. The population in Apache County is 72,713 residents. In 2019, Apache County responded to 150 collisions, 75 injury collisions and 8 fatal traffic collisions. The Apache County Sheriff's Office has completed 15 DUI Investigations, not including DUI Drug Investigations. The collision percentages investigated have risen from 2018 in all categories. The DUI Investigation percentages have decreased. Due to the lack of officers performing details and patrolling the roadways.

**Agency Funding:**

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

**How Agency Will Solve Problem With Funding:**

GOHS Funding would alleviate some of the costs to the Apache County Sheriff's Office. Additional funding would also allow deputies to participate in and host more DUI Details and DUI enforcement. This funding would assist other near by DUI Details by allowing more participation from Apache County with other agencies.

**PROJECT MEASURES:****Agency Goals:**

To decrease the number of impaired driving-related crashes 50% from 3 in calendar year 2019 to 1.5 by December 31, 2021.

To decrease the number of serious injuries in impaired driving-related crashes in calendar year 2019 to 1 by December 31, 2021.

To decrease the number of fatalities in impaired driving-related crashes 100% From 1 calendar year 2019 to 0 by December 31, 2021.

**Contract Objectives:**

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2021.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2021.

**Additional Contract Objectives:**

1. Public education regarding consequences of DUI at the local schools, perform more stops to located possible DUI Drivers.
2. To reduce collisions through aggressive patrols and generate more DUI related investigations.

**GOALS/OBJECTIVES:**

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

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

**MEDIA RELEASE:**

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

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

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

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

**METHOD OF PROCEDURE:**

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

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

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

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

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to

being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

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

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

**PURSUIT POLICY:**

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

**METHOD OF PROCUREMENT:**

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

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

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

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

**State Contract:**

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

**PROJECT EVALUATION:**

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

### Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

### Report Schedule

Reporting Period	Due Date
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2020)	January 30, 2021
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2021)	April 20, 2021
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2021)	July 20, 2021
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2021)	<b>October 15, 2021</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2021</b>

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

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

### Final Statement of Accomplishments

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

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

### PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

**Ellen Bourget, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

### REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

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

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

**PROJECT MONITORING:**

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

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

Project monitoring serves as a management tool for:

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

**Types of Monitoring**

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

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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review	Internal review of all written documentation related to contractual project including, but not

and Phone Conference	limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

**Documentation**

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

**PROJECT PERIOD:**

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

**DURATION:**

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

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

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$2,857.00
II.	Employee Related Expenses (ERE) (40%)	\$1,143.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Case of Blood Kits	\$200.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$4,200.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$4,200.00.

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

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**Reporting Period**

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

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

**I. Project Monitoring, Reports, and Inspections**

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

**II. Reimbursement of Eligible Expenses**

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

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

### **III. Property Agreement**

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

### **IV. Travel**

#### In-State and Out-of-State Travel

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

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

### **V. Standard of Performance**

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

### **VI. Hold Harmless Agreement**

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

**VII. Non-Assignment and Sub-Contracts**

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

**VIII. Work Products and Title to Commodities and Equipment**

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

**IX. Copyrights and Patents**

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

**X. Uniform Administrative Requirements**

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

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

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

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

**XI. Non-Discrimination**

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

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

**XII. Executive Order 2009-09**

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

**XIII. Application of Hatch Act**

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

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

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

**XV. Arbitration Clause, ARS §12-1518**

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

**XVI. Inspection and Audit, ARS §35-214**

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

**XVII. Appropriation of Funds by U.S. Congress**

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

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

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

**XXI. Cancellation Statute**

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

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

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

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

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

**Certificate of Compliance**

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

**Certification of Non-Duplication of Grant Funds Expenditure**

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

**Single Audit Act**

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

**Buy America Act**

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

**Prohibition on Using Grant Funds to Check for Helmet Usage**

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

**Certification Regarding Debarment and Suspension**

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

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

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

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

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

**Instructions for Lower Tier Certification**

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

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

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

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

Name: Jeff Soderquist  
Title: Patrol Sergeant  
Telephone Number: 928 337 4321 Fax Number: 928 337 2709  
E-mail Address: jsoderquist@co.apache.az.us

**2. Agency's Fiscal Contact:**

Name: Sandy Reupp  
Title: Finance Clerk  
Telephone Number: 928 337 7584 Fax Number: 928 337 2709  
E-mail Address: stupp@co.apache.az.us  
Federal Identification Number: 86-6000385

**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Apache County Sheriff's Office

Warrant/Check to be mailed to:

Attn: Sandy Reupp  
(Agency)PO Box 518  
(Address)St Johns AZ 85936  
(City, State, Zip Code)**4. DUNS Number:**170320027  
(DUNS #)370 S Washington St, St Johns, AZ 85936  
(Registered Address & Zip Code)

**Restriction on State Lobbying**

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

Joseph Dedman Jr, Sheriff  
Apache County Sheriff's Office

\_\_\_\_\_

\_\_\_\_\_  
Date Telephone

*Signature of Authorized Official of  
Governmental Unit:*

Ryan Patterson, County Manager  
Apache County

\_\_\_\_\_

\_\_\_\_\_  
Date Telephone



HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.		
<b>FAIN: 69A37521300004020AZ0</b>		<b>Assistance Listings: 20.600</b>
<b>1. APPLICANT AGENCY</b> Apache County Sheriff's Office	<b>GOHS CONTRACT NUMBER:</b> 2021-PTS-001	
<b>ADDRESS</b> 370 South Washington Street, St Johns, Arizona 85936	<b>PROGRAM AREA:</b> 402-PTS	
<b>2. GOVERNMENTAL UNIT</b> Apache County	<b>AGENCY CONTACT:</b> Jeff Soderquist	
<b>ADDRESS</b> 75 West Cleveland, St Johns, Arizona 85936	<b>3. PROJECT TITLE:</b> STEP Enforcement Overtime	
<b>4. GUIDELINES:</b> 402-Police Traffic Services (PTS)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2021</b>	
<b>I. Personnel Services</b>	\$5,714.00	
<b>II. Employee Related Expenses (40%)</b>	\$2,286.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$8,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date</b> (Date of GOHS Director Signature)	<b>TO: 09-30-2021</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2020</b>	<b>TO: 09-30-2021</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$8,000.00</b>		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

**PROBLEM IDENTIFICATION AND RESOLUTION:**

**Agency Background:**

Number of sworn officers: 23

Total Population in city/town or county: 72,000

Total Road Mileage: Highway: 1438 Local: 800 Total: 2238

	2018	2017	2016
Total Crashes	112	110	79
Total Injury Crashes	47	44	22
Total Fatal Crashes	3	1	4
Total Impaired-related Crashes	2	1	4
Total Impaired-related Serious Injuries	0	0	3
Total Impaired-related Fatalities	0	Apache CO	3
Total Speed-related Crashes	112	110	22
Total Speed-related Serious Injuries	47	44	9
Total Speed-related Fatalities	3	1	4

The data above represents: County  City/Town

**Agency Problem/Attempts to Solve Problem:**

Apache County is the longest county in the United States. Apache County is also one of the most rural and poorest counties in the entire country. One of Apache County's problem areas is Highway 260 and Highway 273, near the Sunrise Ski Resort. People visit from all areas of the world. During this time, the roads are snow packed and icy. The large crowds at the Ski Resort bring large amounts of traffic to the area. The "Hurry up and get there" attitude of these visitors often leads to reckless driving and dangerous accidents. This driving behavior coupled with poor road conditions, makes for a dangerous combination. (STEP) Funding would allow more deputies to patrol this area during the ski season. During this same time, Interstate 40 in Northern Apache County is extremely dangerous as well, due to bad weather and road conditions. The traffic on Interstate 40 does not decrease due to bad weather. Interstate 40 is a cross county route and has a high volume of traffic.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

**How Agency Will Solve Problem With Funding:**

The Apache County Sheriff's Office will use the Grant funding to conduct enhanced saturation patrols and Selective Traffic Enforcement (STEP) details throughout Apache County. Funding will offer deputies incentives to participate in Selective Traffic Enforcement (STEP) details, making Apache County a safer place for travel for residents and visitors.

**PROJECT MEASURES:**

**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 150 during calendar year 2019 to 135 by December 31, 2021.

To decrease fatalities in speeding-related crashes 10% from 75 in calendar year 2019 to 68 by December 31, 2021.

To decrease serious injuries in speeding-related crashes 100% from 8 in calendar year 2019 to 0 by December 31, 2021.

**Contract Objectives:**

To increase the number of speeding and aggressive driving citations 100% from 92 during Calendar Year 2019 to 184 during FFY 2021.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2021.

**Additional Contract Objectives:**

1. To reduce traffic injuries and fatalities through saturation and enhanced patrols, especially during holidays and school events such as graduation week and spring break.
2. To aggressively enforce the newly established laws regarding cell phone usage while driving and cite violators accordingly.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

**MEDIA RELEASE:**

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

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

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

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

**METHOD OF PROCEDURE:**

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

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

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

**PRESS RELEASE:**

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

**BAC TESTING AND REPORTING REQUIREMENTS:**

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

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

**PURSUIT POLICY:**

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

**METHOD OF PROCUREMENT:**

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

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

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

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

**State Contract:**

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

**PROJECT EVALUATION:**

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

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2020)	January 30, 2021
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2021)	April 20, 2021
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2021)	July 20, 2021
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2021)	<b>October 15, 2021</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2021</b>

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

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

**Final Statement of Accomplishments**

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

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

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

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

**Ellen Bourget, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

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

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

**PROJECT MONITORING:**

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

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

Project monitoring serves as a management tool for:

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

**Types of Monitoring**

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

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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review	Internal review of all written documentation related to contractual project including, but not

and Phone Conference	limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

**Documentation**

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

**PROJECT PERIOD:**

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

**DURATION:**

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

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

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$5,714.29
II.	Employee Related Expenses (ERE-40%)	\$2,285.71
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$8,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$8,000.00.

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

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**Reporting Period**

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

**I. Project Monitoring, Reports, and Inspections**

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

**II. Reimbursement of Eligible Expenses**

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

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

### **III. Property Agreement**

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

### **IV. Travel**

#### In-State and Out-of-State Travel

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

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

### **V. Standard of Performance**

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

### **VI. Hold Harmless Agreement**

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

**VII. Non-Assignment and Sub-Contracts**

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

**VIII. Work Products and Title to Commodities and Equipment**

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

**IX. Copyrights and Patents**

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

**X. Uniform Administrative Requirements**

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

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

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

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

**XI. Non-Discrimination**

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

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

**XII. Executive Order 2009-09**

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

**XIII. Application of Hatch Act**

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

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

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

**XV. Arbitration Clause, ARS §12-1518**

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

**XVI. Inspection and Audit, ARS §35-214**

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

**XVII. Appropriation of Funds by U.S. Congress**

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

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

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

**XXI. Cancellation Statute**

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

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

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

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

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

**Certificate of Compliance**

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

**Certification of Non-Duplication of Grant Funds Expenditure**

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

**Single Audit Act**

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

**Buy America Act**

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

**Prohibition on Using Grant Funds to Check for Helmet Usage**

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

**Certification Regarding Debarment and Suspension**

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

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

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

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

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

**Instructions for Lower Tier Certification**

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

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

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

**REIMBURSEMENT INSTRUCTIONS**

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

Name: Jeff Soderquist

Title: Patrol Sergeant

Telephone Number: 928 337 4321 Fax Number: 928 337-2709

E-mail Address: jsoderquist@co.apache.ar.us

**2. Agency's Fiscal Contact:**

Name: Sandy Rupp

Title: Finance Clerk

Telephone Number: 928 337 7584 Fax Number: 928 337 2709

E-mail Address: srupp@co.apache.ar.us

Federal Identification Number: 86-6000385

**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Apache County Sheriff's Office

Warrant/Check to be mailed to:

Attn: Sandy Rupp  
(Agency)

PO Box 518  
(Address)

St Johns AZ 85936  
(City, State, Zip Code)

**4. DUNS Number:**

170320027  
(DUNS #)

370 S Washington St. ST Johns, AZ 85936  
(Registered Address & Zip Code)

**Restriction on State Lobbying**

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

Joseph Dedman Jr, Sheriff  
Apache County Sheriff's Office

\_\_\_\_\_

\_\_\_\_\_  
Date Telephone

*Signature of Authorized Official of  
Governmental Unit:*

Ryan Patterson, County Manager  
Apache County

\_\_\_\_\_

\_\_\_\_\_  
Date Telephone



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 11/23/20

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL AWARD BID FOR THE ROOF PROJECTS AT THE ANNEX AND THE COURTHOUSE.

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: 

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

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

*Office of  
Apache County Engineer  
P.O. Box 238, St. Johns, AZ 85936  
[fcrosby@co.apache.az.us](mailto:fcrosby@co.apache.az.us)*

J. Ferrin Crosby, P.E.  
County Engineer

Telephone: 928.337.7528  
Facsimile: 928.337.2062

November 23, 2020

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid # 202101.

QUALITY 1 <sup>ST</sup> ROOFING	COURTHOUSE	\$ 97,550.00
	ANNEX	\$159,390.00

It is the recommendation of the Engineer's Office to award Bid # 202101 to QUALITY 1<sup>ST</sup> ROOFING. They were the sole bidder.

Thank you,

Dale Hauser  
Engineering Department



APACHE COUNTY IS SOLICITING BIDS FOR INSTALLATION OF A DURALAST ROOF SYSTEM FOR THE APACHE COUNTY ST. JOHNS COURTHOUSE

SPECIFICATIONS:

TEAR OFF AND DISPOSE OF EXISTING FOAM ROOF AND SECONDARY ROOF WHERE APPLICABLE  
INSPECT EXISTING ROOF SHEETING AND FLASHING  
SUBMITTAL FOR POSSIBLE CHANGE ORDER FOR ANY NECESSARY ROOF REPAIR  
CLEAN AND PREP EXISTING ROOF AS REQUIRED BY MANUFACTURER  
PROVIDE AND INSTALL ONE (1) LAYER OF 3/8" OR 1/2" SEPARATOR SHEET MECHANICALLY ATTACHED  
PROVIDE AND INSTALL 50 MIL DURO-LAST THERMOPLASTIC ROOF SYSTEM, MECHANICALLY ATTACHED  
PROVIDE AND INSTALL ALL NEW DURO-LAST PARAPETS, CURBS, PIPE FLASHING, AND PITCH PANS ETC.  
PROVIDE AND INSTALL ANY OTHER DURO-LAST COMPONENTS THAT ARE NEEDED SUCH AS TWO-WAY BREATHERS, FASTENERS, CAULKING, ETC.  
INSTALL WALK PADS FOR SERVICE SIDE OF ROOF UNITS AND ACCESS POINTS  
CLEAN UP AND HAUL ALL PROJECT TRASH AWAY  
20 YEAR WARRANTY NDL (NO DOLLAR LIMIT)  
TWO (2) YEAR CONTRACTOR WORKMANSHIP WARRANTY  
TERMS, NOTES AND EXCLUSIONS ETC.  
PORT A POTTY ON SITE  
TRIP CHARGES IF APPLICABLE  
TAXES

TOTAL BID PRICE \$ 97,550<sup>00</sup> Includes 500' walk pads  
JOB START AFTER BID AWARD 1.5 - 2 weeks  
TIME LENGTH OF PROJECT 2.5 - 3 weeks  
VENDOR NAME Quality 1st Roofing Inc  
AUTHORIZED SIGNATURE Matthew Fuller  
BID DEADLINE

APACHE COUNTY IS SOLICITING BIDS FOR INSTALLATION OF A DURALAST ROOF SYSTEM FOR THE APACHE COUNTY ST. JOHNS ANNEX

SPECIFICATIONS:

- TEAR OFF AND DISPOSE OF EXISTING FOAM ROOF AND SECONDARY ROOF WHERE APPLICABLE
- INSPECT EXISTING ROOF SHEETING AND FLASHING
- SUBMITTAL FOR POSSIBLE CHANGE ORDER FOR ANY NECESSARY ROOF REPAIR
- CLEAN AND PREP EXISTING ROOF AS REQUIRED BY MANUFACTURER
- PROVIDE AND INSTALL ONE (1) LAYER OF 3/8" OR 1/2" SEPARATOR SHEET MECHANICALLY ATTACHED
- PROVIDE AND INSTALL 50 MIL DURO-LAST THERMOPLASTIC ROOF SYSTEM, MECHANICALLY ATTACHED
- PROVIDE AND INSTALL ALL NEW DURO-LAST PARAPETS, CURBS, PIPE FLASHING, AND PITCH PANS ETC.
- PROVIDE AND INSTALL ANY OTHER DURO-LAST COMPONENTS THAT ARE NEEDED SUCH AS TWO-WAY BREATHERS, FASTENERS, CAULKING, ETC.
- INSTALL WALK PADS FOR SERVICE SIDE OF ROOF UNITS AND ACCESS POINTS
- CLEAN UP AND HAUL ALL PROJECT TRASH AWAY
- 20 YEAR WARRANTY NDL (NO DOLLAR LIMIT)
- TWO (2) YEAR CONTRACTOR WORKMANSHIP WARRANTY
- TERMS, NOTES AND EXCLUSIONS ETC.
- PORT A POTTY ON SITE
- TRIP CHARGES IF APPLICABLE
- TAXES

TOTAL BID PRICE \$ 159,390.00 includes 650' walk pad  
JOB START AFTER BID AWARD 1.5-2 weeks  
TIME LENGTH OF PROJECT 5-6 weeks  
VENDOR NAME Quality 1st Roofing Inc  
AUTHORIZED SIGNATURE Deborah Fillion  
BID DEADLINE

## BID NOTICE

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR THE INSTALLATION OF TWO (2) NEW ROOF COATING SYSTEMS.

BID SPECIFICATIONS FOR BID #202101 MAY BE OBTAINED BY CONTACTING THE APACHE COUNTY ENGINEERING DEPARTMENT , P.O. BOX 238, ST. JOHNS, AZ 85936 OR MAY BE PICKED UP AT 75 WEST CLEVELAND , ST JOHNS AZ, IN THE ANNEX BUILDING.

**BID DEADLINE FOR BID #202101 IS 2:00 PM, MONDAY NOVEMBER 16<sup>TH</sup> 2020 AT WHICH TIME A PUBLIC BID OPENING WILL BE HELD. SEND BIDS TO THE ABOVE ADDRESS IDENTIFIED ON THE ENVELOPE AS “ BID # 202101.....ROOF PROJECTS”.**

THE BOARD OF SUPERVISORS WILL AWARD THE BID ON **TUESDAY DECEMBER 1 2020**, AT THE REGULARLY SCHEDULED MEETING.

**THE BOARD OF SUPERVISORS RESERVES THE RIGHT TO REJECT PART OR ALL OF THE BID.**



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:

*Santhya H. H.*

11-16-2020

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 professional services agreement with REDW, LLC to prepare the government-wide and fund financial statements for the County along with related footnotes, required supplementary information (RSI) and supplementary information other than RSI for the year ended June 30, 2020.

BOS Meeting Date Requested December 1, 2020

Legal Review:

*Per Timothy  
Sent to Legal*

PRE-AGENDA ITEM REVIEW

Signature

*[Handwritten Signature]*

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

November 5, 2020

Timothy Hinton, Finance Director  
Apache County Arizona  
PO Box 428  
St. Johns, Arizona, 85936

Dear Timothy:

We are pleased to confirm our understanding of the services we are to provide Apache County Arizona (the "County") for the year ended June 30, 2020. We will prepare the government-wide and fund financial statements for the County along with the related footnotes, required supplementary information (RSI) and supplementary information other than RSI.

We will not express an opinion or provide any assurance on the financial statements or related footnotes. Additionally, we will not provide reports related to internal controls related to the financial statements or internal controls related to major programs. We will also not express an opinion or provide any assurance on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Independence Matters**

Our services do not include authorizing, executing or consummating transactions or otherwise exercising authority on your behalf, preparing source documents evidencing the occurrence of a transaction, or supervising the County's employees in the performance of their normal recurring activities. Under no circumstances will we take on the role of management, make management decisions, provide any oversight of your financial reporting function, or design or implement internal control or other systems.

Management is responsible for the aforementioned financial statements and all accompanying information as well as all representations contained therein. Management is responsible for selecting the appropriate financial reporting framework. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements. Management is responsible for making all management decisions and performing all management functions relating to the financial statements, SEFA, and related notes and for accepting full responsibility for such decisions. Further, management is required to designate an individual with suitable skill, knowledge, or experience to oversee the services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Timothy Hinton, Finance Director  
November 5, 2020  
Page Two

Management is also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

### **Engagement Administration, Fees, and Other**

We understand that the County's employees will properly reconcile and adjust general ledger account balances and will prepare or provide copies of reconciliations, detail schedules and other information supporting financial statement balances, footnotes and the schedule of expenditures of federal awards.

Tom Friend is the engagement principal and is responsible for supervising the engagement. Our engagement ends on delivery of the financial statements. Any follow-up services that might be required will be a separate, new engagement. We may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We estimate that we will need approximately 250-275 hours. Our fee for the services described herein will be approximately \$33,750 – \$37,125 at our average billing rate of \$135 per hour. It is based on the assumptions that unexpected circumstances will not be encountered during the engagement and that the County's employees will record all transactions and properly reconcile and adjust general ledger account balances in accordance with U.S. generally accepted accounting principles, and will fully cooperate and provide timely assistance to include, but not be limited to: preparing or providing copies of reconciliations, detail schedules and other information supporting financial statement balances, footnotes and the SEFA. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If any extended services are requested by the County, or if such services are required to complete the engagement (for example, if accounting records are not reconciled or otherwise not ready for financial statement preparation), they would be billed additionally between \$125 and \$330 per hour depending upon the degree of responsibility involved and the experience level of the personnel assigned. In that case, we will discuss the situation with you before proceeding.

Our invoices for these fees will be due as work progresses. Account balances outstanding over 60 days will be charged a late fee at the rate of 1½% per month. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

Timothy Hinton, Finance Director  
November 5, 2020  
Page Three

engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination, plus our costs of collection, including late charges and attorney fees.

The County agrees that REDW shall not be liable to the County, nor any other person or entity for any claims, demands, damages, losses, penalties or expenses arising from an engagement, or from the services provided under an engagement except to the extent as provided in the following paragraph. Our services are not designed to detect fraud, irregularities or misrepresentations in accounting, investment or other materials provided to us or to the County and used in connection with the performance of our services. Our responsibility is limited to the period(s) covered by the services that we provide and does not extend to any earlier or later periods. Should information become known that would make our continued involvement in any engagement inappropriate, we reserve the right to withdraw from the engagement.

The County agrees that our maximum liability to the County for any negligent errors or omissions committed by us in the performance of an engagement will be limited to the amount of our fees for the engagement, except to the extent determined to result from our gross negligence or willful misconduct. In the event that we are found to have acted with willful misconduct or gross negligence, resulting in damages to the County, the damages against REDW shall be limited to the actual amount of damages caused by such gross negligence or willful misconduct. In no event shall REDW be liable for special, punitive, exemplary or consequential damages. Unless REDW expressly agrees otherwise, REDW shall not be liable for any damages resulting from any delay in the anticipated completion of the work under any engagement. The County shall indemnify and hold REDW and its personnel harmless from and against any claims, liabilities, costs and expenses (including, without limitation, attorney's fees and the time of REDW personnel involved) brought against, paid or incurred by REDW at any time and in any way arising out of or relating to REDW's services under this engagement, except to the extent finally determined to have resulted from the gross negligence or willful misconduct of REDW personnel.

In the unlikely event the County and REDW differ about our services or fees, and cannot resolve the differences ourselves, both parties agree the matter will probably involve complex business or accounting issues. Accordingly, the County and REDW agree to waive any right to a trial by jury in any action, proceeding or counterclaim arising from or relating to our services and fees from any engagement. In order to resolve any differences ourselves, if possible, and to attempt to minimize any costs associated with resolving our differences, the County and REDW agree to first use formal mediation, conducted by a neutral facilitator acceptable to both parties. If the County and REDW cannot agree upon a neutral facilitator within thirty days of a demand for mediation, both parties agree to use a mediator appointed by and mediation pursuant to rules established by the American Arbitration Association. If mediation is unsuccessful, both parties agree such issues would be decided most equitably to us both by arbitration. Any arbitration shall be conducted in Phoenix, Arizona. Any party desiring to submit a dispute to arbitration shall give

Timothy Hinton, Finance Director  
November 5, 2020  
Page Four

notice in writing to the other of its desire to arbitrate and specifying the dispute. The parties shall have thirty (30) business days to agree upon an arbitrator or failing agreement, each party shall select their own arbitrator within such time who shall then select the arbitrator for the dispute.

The County agrees to indemnify and hold harmless REDW<sub>LLC</sub>, its affiliates, members, directors, officers, employees and agents, of and from all liabilities, cost, claims and expenses (including reasonable attorneys' fees) incurred by or imposed on REDW arising out of or in connection with, REDW's performance of its duties under each engagement.

Thank you for the opportunity to continue to serve the County. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and date the enclosed copy and return it to us.

Sincerely,

REDW<sub>LLC</sub>



Thomas L. Friend, CPA  
Principal

TF:kp

Confirmed on behalf of:

**Apache County Arizona**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Attachment A – Terms and Conditions of Engagement*

## ATTACHMENT A

### Terms and Conditions of Engagement

It is our policy to set forth the terms and conditions under which REDW<sub>LLC</sub>, and its affiliates (collectively, “REDW” and sometimes we, us, our), will provide the professional and related services to Apache County Arizona (“Client” sometimes you, your) as set forth in the accompanying engagement letter.

By signing the engagement letter, you have agreed to all of the terms and conditions in this Attachment A. In the event that there is a conflict between this Attachment A and the engagement letter, including any Statements of Work or attachments (Agreement), the terms of the engagement letter shall control. Any capitalized terms in this Attachment A that are not defined shall have the meanings in the engagement letter. Please review these terms carefully and contact us immediately with any questions or concerns.

Recognizing that at times REDW’s work may pertain not only to you but also to various subsidiaries, affiliates, advisors and contractors, partnerships, companies, heirs, estates, trusts or foundations, you agree, as may be requested by REDW from time to time (including subsequent to completion of the Services), to obtain written consent/acceptance of their agreement to the terms of this Agreement. Furthermore, you represent and warrant that this Agreement shall be binding on each party hereto and on each of our respective subsidiaries, successors, assigns and legal representatives.

#### SCOPE OF WORK

It is our practice to confirm the scope and nature of our services, which are described in the accompanying engagement letter. If the scope of work changes in a material way from the description in the engagement letter, we will generally send you a new or modified engagement letter. There may be situations where we do not send a new or modified engagement letter when the scope of work changes, however, you agree to the modified scope of work unless you direct us in writing not to pursue the modified scope of work.

#### FEE SCHEDULE

The fees for the services to be performed by REDW are specified in the engagement letter or an attachment thereto. REDW will timely notify Client if there are changes in the applicable fee schedule. In the absence of a formal engagement letter for a particular matter, the fees for services will be charged based on REDW’s standard hourly rates for its employees and contractors. For engagements involving fees based on hourly rates, REDW’s hourly rates are periodically adjusted based on experience and market factors.

REDW has the right to bill or automatically charge for services. Client shall promptly pay upon receipt of the invoice. Invoices for REDW's fees will be rendered periodically (typically monthly and/or upon completion of major milestones) on open account as work progresses and are payable on presentation. We may require substantial payment for our services prior to completion of the work or delivery of the work product contemplated by the engagement. As set forth in the engagement letter, outstanding account balances may be charged a late fee. Client agrees that our fees and expenses are not contingent on the type of result reached by us, or the ultimate outcome of matters in which our engagement may be used.

In accordance with REDW policy, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

#### **CLIENT RESPONSIBILITIES**

With regard to each professional engagement by us, there are responsibilities of Client which enable us to properly provide the services requested by Client. These may be further listed in the text of the engagement letter. The responsibilities are important for REDW to be able to provide its requested services and if Client fails to meet its responsibilities, REDW will either be excused from performance or its performance may be delayed and/or compromised.

In certain engagements, a third party (such as Client's attorneys) will have some responsibilities in connection with the engagement. In such events the engagement letter will specify those responsibilities. Client shall ensure that the third party responsibilities are timely completed.

To the extent that Client provides REDW information as part of its responsibilities, you warrant that information supplied or to be supplied to REDW by you and/or your representatives is complete, accurate and authentic to the best of your knowledge. Our personnel assigned to any work hereunder will not be assumed or deemed to have knowledge of information provided to others, whether external to REDW or in connection with other REDW engagements.

#### **DOCUMENTATION**

Our professional standards require us to maintain sufficient documentation to support our work. REDW will maintain this documentation in accordance with our document retention policies, which may be amended from time to time. Documents and information supplied to us will be presumed to be copies of original documents and may be retained by REDW as part of our work documentation. As part of our regular procedures, documents and information supplied to REDW may be saved in electronic format and the physical copies destroyed. REDW will not be responsible for the safekeeping of documents and will not be responsible for documents and information that may be lost, damaged or destroyed. To the extent that we have copies of your information, we will protect and safeguard your information from unauthorized disclosure. Should you request copies of documents and information previously supplied to us, we will make best efforts to comply with the request, and may bill you at standard rates for time and copy charges.

Research, analysis and other work documentation created by REDW for each engagement are the property of REDW and may include proprietary and confidential information. REDW shall be under no obligation to provide Client with any work documentation, working drafts or work products other than the completed final work product(s) (including completed preliminary drafts thereof) agreed to and contemplated by the scope of each engagement. With prior arrangements, our work documentation will be available to Client and/or your representatives for supervised inspection at REDW's offices. If access to any of the materials in REDW's possession relating to an engagement is sought by a third party through a subpoena or other legal process, we will notify Client of such action and cooperate with Client concerning our response thereto. In the event that REDW and/or its representatives are subpoenaed as a result of any work performed in connection with an engagement, Client agrees to compensate us for our time involved in responding to such subpoena(s).

### **DELIVERABLES**

The Client's use of REDW's Services or deliverables (except for copies of filed tax returns) shall in any event be limited to the item's stated purpose (if any) and is not to be relied upon by third parties for any other purposes. You agree to protect our deliverables from unauthorized use and prevent disclosure of the deliverables to unauthorized third parties.

### **BASIS FOR OUR CONCLUSIONS**

Our conclusions provided as part of our Services are limited solely to the matters for which we were engaged. No conclusions should be inferred as to any matters not specifically covered in the Agreement. Further, the conclusions are based upon the facts and information presented by you and may be inapplicable if the actual facts differ from those presented in any respect.

You should understand that the technical issues REDW will address are not free from doubt. Another party, such as a judicial authority or a governmental agency, might reach different conclusions.

### **ELECTRONIC COMMUNICATIONS**

The parties agree to the use of email and other electronic methods to transmit and receive information, including confidential information, between the parties and between REDW and outside specialists or other entities engaged by either us or you. We may use secured portals, share files, and/or a secure cloud based document sharing site (collectively referred to as "secured systems") to provide for the secure transfer of and access to information that we request from you in connection with our work (commonly referred to as PBC's or Prepared By Client schedules), and you agree to comply with the terms and conditions of using such systems.

These secured systems allow us to more efficiently interact with you as we perform our work for you, and access to stored documents and data will be available to you and to us through these means. Documents and data that are delivered and stored through these secured systems are protected and reasonable steps are taken to ensure that your documents and data are safe but, as with any data storage and transfer, there are risks of breach. You are responsible for properly controlling access to and proper use of the secured systems by your personnel. In the event you do not consent to the use of the secured systems, you will need to notify us in writing and as a

result, the cost of our services may increase and the length of time to complete our engagement may also increase.

We shall not be liable for any loss, damage, expense, inconvenience, or harm resulting from the loss, delay, interception, corruption, unauthorized access to or alteration of any electronic communication or electronically provided document due to any reason beyond our reasonable control.

### EXCLUSIONS

Unless expressly provided for, our services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Moreover, our costs, expenses and time spent in legal and regulatory matters or proceedings to which we are not a party and the services are not at issue, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulation inquiries, whether made at your request, the request of a third party or by subpoena or equivalent, will be billed to you separately at our then current rates. The terms of this paragraph shall apply to any third party proceedings that arise after the termination of this Agreement.

Except as set forth in our engagement letter, our services are not designed to detect fraud, irregularities or misrepresentations in accounting, investment or other materials provided to us or to Client and used in connection with the performance of our services. Our responsibility is limited to the period(s) covered by the services that we provide and does not extend to any earlier or later periods. Should information become known that would make our continued involvement in any engagement inappropriate, we reserve the right to withdraw from the engagement.

### LIMITATION OF REDW'S LIABILITY AND DAMAGES

With respect to the Services and this Agreement generally, in no event shall the liability of REDW and its present and former partners, principals, members, officers, directors, employees, agents and contractors for any claim, including but not limited to REDW's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of REDW's gross negligence, willful misconduct or fraud and in such event the damages against REDW shall be limited to the actual amount of damages caused by such gross negligence, willful misconduct or fraud. In no event shall REDW be liable for, and you hereby waive, any indirect, consequential, incidental, special, punitive, exemplary or consequential damages (nor any lost profits, taxes, interest, penalties, loss of savings, or lost business opportunity).

Unless REDW expressly agrees otherwise, REDW shall not be liable for any damages resulting from any delay in the anticipated completion of the work under any engagement.

REDW will not be liable for any claims, costs, damages, losses, penalties or assessments imposed on Client as a result of inaccurate or incorrect information provided by Client or Client's failure to timely supply accurate information to REDW.

## LIMITATION ON PERIOD TO FILE CLAIMS

It is expressly agreed that any claim by or on behalf of either party arising out of the Services, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two years from the earlier of: the date that the report or deliverable is issued; or when the claim becomes known.

## DISPUTE RESOLUTION

In the unlikely event Client and REDW differ about our services or fees, and cannot resolve the differences ourselves, both parties agree the matter will probably involve complex business or accounting issues. Accordingly, Client and REDW agree to waive any right to a trial by jury in any action, proceeding or counterclaim arising from or relating to our services and fees from any engagement. In order to resolve any differences ourselves, if possible, and to attempt to minimize any costs associated with resolving our differences, Client and REDW agree to first use formal mediation, conducted by a neutral facilitator acceptable to both parties. If Client and REDW cannot agree upon a neutral facilitator within thirty (30) days of a demand for mediation, both parties agree to use a mediator appointed by and mediation pursuant to rules established by the American Arbitration Association (AAA). If mediation is unsuccessful, both parties agree such issues would be decided most equitably to us both by arbitration. Any party desiring to submit a dispute to arbitration shall give notice in writing to the other of its desire to arbitrate and specifying the dispute. The arbitration proceeding shall take place in the city in which the REDW office providing the majority of the relevant Services is located unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to terminate or waive mediation, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and attest matters. The arbitrator shall have no authority to award non-monetary, equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential mediation or arbitration.

## INDEMNITY

Client agrees to indemnify and hold harmless REDW, its affiliates, present and former partners, principals, members, directors, officers, employees, agents and contractors for any claim, of and from all liabilities, cost, claims and expenses (including reasonable attorneys' fees) incurred by or imposed on REDW arising out of or in connection with, REDW's performance of its duties under each engagement, except for those arising out of REDW's gross negligence, intentional misconduct or fraud.

You shall, upon the receipt of written notice, indemnify, defend and hold harmless REDW and its present and former partners, principals, members, directors, officers, employees, agents and contractors (collectively the “Indemnified Party”) from and against any liability, damages, fees, expenses, losses, demands and costs (including defense costs) associated with any claim arising from or relating to: (i) your misrepresentations; (ii) any third party claims related to the Services provided under this Agreement; or (iii) false or incomplete information provided to us by you or your agents. You agree to reimburse the Indemnified Party for all reasonable expenses including reasonable attorney’s fees and expenses, as they are incurred in connection with the investigation of, preparation for, or defense of, any pending or threatened claim or action or proceeding arising therefrom, whether or not REDW is a party.

### **NON-SOLICITATION OF EMPLOYEES**

Client understands and agrees that REDW makes a substantial investment in attracting, training and retaining its team members. Loss of team members results in real and immediate costs to REDW. Client agrees that, unless specifically authorized in advance and in writing by the Managing Principal of REDW, Client will not, during the period of time employee is employed by REDW, and for a period of twelve (12) full calendar months after termination of the client’s engagement with REDW for any reason, directly or indirectly solicit, encourage, or induce any employee of REDW to leave the employment of REDW. Client agrees that if at any time during the period of time employee is employed by REDW, and for a period of twelve (12) full calendar months after termination of the engagement with REDW, whether or not employee remains employed by REDW during the waiting period, Client or any other entity with which Client is affiliated, employs or otherwise engages an employee of REDW as an employee or independent contractor, Client will be deemed to have violated this restriction and agrees to pay REDW as liquidated damages an amount equal to the total Form W-2 compensation paid by REDW to the former employee during the three (3) full calendar months ending the month in which such former employee terminated his/her employment with REDW.

### **TERMINATION AND AMENDMENT**

An engagement may be terminated by either party upon thirty (30) days’ written notice to the other party. Notwithstanding the foregoing, REDW may immediately terminate this Agreement in whole or in part, without further obligation to Client in the event that Client commits a material breach of this Agreement. A material breach shall include, without limitation, any failure to timely pay REDW’s invoices as set forth in the engagement letter or in the event Client shall fail or refuse to furnish any information requested by REDW in writing which is necessary to enable REDW to properly perform its services. Further, REDW shall have the right to terminate this Agreement if it discovers practices by you that we deem dishonest, fraudulent, or illegal; or we determine that in our professional judgment, the circumstances require termination of any or all Statements of Work. In the event that either party terminates this Agreement or any or all Statements of Work as set forth in this section, you agree to pay us for the Services, including out-of-pocket expenses and costs, rendered up to the date of such termination.

### **GOVERNING LAW**

All REDW engagements are governed by the laws of the state of in which the REDW office providing the majority of the relevant Services is located, except as superseded by any applicable federal law.

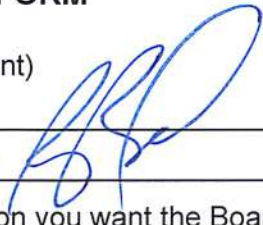
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

11/18/2020 

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 12/1/2020

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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 \_\_\_\_\_