



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Vice Chairman, District II

Nelson Davis
Supervisor, District III

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

June 29, 2021
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Pledge of Allegiance.
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
June 29, 2021**

1. Discussion and possible approval of an Intergovernmental Agreement #CTR055272 Title V Maternal and Child Health/Healthy Arizona Families Amendment #1. This amendment revises the Scope of Work and Price Sheet in the amount of \$91,587 which has been budgeted for in FY22. It also removes Attachment H ADHS Family Planning Policy and Procedure Manual and adds Exhibit A which defines requirements for pass-through entities.
2. Discussion and possible approval of Contract #CTR050593, Amendment #1, Health Start Program. This contract is extended for the second year through July 5, 2022 in the amount of \$119,000 and has been budgeted for in FY21/22.
3. Discussion and possible approval to change the rehire status for previous employee Tina Gonzalez to eligible for rehire.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
June 29, 2021**

1. Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2021 through June 30, 2022 at the rate of \$25.00 per month.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
June 29, 2021**

1. Sit as the Board of Directors and following a public hearing, discussion, and possible approval of the 2021-2022 Final Budgets for the Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education and corresponding tax rates as presented in the budget. A copy of the proposed budgets are available online at www.apachecountyaz.gov or in the County Manager's Office.
2. Sit as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2021-2022 Final Budget and related addendum for Apache County. A copy of the proposed budget and addendum are available online at www.apachecountyaz.gov or in the County Manager's Office.
3. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 1, 2021 to June 29, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
 - *B. Request approval of minutes dated June 1, 2021.
 - *C. Request approval of the tax exemption for the Arizona Southern Baptist Convention for parcel 209-18-010 pursuant to A.R.S. §42-11153. The exemption was filed late due to an administrative oversight within the organization.
4. County Manager: Discussion and possible approval of an Independent Contractor Agreement with Titus Consulting, LLC.

5. District III: Discussion and possible approval of a Letter of Support related to broadband infrastructure.
6. Election Department: Discussion and possible approval to conduct the November 2, 2021 Special Election as a "Ballot by Mail" election for: an Extension of Override for Round Valley Unified School District #10 and a Special Bond and Override for Window Rock Unified School District #8.
7. Engineering Department: Discussion and possible approval to enter into a contract with Woodson Engineering & Survey, Inc., for professional services on County Road C420 (Ganado School Loop). The scope and fee to include project administration topographical survey, civil design and geotechnical investigation. Proposed cost is \$143,240 utilizing District II funds.
8. Emergency Management: In accordance with Outdoor Fire Ordinance 2019-10, notification Apache County entered into Stage 2 Fire Restrictions on June 11, 2021.
9. Emergency Management: Discussion and possible approval to extend the WFHF 18-202 grant until August 31, 2021.
10. Emergency Management: Discussion and possible approval of State Homeland Security Grant Program (EMW-2020-SS-00017-S01). This is jointly funded with Navajo and Coconino counties for training and exercise for the North Region. Apache County's portion is \$20,857.33.
11. Recorder's Office: Discussion and possible approval to enter into a contract with Tyler Technologies Inc., to provide an updated recording program at a cost not to exceed \$126,000 utilizing Recorder and General Funds.
12. Sheriff's Office: Discussion and possible approval to award Bid B21-04-001 for Provision of Health Care Services to Advanced Correctional Healthcare.
13. County Attorney's Office: Discussion and possible approval of an Arizona Criminal Justice Commission Grant for Drug, Gang and Violent Crime Control FY2022 Cycle 35, DC-22-020 in the amount of \$72,292.40 with a match of \$24,097.47 for the period of July 1, 2021 through June 30, 2022.
14. Craig Sullivan, Executive Director, County Supervisors Association: Report on recent County Supervisors Association activities including a discussion on the recent legislative session and budget.
15. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

16. Work Session regarding American Rescue Plan Act and legislative priorities.

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

Posted this 24th day of June, 2021 @ 2:30 p.m. by .



Ryan N. Patterson
Clerk of the Board

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

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

Stephanie McCarthy, Interim Director ACPHSD

Date/Signature: 05/19/2021

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 IGA Contract #CTR055272 Title V Maternal and Child Health Healthy Arizona Families Amendment #1. This Amendment revises the Scope of Work, and Price Sheet in the amount of \$91,587 which has been budgeted for in FY22. It also removes Attachment H ADHS Family Planning Policy and Procedure Manual and adds Exhibit A which defines requirements for pass-through entities.

BOS Meeting Date Requested 06/29/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.:
IGA2020-048

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

Title V Maternal and Child Health Healthy Arizona Families

1. Pursuant to the Terms and Conditions, Provision 6, Contract Changes, section 6.1, It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:
 - 1.1. The Contract No. is revised from IGA2020-048 to CTR055272 due to the Contracts being placed back into the Arizona Procurement Portal;
 - 1.2. The Scope of Work is revised and replaced by the Scope of Work of this Amendment One (1);
 - 1.3. The Price Sheet is revised to include the Price Sheet of this Amendment One (1).
 - 1.4. Attachment H - ADHS Family Planning Policy and Procedure Manual, has been removed.
 - 1.5. Exhibit A has been added.

(CONTINUED ON NEXT PAGE)

All other provisions of this agreement remain unchanged.

Apache County

Contractor Name:

PO BOX 697

Address:

St. Johns

Arizona

85936

City

State

Zip

Authorized Signature

Print Name

Title

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

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

State of Arizona

Signature

Date

Signed this _____ day of _____ 2021.

Print Name

Procurement Officer

Contract No.: **CTR055272**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name



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1. BACKGROUND:

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." The ADHS conducts a five (5) year statewide needs assessment to examine key health indicators and provide a comprehensive overview of the health of Arizonans. ADHS published the 2019 Arizona State Health Assessment which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. This assessment informs other federally funded programs within ADHS that also require statewide needs assessments. One (1) of those programs is the Title V Maternal and Child Health Services Block Grant (hereafter Title V MCH Block Grant) located within the Bureau of Women's and Children's Health (BWCH);
- 1.2. The mission of the BWCH is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." The BWCH administers the federal Title V MCH Block Grant, other federally funded programs, as well as private, and state supported programs;
- 1.3. BWCH is responsible for the implementation of the Health Resources and Services Administration (HRSA) funded Title V MCH Block Grant. Established in 1935, in Title V of the Social Security Act, the goal of the Title V MCH Block grant is to improve the health and well-being of America's mothers, children and families including children with special health care needs by supporting and promoting the development and coordination of systems of care for the MCH population, which are family-centered, community based and culturally appropriate. The Title V MCH Block Grant has five (5) population domains which include: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children with Special Health Care Needs, Adolescent Health. The sixth (6th) domain addresses Cross-Cutting and Systems Building;
- 1.4. The Title V MCH Block Grant also requires that a five (5) year statewide needs assessment be conducted and submitted as one (1) of the grant deliverables. The purpose of the Title V MCH statewide needs assessment is to identify the priority health needs and issues of Arizona's maternal and child health populations through a collaborative and systematic data collection and analytic process with stakeholder input. This needs assessment process is guided by eight (8) overarching principles and values that include:
 - 1.4.1. Listen to those who are not traditionally involved,
 - 1.4.2. Learn from community members as well as the MCH Community,
 - 1.4.3. Honor and respect the work that others in the community and state have completed to assess the well-being of Arizona residents,
 - 1.4.4. Assess health disparities across communities including racial, socioeconomic and access,
 - 1.4.5. Use a life course development approach and address social determinants of health as a framework for planning,
 - 1.4.6. Recognize that social, political and economic policies and conditions impact health outcomes,
 - 1.4.7. Value the community as a core partner in public health and work to assure the equity in health, and
 - 1.4.8. Plan, develop and evaluate programs and systems of care which are comprehensive, community-based, culturally competent, coordinated and effective.



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1.5. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#title-v>).

2. PURPOSE:

The purpose of this IGA is to leverage partnerships between ADHS and Local County Health Departments by providing Title V MCH Block Grant funding to support the implementation of health priorities identified through the Arizona Statewide Needs Assessment and MCH statewide needs assessment. This IGA is intended to provide flexibility to the Local County Health Department to meet the needs of local communities through high impact strategies that align with the 2020-2025 MCH health priorities, the identified national performance measures and administrative functions.

3. OBJECTIVES:

3.1. Counties will implement evidence-based/evidence-informed strategies at the local community level that:

3.1.1. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for pregnant women, mothers and infants up to age one (1) for the Women/Maternal and Perinatal Infant population domains,

3.1.2. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for the Child Health, Adolescent Health and Children with Special Health Care Needs population domains,

3.1.3. Enhance family, youth, and community engagement for all five (5) population domains in the Title V MCH Block Grant including children and families with special health care needs, and

3.1.4. Promote and implement evidence-based or evidence-informed strategies that enhance cross-cutting and system building infrastructure.

4. SCOPE OF WORK:

4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.

4.1.1. Population domains include:

4.1.1.1. Women/Maternal Health – women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;

4.1.1.2. Perinatal/Infant Health – infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after;

4.1.1.3. Child Health – children one (1) to ten (10) years of age;

4.1.1.4. Adolescent Health – young people ages ten (10) to nineteen (19) years of age;



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- 4.1.1.5. Children/Youth with Special Health Care Needs – children/youth with a diverse range of needs ranging from behavioral and emotional conditions to chronic conditions, to more medically complex health issues;
- 4.1.1.6. Cross-cutting and Systems Building - priority need such as oral health, access to care, injury prevention, etc. that is related to program capacity and/or systems-building as it applies to all/any of the MCH population domains; or
- 4.1.1.7. Emerging Issues - projects and/or strategies that become prominent and are unique to a particular County, for example, reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.
- 4.1.2. NPMs selected by the State and identified through the findings of a five (5) year needs assessment include:
 - 4.1.2.1. NPM #1 - Well-woman visits - Percent of women, ages eighteen (18) through forty-four (44), with a preventive medical visit in the past year, and family planning services;
 - 4.1.2.2. NPM #4 Breastfeeding – A) Percent of infants who are ever breastfed and B) Percent of infants breastfed exclusively through six (6) months of age;
 - 4.1.2.3. NPM #6 Developmental Screening - Percent of children, ages nine (9) through thirty-five (35) months, who received a developmental screening using a parent-completed screening tool in the past year;
 - 4.1.2.4. NPM #9 Bullying - Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others;
 - 4.1.2.5. NPM #10 Adolescent well visits - Percent of adolescents, ages twelve (12) through seventeen (17), with a preventive medical visit in the past year;
 - 4.1.2.6. NPM #12 Transition - Percent of adolescents with and without special health care needs, ages twelve (12) through seventeen (17), who received services necessary to make transitions to adult health care; and
 - 4.1.2.7. NPM #13 Preventive dental visits for pregnant women, children and adolescents - A) Percent of women who had a dental visit during pregnancy; and B) Percent of children, ages one (1) through seventeen (17), who had a preventive dental visit in the past year.
- 4.1.3. If strategies selected by the Counties do not align with the State selected NPMs listed above, BWCH in partnership with Counties will develop State Performance Measures (SPMs) as needed to measure priority needs that have not been addressed through the selected NPMs, and
- 4.1.4. Counties may elect to provide Family Planning Services which would qualify under NPM #1 and the Women/Maternal Health population domain:
 - 4.1.4.1. Implement a clinic based reproductive health program which enhances maternal and child health;



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4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age; and

4.1.4.3. Adhere to the ADHS Family Planning Policy and Procedure Manual (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>).

4.2. This IGA offers a variety of evidence-based and evidence-based informed strategies designed to promote and positively impact the health status and outcomes of the MCH population in Arizona. Contingent upon available funding, Local County Health Departments are expected to implement at multiple levels, in accordance with local community needs infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based/evidence-informed strategies (Attachment B) or to propose their own evidence-based/evidence informed strategies that are identified as a need in their communities;

4.3. MCH has created Skill Sets in each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities (Attachment B); and

4.4. Where applicable, strategies shall be inclusive of children with special health care needs. Though counties are not required to implement strategies to specifically target this population, strategies designed for children, adolescents, and families assume an integrated approach that includes this population.

5. EVALUATION:

5.1. Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan; and

5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the new Title V MCH Priorities and Performance Metrics.

6. APPROVALS:

6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;

6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;

6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;



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- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation;
- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and
- 6.8. Request approval in writing to the MCH HAF IGA Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
 - 6.8.1. Requests can be made via email and shall include the following information:
 - 6.8.2. Type of equipment requesting to be purchased,
 - 6.8.3. Cost of equipment, and
 - 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan.

7. TASKS:

- 7.1. The Local County Health Department Contractor shall for the overall IGA:
 - 7.1.1. Develop and submit an Annual Budget Workbook due January 15th of each year for the following year's budget period, including the federally approved indirect rate letter,
 - 7.1.2. Develop and implement an Annual Action Plan within the first forty-five (45) days of each budget period,
 - 7.1.3. Implement the selected approved evidence-based and/or evidence-informed strategies outlined in County Action Plans,
 - 7.1.4. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training, and
 - 7.1.5. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources.
- 7.2. Complete tagging and inventory of equipment in compliance with the policy in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf>;
 - 7.2.1. Submit documents to the MCH HAF Program Manager pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and
 - 7.2.2. Documents shall include the make, model, serial number, and acquisition date of the asset.



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7.3. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual;

7.3.1. <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%200113.pdf>, and

7.3.2. <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.

7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;

7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,

7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;

7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and

7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the MCH HAF Program Manager.

7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>, which includes but is not limited to:

7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.

7.4.3. Justification for providing food at events requires but is not limited to:

7.4.3.1. How providing food serves a valid public purpose and does not violate the "gift clause",

7.4.3.2. Is an integral part of the function, and

7.4.3.3. Benefits to the community.

7.4.4. A speaker/presentation during the time the meal is provided is required, and

7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: <https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>.

7.5. Comply with all federal reporting requirements;



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- 7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;
- 7.7. Counties implementing Family Planning Programs with MCH HAF IGA funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual (Available here: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>); and
- 7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.
- 7.9. ADHS will provide:
- 7.9.1. Review, feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submitting,
 - 7.9.2. Review, feedback, and approval of the annual Budgets Workbooks, CERs and Supporting Documentation within thirty (30) days of submission,
 - 7.9.3. Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,
 - 7.9.4. Samples of evidence-based and/or evidence-informed strategies and supporting resources,
 - 7.9.5. A Quarterly Reporting template upon execution of the IGA,
 - 7.9.6. The Annual Action Plan template upon execution of the IGA,
 - 7.9.7. Annual Budget Workbook and CER templates upon execution of the IGA,
 - 7.9.8. Outcome Measures and examples of process, or intermediate performance measures, as needed,
 - 7.9.9. Access to virtual technical assistance and guidance from ADHS staff, Local County Health Department peers/mentors, and subject matter experts related to the strategies for which the County has received funding, and
 - 7.9.10. Coordinate and conduct annual Contractor site visits.

8. STATE PROVIDED ITEMS:

- 8.1. Attachment A – Maternal and Child Health National Performance Measures Framework;
- 8.2. Attachment B – Evidence-Based/Evidence-Informed Strategies for MCH Domains;
- 8.3. Attachment C – Contractor Expenditure Report (CER);
- 8.4. Attachment D – Financial Supporting Documentation;
- 8.5. Attachment E – Line Item Budget Move Request;
- 8.6. Attachment F – Request for Purchase of Food;



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8.7. Attachment G – Emerging Issues Approval Process;

8.8. Upon execution of IGA:

8.8.1. Action Plan Template,

8.8.2. Quarterly Report Template,

8.8.3. Contractor Expenditure Report (CER) template, and

8.8.4. Budget Workbook Template.

9. Restrictions:

9.1. Funds cannot be used for any of the following:

9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,

9.1.2. Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnancy women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS),

9.1.3. Cash payments to intended service recipients of health services,

9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the ADHS has obtained a waiver from the Secretary of DHHS,

9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,

9.1.6. Providing funds for research or training to any entity other than a public or non-profit private entity, and

9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

10. Deliverables:

10.1. Annual Action Plan within the first forty-five (45) days of each budget period;

10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.

10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.:
IGA2020-048

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.

10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;

10.5. Annual Budget Workbook due by January 15th, for the next year's fiscal period;

10.6. Annual Report forty-five (45) days following the end of each Contract year; and

10.7. Family Planning Programs funded through this IGA will submit monthly data into the Family Planning Database as outlined in the policies and procedures manual.

10.8. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),

10.8.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and

10.8.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.

10.9. Provide the MCH HAF Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:

10.9.1. Name, title, email address and phone numbers,

10.9.2. Staff Resumes, and

10.9.3. Program area assigned.

10.10. Submit the MCH HAF Program Manager of all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;

10.11. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the MCH HAF Program Manager and a IGA amendment issued by ADHS Procurement; and

10.12. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

11.1. Notices, correspondence, reports, supporting documentation, and invoices/CERs from the County contractors to ADHS shall be sent to:

Alison Lucas
MCH HAF Program Manager
Arizona Department of Health Services



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.:
IGA2020-048

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

150 N. 18th Avenue
Phoenix, AZ 85007-3242
Email: alison.lucas@azdhs.gov

11.2. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Contractor	<u>Apache County</u>
Attention	<u>Kimberly Penrod</u>
Address	<u>PO BOX 697</u>
City, State, ZIP	<u>St. Johns, Arizona 85936</u>
Phone	<u></u>
Fax	<u></u>
Email	<u>kpenrod@co.apache.az.us</u>



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.:
IGA2020-048

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

PRICE SHEET

Apache County Department of Public Health
MCH Healthy Arizona Families IGA
Cost-Reimbursement Price Sheet
FY22

ACCOUNT CLASSIFICATION	LINE ITEM TOTALS
PERSONNEL EXPENSES	\$45,353.00
EMPLOYEE RELATED EXPENSES	\$26,917.00
PROFESSIONAL & OUTSIDE SERVICES EXPENSES	\$4,800.00
TRAVEL EXPENSES	\$2,992.00
OCCUPANCY EXPENSES	\$0.00
OTHER OPERATING EXPENSES	\$11,525.00
CAPITAL OUTLAY EXPENSES	\$0.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$0.00
TOTAL \$91,587.00	

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items.

Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.:
IGA2020-048

IGA Amendment No: 1

Procurement Officer
Felicia Marquez

EXHIBIT A - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:

Arizona Department of Health Services

DUNS #

804745420

Federal Award Identification (Grant Number):

1 B04MC40117-01-00

Subrecipient name (which must match the name associated with its unique entity identifier):

Apache County

Subrecipient's unique entity identifier (DUNS #):

82897786

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

B0440117

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency:

03/08/2021

Subaward Period of Performance Start and End Date:

07/01/2020-06/30/2025

Subaward Budget Period Start and End Date:

07/01/2021-06/30/2022

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$53,799.68

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$5,570,064.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$91,587.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Maternal and Child Health Services

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-048	IGA Amendment No: 1	Procurement Officer Felicia Marquez

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Health Resources and Services Administration

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.994 - Maternal and Child Health Services Block Grant to the States

Identification of whether the award is R&D

No

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Stephanie McCarthy, Interim Health Director ACPHSD

Date/Signature: 06/14/2021

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

ACPHSD requests discussion and possible approval of the Contract # CTR050593, Amendment # 1, Health Start Program. This Contract is extended for the second year through July 5, 2022 in the amount of \$119,000. This has been budgeted for FY21/22.

BOS Meeting Date Requested 06/29/21

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
OFFICE OF PROCUREMENT
150 N 18th Ave., Ste. #530
Phoenix, Arizona 85007

CONTRACT NO.: CTR050593

AMENDMENT NO.: 1

Procurement Officer
Kailee Gray

HEALTH START PROGRAM

Effective upon signature by both parties, it is mutually agreed that the Contract referenced in this amendment is amended as follows:

1. Pursuant to the Special Terms and Conditions, Provision Three (3), Contract Extensions Five (5) Year Maximum, the Contract shall be extended for the second (2nd) year through July 5, 2022.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

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

The above referenced Contract Amendment is hereby executed this _____ day of _____ 20____ at Phoenix, Arizona

(To be filled out by Procurement Office)

Contractor Signature

Contractor Signature Date

Authorized Signatory's Name and Title

Apache County Health Services District

Contractor's Name

Procurement Officer Signature

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature:

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

Health Department: Request approval to change the rehire eligibility status for previous employee Tina Gonzalez to "eligible for rehire."

BOS Meeting Date Requested: June 29, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

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

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 6-21-2021

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

Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2021 through June 30, 2022 at the rate of \$25.00 per month.

BOS Meeting Date Requested: June 29, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Vernon Community Park Committee, Vernon, Arizona

LEASED PREMISES

In consideration of the covenants herein made, Lessor does lease to Lessee a portion of the building formerly known as the old Vernon School, which portion includes the entrance and the office on the southeast side of the building, and shared use of the men's and women's restrooms on the following described property:

VERNON TOWNSITE LOTS 2 & 3 BLK 10, APN 106-44-020

TERM

This lease shall be for a term of commencing on the 1st day of July, 2021, and expiring on the 30th day of June, 2022.

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$25.00 per month, with the first payment to occur on or before the 1st day of July, 2021. Thereafter, rent shall become due and payable on the first day of every month.

In the event of late payment (payment after the 10th of the month), the parties agree that a late fee of \$25.00 shall be added to the base rent.

BREACH

Lessee understands that any breach of these terms and conditions of this Lease may result in Lessee being evicted from the premises. In such a case, time is of the essence. Lessee agrees to vacate the premises upon receiving thirty (30) days advance written notice of eviction from the Lessor, should Lessee be responsible for breach of any of the terms and conditions set forth herein.

USE OF PREMISES

Lessee agrees to use the leased premises for the sole purpose of operating a monthly Community Food Bank. The Vernon Food Pantry will store and distribute perishable and non-perishable foods from said office. Lessee shall not substantially change from such type of business operations without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

Lessee may not sublease or assign this lease to any third party without the express written permission of the Lessor.

INSPECTION OF PREMISES

From time to time during the existence of this Lease, Lessor shall have the right, at a reasonable time and upon reasonable notice to the Lessee and without interfering with the business of the Lessee, to enter and show the Leased Premises to any prospective buyer, mortgagees, or potential Lessees.

MAINTENANCE OF PREMISES

Lessee shall, during the term of the tenancy, maintain the interior of said premises in good and sanitary order, condition and repair. Lessor shall provide routine maintenance of the hallway, restrooms and grounds.

Lessee shall not make such alterations, additions, or improvements in such parts of the leased premises without the written permission of the Lessor. Lessee shall inform the Lessor in the event the leased premises needs regular or routine maintenance and the Lessor shall assume all costs associated with those necessary repairs. Lessee hereby waives the right to make repairs at the expense of the Lessor.

Notwithstanding the above provision regarding regular and routine maintenance, any damage to the Leased Premises which is the direct result of the conduct of the Lessee shall be the financial responsibility of the Lessee.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon thirty (30) days advance written notice.

The parties hereto also acknowledge that they are aware of the conflict of interest provisions contained in A.R.S § 38-511 and are further aware that this contract may be terminated under the conditions set forth by statute.

DESTRUCTION OF PREMISES

If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

UTILITIES

Lessor shall be liable for electricity, gas, and water utility expenses associated with the leased premises. Lessee shall assume responsibility for telephone, internet, and garbage collection.

SIGNAGE

Lessee shall be allowed to place reasonable signage on the exterior of the building which designates the names of the Lessee. However, no signage may be placed on the building which would permanently alter the exterior appearance of the building, and the Library District reserves the right to approve any signage before it is permanently affixed.

INSURANCE

The Lessee agrees to indemnify, defend and hold harmless the Lessor and its officers and employees from any claims, damages, losses and expenses arising or alleged to have arisen from the operation of the Vernon Food Pantry and the distribution of food products by the Lessor or Vernon Food Pantry.

For the term of this Lease Agreement and any subsequent renewal of the lease, Lessee shall purchase and maintain commercial general liability insurance with limits of \$1,000,000 per occurrence, a \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate. The policy shall contain a waiver of subrogation against the Lessor and name the Lessor and its employees as an additional insured.

For the term of this Lease Agreement and any subsequent renewal of the lease, the Lessor shall maintain general liability insurance of \$1,000,000 and evidence of that insurance by providing Lessee with a Certificate of Insurance.

MEDIATION AND JURISDICTION

In the event of a dispute between the parties to this agreement, it is agreed that the parties will seek mediation of their dispute prior to bringing an action in Court. In the event the parties are unable to resolve their disputes in that forum, any lawsuits that arise out of this contract shall be litigated in the Courts of Apache County, Arizona.

ENTIRE AGREEMENT

This lease constitutes the entire agreement of the parties and no representations have been made by the parties other than those contained herein.

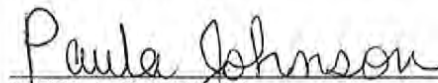
MODIFICATION

No modifications to the lease shall be binding on the parties unless in writing and signed by both Lessor and Lessee.

IN WITNESS WHEREOF the parties hereto have executed this Lease by proper person duly authorized to do so on the date designated below.

Executed this ____ day of _____, 2021, at Apache County, Arizona.

DR. JOE SHIRLEY, JR.
Chairman, Apache County Library Board



PAULA JOHNSON
President, Vernon Community Park Committee

Pros and Cons of continuing to rent office space to Vernon Community Park Committee in anterior portion of the Vernon Public Library building at \$25.00 per month.

The agenda item reads:

Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2021 through June 30, 2022 at the rate of \$25.00 per month.

Pros

- Providing access to services for low income residents not otherwise available in the area (The Park Committee runs the food pantry for the area.)
- Continued good relations with the Vernon community
- Greater security of the building in that people are in and out and aware of the surrounding space

Cons

- Chance of damage to building
- Wear on building
- Limited use of the building

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time signed

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

Finance

Date/Signature:  6/21/2021

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

Sit as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2021-2022 Final Budget for the Apache County Library District, Apache County Public Health Services district, Apache County Flood Control District, Apache Count Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education and corresponding tax rates as presented in the budget. A copy of the proposed budgets are available online at www.apachecountyaz.gov or in the County Manager's Office.

BOS Meeting Date Requested June 29, 2021

Booked on next agenda item

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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)

Finance

Date/Signature: _____ 6/21/2021

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

Sit as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2021-2022 Final Budget and related addendum for Apache County. A copy of the proposed budget and addendum are available online at www.apachecountyaz.gov or in the County Manager's Office.

BOS Meeting Date Requested June 29, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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

FY22 BUDGET ADENDUM

Countywide

Grant a 3% COLA increase for all eligible County employees, and adjust salary ranges by 6%.

Retroactively apply the full 3% COLA increase approved January 1, 2021, for current employees who did not receive the full increase due to range maximums.

Attorney's Office

Update the salary ranges in accordance with the Attorney's Office Compensation Adjustment Proposal.

District I

Create the position of Chief of Staff.

Convert two Secretary positions (Range 24) to two Administrative Assistant I positions (Range 26).

Increase the salary of employee 451 to \$42,587.22, (includes 3% COLA).

Increase the salary of employee 394 to \$33,364.38, (includes 3% COLA).

Increase the salary of employee 551 to \$94,452.80, (includes 3% COLA).

Increase the salary of employee 240 to \$50,332.69, (includes 3% COLA).

Emergency Management

Increase the salary of employee 1083 to \$52,324.65 (includes 3% COLA).

Engineering

Increase the salary of employee 1104 to \$77,032.67, (includes 3% COLA).

Human Resources

Update the salary range for the position of Director of Facilities and Construction from 58 to 68.

Sheriff's Office

Convert a Fleet Manager/Mechanic position to a Facilities and Construction Worker III.

Update salary ranges in accordance with the Sheriff's Office Compensation Adjustment Proposal.

Create three (3) grant funded Deputy positions for the Chinle Unified School District School Resources Officer Program.

Create an Evidence Technician Position .

Superior Court

Increase the salary of employee 993 to \$43,084, (includes 3% COLA).

Increase the salary of employee 142 to \$46,153, (includes 3% COLA).

Create the position of Legacy Teen Center Regional Director (range 68) and fill the position within the range.

Attorney's Office Compensation Adjustment Proposal

Position	Current		FY 22 Proposed	
	Range	Minimum	Range	Minimum
Deputy County Attorney I	57	\$ 54,927	61	\$ 60,628
Deputy County Attorney II	63	\$ 63,698	66	\$ 68,595
Deputy County Attorney III	69	\$ 73,871	71	\$ 77,610
Lead Prosecutor	75	\$ 85,667	76	\$ 87,809
Chief Deputy	78	\$ 92,254	81	\$ 99,347

Sheriff's Office Compensation Adjustment Proposal

Current			FY 22 Proposed		
Position	Range	Minimum	Position	Range	Minimum
Sergeant	51	\$ 47,363	Sergeant	54	\$ 51,005
Canine Sergeant	51	\$ 47,363	Canine Sergeant	54	\$ 51,005
Deputy Sheriff I	41	\$ 37,000	Deputy Sheriff	47	\$ 42,909
Deputy Sheriff II	44	\$ 39,845			
Deputy Sheriff III	46	\$ 41,862			
Deputy Sheriff - Civil	46	\$ 41,862			
Deputy Sheriff - Sex Crimes Investigator	46	\$ 41,862			
Detention Sergeant	43	\$ 38,873	Detention Sergeant	47	\$ 42,909
Detention Corporal	39	\$ 35,217	Detention Corporal	44	\$ 39,845
Detention Officer I	31	\$ 28,904	Detention Officer I	36	\$ 32,703
Detention Officer II	33	\$ 30,368	Detention Officer II	38	\$ 34,359
Detention Officer III	35	\$ 31,905	Detention Officer III	40	\$ 36,097
Tower Control Operator	24	\$ 24,316	Tower Control Operator	28	\$ 26,840
Dispatcher/Matron	32	\$ 29,627	Dispatcher/Matron	36	\$ 32,703

All Deputy Sheriff positions (I, II, III, Civil, and Sex Crimes Investigator) will be changed to the position of Deputy Sheriff.

COUNTY BUDGET FORMS

APACHE COUNTY

Fiscal Year 2022

APACHE COUNTY
TABLE OF CONTENTS
Fiscal Year 2022

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2022
APACHE COUNTY

Fiscal Year	S c h	FUNDS							Enterprise Funds Available	Total All Funds
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund				
2021	E	21,767,837	44,185,806	731,500						66,685,143
2021	E	16,751,396	33,919,569	731,500						51,402,465
2022		5,000,000	1,404,263							6,404,263
2022	B	3,007,672								3,007,672
2022	B		7,823,252							7,823,252
2022	C	13,460,902	56,041,044							69,501,946
2022	D									
2022	D									
2022	D	3,016,474	2,039,022							5,055,496
2022	D	1,624,022	3,431,474							5,055,496
2022										
2022										
2022										
2022										
2022										
2022	E	22,861,026	63,676,106							86,737,132
2022	E	22,861,026	63,676,106							86,737,132

EXPENDITURE LIMITATION COMPARISON

	2021	2022
1. Budgeted expenditures/expenses	\$ 66,685,143	\$ 86,737,132
2. Add/subtract: estimated net reconciling items	(14,888,432)	(18,358,404)
3. Budgeted expenditures/expenses adjusted for reconciling items	51,796,711	68,378,728
4. Less: estimated exclusions	34,703,287	53,275,837
5. Amount subject to the expenditure limitation	\$ 17,093,424	\$ 15,102,891
6. EEC expenditure limitation	\$ 17,615,039	\$ 17,999,431

*

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

**

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

APACHE COUNTY
Tax Levy and Tax Rate Information
Fiscal Year 2022

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,956,574</u>	\$ <u>3,067,642</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u> </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>2,956,574</u>	\$ <u>3,007,672</u>
B. Secondary property taxes		
County Library	\$ <u>1,471,727</u>	\$ <u>1,497,307</u>
Public Health District	<u>1,171,384</u>	<u>1,191,655</u>
Jail District	<u>937,108</u>	<u>953,227</u>
Juvenile Jail District	<u>468,554</u>	<u>476,856</u>
Junior College Tuition	<u>2,304,347</u>	<u>2,378,474</u>
Post Secondary Education	<u>702,831</u>	<u>725,439</u>
Flood Control District	<u>163,887</u>	<u>164,545</u>
Libraries Construction Bond	<u>521,500</u>	
Fire District Assistance	<u>429,195</u>	<u>435,747</u>
Total secondary property taxes	\$ <u>8,170,533</u>	\$ <u>7,823,252</u>
C. Total property tax levy amounts	\$ <u>11,127,107</u>	\$ <u>10,830,924</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>2,867,877</u>	
(2) Prior years' levies		
(3) Total primary property taxes	\$ <u>2,867,877</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>7,925,417</u>	
(2) Prior years' levies	<u>134,574</u>	
(3) Total secondary property taxes	\$ <u>8,059,991</u>	
C. Total property taxes collected	\$ <u>10,927,868</u>	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	<u>0.6310</u>	<u>0.6219</u>
(2) Secondary property tax rate		
County Library	<u>0.3141</u>	<u>0.3096</u>
Public Health District	<u>0.2500</u>	<u>0.2464</u>
Jail District	<u>0.2000</u>	<u>0.1971</u>
Juvenile Jail District	<u>0.1000</u>	<u>0.0986</u>
Junior College Tuition	<u>0.4918</u>	<u>0.4918</u>
Post Secondary Education	<u>0.1500</u>	<u>0.1500</u>
Flood Control District	<u>0.0892</u>	<u>0.0860</u>
Libraires Construction Bond	<u>0.1113</u>	<u>0.0000</u>
Fire District Assistance	<u>0.0916</u>	<u>0.0901</u>
(3) Total county tax rate	<u>2.4290</u>	<u>2.2915</u>
B. Special assessment district tax rates		
Secondary property tax rates		
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2022

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2021	2021	2022
GENERAL FUND			
Taxes			
Interest on Delinquent Taxes	\$ 180,000	\$ 10,000	\$ 180,000
SRP Auto Lieu	8,000	21,235	8,000
Prior Year's Taxes	60,000		60,000
Licenses and permits			
Business Licenses	500	-	500
Variance Permits	2,000	1,900	2,000
Building Permits	80,000	86,000	80,000
Flood Plain Review	1,000	1,000	1,000
Subdivision Fees	500	-	500
Minor Division Fees	5,000	5,925	5,000
Intergovernmental			
Federal PILT	1,978,000	1,900,856	2,013,000
State Reimb. JP Salaries	42,400	41,113	42,400
VLT Auto Lieu	606,600	727,804	606,600
State Shared Revenue	5,100,000	6,563,166	6,000,000
County Excise Tax	1,113,000	1,193,139	1,113,000
Lottery	550,050	550,050	550,050
Liquor License	1,500	591	1,500
Charges for Magistrate	70,000	65,516	70,000
Charges for Services	258,842	129,264	258,842
St. in Lieu of Tax	2,056	1,402	2,056
Charges for services			
Recorder	60,000	167,146	60,000
Election Charges	100,000	36,775	100,000
Other Service Fees	-	41,488	
Fines and forfeits			
Defensive Driving	80,000	73,947	80,000
JP Surcharge	34,000	26,803	34,000
JP Puerco	200,000	111,948	200,000
JP Round Valley	80,000	47,731	80,000
JP St. Johns	15,000	10,555	15,000
JP Chinle	25,000	7,955	25,000
Clerk of the Court	50,000	36,953	50,000
Fines	1,000	-	1,000
Unclaimed/Forfeited Bonds	1,000	-	1,000
Investments			
Interest Earnings	20,000	37,436	20,000
Rents, royalties, and commissions			
Rents	35,000	37,436	45,000
Contributions			
Salt River Project - Primary	1,231,133	1,210,458	1,264,354
Miscellaneous			
Vending Machine Fees	600	-	600
Puerco Constable Fees	1,000	1,318	1,000
St. Johns Constable Fees	500	2,503	500
RV Constable Fees	3,000	864	3,000
BOS Land Sales	5,000	-	5,000
Auction Proceeds	10,000	13,684	10,000
School SIT Grant	120,000	-	120,000
Other	351,000	231,095	351,000
Total General Fund	\$ 12,482,681	\$ 13,395,056	\$ 13,460,902

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2022

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2021	2021	2022
SPECIAL REVENUE FUNDS			
Road Fund			
Highway User Revenue Funds	\$ 6,620,000	\$ 7,874,681	\$ 8,600,000
VLT Auto Lieu	2,346,000	2,692,702	3,000,000
Other Road Fund Revenues	826,186	7,880	907,073
Miscellaneous	1,000,000	-	2,779,861
Total	\$ 10,792,186	\$ 10,575,263	\$ 15,286,934
Library District Fund			
Preceding Year's R.E. Taxes	\$ 40,000	\$ 37,759	\$ 40,000
E-Rate	70,000	41,054	70,000
State Grant	25,000	25,000	25,000
SRP Contribution	612,835	640,118	612,835
Other Service Fees	11,350	12,567	11,350
Fees/Fines	4,500	5,915	4,500
Donations	40,000	5,249	40,000
Other Miscellaneous	600	6,973	600
Interest Earning	4,000	6,257	4,000
Total	\$ 808,285	\$ 780,891	\$ 808,285
Jail District			
Preceding Year's R.E. Taxes	\$ 25,000	\$ 24,633	\$ 25,000
Inmate Housing	500,000	7,843	500,000
Rural County Subsidy	699,000	699,000	-
Salt River Project	390,216	412,953	390,216
Total	\$ 1,614,216	\$ 1,144,229	\$ 915,216
Juvenile Jail District			
Preceding Year's R.E. Taxes	\$ 12,000	\$ 11,018	\$ 12,000
Salt River Project	195,108	185,580	195,108
Juvenile Jail District Housing	500	-	500
Interest Earnings	800	-	800
Total	\$ 208,408	\$ 196,598	\$ 208,408
Junior College			
Preceding Year's R.E. Taxes	30,000	36,574	30,000
State Tuition Assistance	-	-	973,800
Salt River Project	959,492	775,838	959,492
Total	\$ 989,492	\$ 812,412	\$ 1,963,292
Post Secondary Education			
Preceding Year's R.E. Taxes	15,000	16,931	15,000
Salt River Project	292,662	289,646	306,991
Total	\$ 307,662	\$ 306,577	\$ 321,991
Flood Control			
SRP	\$ 19,706	\$ 18,005	19,706
Preceding Year's R.E. Taxes	4,000	7,660	4,000
Total	\$ 23,706	\$ 25,665	\$ 23,706
Fire District Assistance			
SRP	\$ 178,719	\$ 170,477	178,719
Total	\$ 178,719	\$ 170,477	\$ 178,719
Health District			
SRP	487,770	517,225	487,770
Tuberculosis	12,500	12,925	13,248
MCH	50,000	70,591	-
GOHS Health	8,733	-	11,847
Vital Records	68,000	61,733	54,000
STD Prevention	-	5,674	-
Teen Pregnancy Prevention	187,420	149,936	186,880
AZ Nutrition Network	70,000	63,512	70,000
Immunizations	54,000	67,019	778,931
Immunization Fees	78,000	57,767	75,000
Public Fiduciary	8,000	5,800	15,000
Tobacco Prevention	185,000	185,000	185,000
Smoke-Free AZ	70,859	74,588	67,316
WIC	91,050	89,050	97,500
MCHFP	43,087	17,648	91,587
Health Start	119,000	121,071	119,000
Bioterrorism.(PHEP)	212,865	190,100	212,865
COVID19 CTC	-	-	448,000
Environmental Fees - ADHS	32,000	27,836	32,000
Septic Certification ADEQ	34,000	28,515	53,000
Future Grants	100,000	100,000	2,000,000
Total	\$ 1,912,284	\$ 1,845,989	\$ 4,998,944

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2022

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2021	2021	2022
Other Funds			
HAVA	1,000	252	1,000
Limestone Pit	250,000	226,815	250,000
Other Agency Projects	2,000,000	-	2,000,000
Forest Thinning EECO	200,000	17,435	200,000
Transit Funds	20,000	658	20,000
Misc. Revenue	2,300,000	-	2,300,000
Attorney Grants	1,000	-	1,000
Sheriff's Grants	1,557,500	55,000	1,557,500
Forest Fees	571,150	595,196	530,600
Emergency Management	346,361	217,574	346,361
Misc. Grant Funds	7,055,552	-	20,000,000
Juvenile High Risk Court	64,563	48,666	64,563
Extra Juvenile Diversion Fees	100	33	100
Criminal Justice, Attorney	120,000	118,618	120,000
RICO, State & Other	50,000	54,467	50,000
Norviel Decree	21,400	10,987	21,400
DP Services, Schools	389,207	389,207	389,207
Local Court Automation	70,000	19,359	70,000
Jail Enhancement	150,000	150,000	150,000
State Aid to Probation	142,004	125,352	142,004
Family Counseling	12,495	12,898	12,495
SCET/Attorney	92,114	92,114	92,114
Adult Probation Services	163,174	119,616	163,174
CASA	52,870	56,900	52,870
Adult IPS	330,616	241,552	330,616
JCRF	25,000	-	25,000
Juvenile Treatment Services	102,945	117,123	102,945
Juvenile Probation Services	20,000	890	20,000
JIPS	72,761	63,970	72,761
Recorder's Surcharge	25,000	29,652	25,000
Diversion Fees	1,268	487	1,268
Adult Probation Enhancement	365,668	279,461	365,668
SCET/Sheriff	304,271	253,517	304,271
Victim's Compensation	31,731	38,626	31,731
Superior CT, Docket Storage	6,000	5,273	6,000
Victim's Assistance/Rights	30,017	2,750	30,017
VOCA	47,690	23,131	47,690
Bad Check Prosecution	-	1,947	-
Detention Equalization	30,000	479	30,000
Victim's Comp - Restitution	5,000	4,981	5,000
Jail Services	150,000	131,850	150,000
Field Trainer	30,199	25,000	30,199
Extra Adult Probation Fees	500	330	500
Extra Juvenile Probation Fees	125	86	125
Drug Treatment & Ed	11,397	12,179	11,397
Diversion Intake	33,269	22,112	33,269
Diversion Consequence	36,260	28,320	36,260
Drug Testing	34,129	23,542	34,129
Case Processing Assistance	9,313	10,340	9,313
JCEF	50,000	63	50,000
Community Punishment	40,344	49,281	40,344
Prosecution Recovery	30,000	30,469	30,000
Fill the Gap, Attorney	5,000	6,152	5,000
Fill The Gap, Courts	205,658	54,106	205,658
Fill The Gap, Indigent Defense	10,000	-	10,000
Fill The Gap, Court Administration	15,000	15,000	15,000
Prosecution Recovery Sup Ct,	50,000	8,111	50,000
Prosecution Recovery COC	57,000	11,995	57,000
Attorney Diversion	180,000	149,257	180,000
Cinder Pit	30,000	189	30,000
CDBG	300,000	300,000	300,000
Waste Tire Disposal	125,000	113,012	125,000
Total	\$ 18,431,651	\$ 4,366,381	\$ 31,335,549
Total Special Revenue Funds	\$ 35,266,609	\$ 20,224,482	\$ 56,041,044

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2022

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2021	2021	2022
DEBT SERVICE FUNDS			
Library District GOB			
SRP	\$ 210,000	\$ 252,613	\$
Total Debt Service Funds	\$ 210,000	\$ 252,613	\$
CAPITAL PROJECTS FUNDS			
	\$	\$	\$
	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$
PERMANENT FUNDS			
	\$	\$	\$
Total Permanent Funds	\$	\$	\$
ENTERPRISE FUNDS			
	\$	\$	\$
Total Enterprise Funds	\$	\$	\$
TOTAL ALL FUNDS	\$ 47,959,289	\$ 33,872,152	\$ 69,501,946

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

APACHE COUNTY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2022

FUND	OTHER FINANCING 2022		INTERFUND TRANSFERS 2022	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
County Library District	\$	\$	\$ 628,889	\$
Road Fund			951,154	
Public Health District			428,559	105,688
Post Secondary Education			107,128	
Junior College			598,570	
Emergency Management Match				40,420
Flood District			175,173	
SCET/Sheriff - Match				49,202
Victim's Assistance/Rights Match				4,583
Family Counseling				3,271
Drug Testing				3,503
Juvenile Jail District			127,001	378,207
Jail District				1,039,148
Total General Fund	\$	\$	\$ 3,016,474	\$ 1,624,022
SPECIAL REVENUE FUNDS				
County Library District	\$	\$	\$	\$ 628,889
Road Fund				1,366,154
Limestone Pit			250,000	
Public Health District			105,688	428,559
GIS			165,000	
Post Secondary Education				107,128
Junior College				598,570
Flood District				175,173
Emergency Management Match			40,420	
SCET/Sheriff - Match			49,202	
Victim's Assistance/Rights Match			4,583	
Family Counseling			3,271	
Drug Testing			3,503	
Jail District			1,039,148	
Juvenile Jail District			378,207	127,001
Total Special Revenue Funds	\$	\$	\$ 2,039,022	\$ 3,431,474
DEBT SERVICE FUNDS				
Loans	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
	\$	\$	\$	\$
Total Enterprise Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 5,055,496	\$ 5,055,496

APACHE COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2022

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2021	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2021	ACTUAL EXPENDITURES/ EXPENSES* 2021	BUDGETED EXPENDITURES/ EXPENSES 2022
GENERAL FUND				
Assessor	\$ 714,985	-	\$ 672,806	\$ 752,094
Attorney	1,153,131	-	1,094,124	1,281,220
Administration	2,057,811	-	1,898,007	2,188,553
District #1	236,883	-	235,627	236,883
District #2	236,883	-	208,813	236,883
District #3	236,883	-	249,350	236,883
Clerk of the Court	591,511	-	548,639	609,123
Constable Puerco	92,025	-	92,315	91,938
Constable St. Johns	23,114	-	15,863	23,116
Constable Round Valley	37,826	-	34,796	37,826
Contingencies	3,916,190	-	431,447	4,359,620
Data Processing	496,239	-	484,381	536,681
IT Capital Imp. & Software Maintenance	1,000,000	-	354,901	1,000,000
Elections	446,137	-	469,907	336,047
Ground & Maintenance	895,504	-	843,760	973,806
J.P. Chinle	174,502	-	148,372	177,130
J.P. Puerco	343,764	-	337,424	352,258
J.P. St. Johns	231,763	-	221,365	238,669
SJ Magistrate	37,681	-	35,204	39,089
J.P. Round Valley	320,905	-	306,752	330,218
Springerville Magistrate	7,675	-	8,081	7,675
Communication Specialist	95,514	-	95,382	153,997
Economic Development	-	-	-	125,320
Community Development	394,457	-	385,288	350,153
Recorder	554,230	-	543,175	571,345
Superior Court	492,791	-	442,099	505,920
Public Defenders	427,500	-	467,588	427,500
Jury Fees & Expenses	109,797	-	92,472	111,373
Jury Trial Costs	19,869	-	-	19,869
Treasurer	496,847	-	494,586	509,725
Probation/Adult	277,973	-	292,452	284,212
Probation/Juvenile	210,872	-	222,200	216,333
Sheriff	3,483,404	-	3,410,522	3,538,007
Dispatch Services	609,134	-	528,974	621,404
AHCCCS/ALTCS	469,520	-	469,520	469,520
Vehicle Replacement	300,000	-	261,313	300,000
School Superintendent	354,517	-	353,888	390,636
School SIT Grant	120,000	-	-	120,000
Gaming Compact	100,000	-	-	100,000
Total General Fund	\$ 21,767,837	\$ -	\$ 16,751,396	\$ 22,861,026

SPECIAL REVENUE FUNDS

Law Library	\$ 15,500	\$ -	\$ 16,439	\$ 15,500
HAVA	4,000	-	19,008	4,000
Roads				
Engineer	648,874	-	582,217	758,874
District #1	1,751,012	-	1,375,548	2,189,113
Carryover Reserve, District #1	1,136,067	-	634,602	951,929
District #2	1,751,012	-	1,325,923	2,189,113
Carryover Reserve, District #2	692,108	-	507,556	609,641
District #3	2,305,406	-	2,305,406	3,112,872
Carryover Reserve, District #3	759,234	-	712,440	600,000
HURF Support	184,541	-	122,729	184,541
Aviation	110,000	-	119,873	110,000
Liability Insurance	273,000	-	326,792	330,000
Contingency	1,448,309	-	427,843	3,000,000
Other Expenditures	268,326	-	-	268,326
RAC Grant	150,000	-	-	150,000
Forest Thinning - EECO	200,000	-	39,440	200,000
Limestone Pit	500,000	-	658,321	500,000
GIS	145,445	-	105,673	145,445
Other Agency Projects	2,000,000	-	-	2,000,000
Transit Funds	20,000	-	-	20,000
Misc Revenue	2,300,000	-	212,444	2,300,000
Victim's Interest Fund	-	-	-	-
Sheriff's Grants	1,557,500	-	17,252	1,557,500
Forest Fees	571,150	-	558,547	530,600
Emergency Management	346,361	-	581,257	346,361
Misc Grant Funds	7,055,552	-	7,055,552	20,000,000
Juvenile High Risk Court	64,563	-	59,881	64,563
Extra Juvenile Diversion	100	-	-	100
Criminal Justice, Attorney	97,265	-	102,217	97,265
RICO, State & Other	50,000	-	80,897	50,000
Norviel Degree	22,600	-	12,234	22,600
DP Services, Schools	406,160	-	389,207	406,160
Local Court Automation	21,268	-	24,197	21,268
Jail Enhancement	200,000	-	235,038	200,000
State Aid To Probation	153,828	-	148,955	153,828
Family Counseling	12,475	-	6,865	12,475
SCET/Attorney	92,663	-	90,928	92,663
Adult Probation Fees	123,592	-	94,278	123,592
CASA	52,800	-	42,620	52,800
Adult Intens. Supervision	330,462	-	348,418	330,462
JCRF	25,000	-	-	25,000
Juvenile Treatment Services	102,949	-	103,908	102,949
Juv. Probation Fees	5,000	-	1,751	5,000
J.I.P.S.	72,766	-	75,234	72,766
Recorder's Sur-Charge	40,000	-	27,493	40,000
Diversion Fees, Juv Probation	10,000	-	-	10,000
Adult Prob. Enhancement	367,426	-	327,269	367,426
SCET/Sheriff	311,823	-	311,426	311,823
Victim's Compensation	31,731	-	57,371	31,731
S. Court Docket Storage	11,000	-	12,293	11,000
Victim's Assist./Rights	29,548	-	22,253	29,548
VOCA, Attorney	80,862	-	53,910	80,862
Detention Equalization	30,000	-	-	30,000
Jail Services	150,000	-	113,584	150,000
Field Trainer	30,200	-	28,880	30,200
Extra Adult Probation Fees	500	-	-	500
Extra Juvenile Probation Fees	100	-	-	100
Drug Treatment & Education	11,907	-	14,546	11,907
Diversion Intake - Probation	33,269	-	36,922	33,269
Diversion Consequence	41,362	-	39,653	41,362
Drug Testing	50,245	-	41,449	50,245
Case Processing Assistance	5,388	-	14,081	5,388
JCEF	90,000	-	-	90,000
Community Punishment	40,344	-	51,659	40,344
Fill The Gap, Courts	106,717	-	140,592	106,717
Fill The Gap, Indigent Defense	10,000	-	-	10,000

Fill The Gap, Court Administration	15,000	-	11,270	15,000
Prosecution Recovery Sup Ct.	50,000	-	-	50,000
Prosecution Recovery COC	101,270	-	2,130	101,270
Attorney Diversion	180,000	-	105,908	180,000
Cinder Pit	30,000	-	-	30,000
Waste Tire Disposal	125,000	-	86,149	125,000
Special Road Projects	-	-	-	-
CDBG	300,000	-	28,115	300,000
County Library	2,136,537	-	1,699,978	2,109,846
Public Health District	3,414,312	-	2,942,108	6,517,389
Jail District	2,000,000	-	2,744,369	2,450,000
Inmate Housing	500,000	-	-	500,000
Juvenile Jail District	1,091,663	-	1,091,663	1,091,663
Junior College Tuition	2,908,500	-	2,908,500	3,318,196
Post Secondary Education	1,066,128	-	821,991	930,810
Flood Control	150,173	-	90,419	145,484
Fire District Assistance	607,914	-	572,100	621,721
Total Special Revenue Funds	\$ 44,185,806	\$	\$ 33,919,569	\$ 63,876,106
DEBT SERVICE FUNDS				
Library District GOB	731,500	-	731,500	-
Total Debt Service Funds	\$ 731,500	\$	\$ 731,500	\$
CAPITAL PROJECTS FUNDS				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
	\$	\$	\$	\$
Total Enterprise Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 66,685,143	\$	\$ 51,402,465	\$ 86,737,132

APACHE COUNTY
Expenditures/Expenses by Department
Fiscal Year 2022

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2021	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2021	ACTUAL EXPENDITURES/ EXPENSES* 2021	BUDGETED EXPENDITURES/ EXPENSES 2022
ASSESSOR:				
General Fund	\$ 714,985	\$ -	\$ 672,806	\$ 752,094
Department Total	\$ 714,985	\$ -	\$ 672,806	\$ 752,094
ATTORNEY:				
General Fund	\$ 1,153,131	\$ -	\$ 1,094,124	\$ 1,281,220
Victim's Interest Fund	-	-	-	-
Criminal Justice, Attorney	97,265	-	102,217	97,265
RICO, State & Other	50,000	-	80,897	50,000
SCET/Attorney	92,663	-	90,928	92,663
Victim's Compensation	31,731	-	57,371	31,731
Victim's Assistance / Rights	29,548	-	22,253	29,548
VOCA, Attorney	80,862	-	53,910	80,862
Attorney Diversion	180,000	-	105,908	180,000
Department Total	\$ 1,715,200	\$ -	\$ 1,607,608	\$ 1,843,289
BOARD OF SUPERVISORS:				
General Fund	\$ 1,110,649	\$ -	\$ 955,103	\$ 1,110,649
Department Total	\$ 1,110,649	\$ -	\$ 955,103	\$ 1,110,649
COUNTY MANAGER:				
General Fund	\$ 2,057,811	\$ -	\$ 1,898,007	\$ 2,188,553
General Fund - Contingencies	3,916,190	-	431,447	4,359,620
Misc Revenue	2,300,000	-	212,444	2,300,000
Forest Fees	571,150	-	558,547	530,600
AZCares Fund	7,055,552	-	7,055,552	20,000,000
Junior College Tuition Reimbursement	2,908,500	-	2,908,500	3,318,196
Post Secondary Education	1,066,128	-	821,991	930,810
Waste Tire Disposal	125,000	-	86,149	125,000
CDBG	300,000	-	28,115	300,000
Fire District Assistance	607,914	-	572,100	621,721
Department Total	\$ 20,908,245	\$ -	\$ 14,572,852	\$ 34,674,500
CLERK OF THE COURT:				
General Fund	\$ 591,511	\$ -	\$ 548,639	\$ 609,123
Local Court Automation	21,268	-	24,197	21,268
S. Court Docket Storage	11,000	-	12,293	11,000
JCEF	90,000	-	-	90,000
Prosecution Recovery COC	101,270	-	2,130	101,270
Department Total	\$ 815,049	\$ -	\$ 587,259	\$ 832,661
CONSTABLES:				
General Fund	\$ 152,965	\$ -	\$ 142,975	\$ 152,880
Department Total	\$ 152,965	\$ -	\$ 142,975	\$ 152,880

DATA PROCESSING:

General Fund	\$ 1,496,239	\$ -	\$ 839,282	\$ 1,536,881
DP Services, Schools	406,160	-	389,207	406,160
Department Total	\$ 1,902,399	\$ -	\$ 1,228,489	\$ 1,942,841

ELECTIONS:

General Fund	\$ 446,137	\$ -	\$ 469,907	\$ 336,047
HAVA	4,000	-	19,008	4,000
Department Total	\$ 450,137	\$ -	\$ 488,915	\$ 340,047

EMERGENCY SERVICES:

Emergency Services	\$ 346,361	\$ -	\$ 581,257	\$ 346,361
Department Total	\$ 346,361	\$ -	\$ 581,257	\$ 346,361

GROUNDS AND MAINTENANCE:

General Fund	\$ 895,504	\$ -	\$ 843,760	\$ 973,806
Department Total	\$ 895,504	\$ -	\$ 843,760	\$ 973,806

JUSTICES OF THE PEACE:

General Fund	\$ 1,116,290	\$ -	\$ 1,057,199	\$ 1,145,039
Department Total	\$ 1,116,290	\$ -	\$ 1,057,199	\$ 1,145,039

COMMUNICATIONS:

General Fund	\$ 95,514	\$ -	\$ 95,382	\$ 153,997
Department Total	\$ 95,514	\$ -	\$ 95,382	\$ 153,997

Economic Development

General Fund	\$ -	\$ -	\$ -	\$ 125,320
Department Total	\$ 95,514	\$ -	\$ -	\$ 125,320

COMMUNITY DEVELOPMENT:

General Fund	\$ 394,457	\$ -	\$ 385,288	\$ 350,153
Forest Thinning	200,000	-	39,440	200,000
Department Total	\$ 594,457	\$ -	\$ 424,728	\$ 550,153

RECORDER:

General Fund	\$ 554,230	\$ -	\$ 543,175	\$ 571,345
Recorder's Surcharge	40,000	-	27,493	40,000
Department Total	\$ 594,230	\$ -	\$ 570,668	\$ 611,345

SUPERIOR COURT:

General Fund	\$ 1,049,957	\$ -	\$ 1,002,160	\$ 1,064,662
Law Library	15,500	-	16,439	15,500
Juvenile High Risk Court	64,563	-	59,881	64,563
Norviel Decree	22,600	-	12,234	22,600
CASA	52,800	-	42,620	52,800
Field Trainer	30,200	-	28,880	30,200
Case Processing Assistance	5,388	-	14,081	5,388
Fill the Gap, Courts	106,717	-	140,592	106,717
Fill the Gap, Indigent Defense	10,000	-	-	10,000
Fill the Gap, Court Administration	15,000	-	11,270	15,000
Prosecution Recovery Sup Ct.	50,000	-	-	50,000
Department Total	\$ 1,422,725	\$ -	\$ 1,328,157	\$ 1,437,430

TREASURER:

General Fund	\$ 496,847	\$ -	\$ 494,586	\$ 509,725
Department Total	\$ 496,847	\$ -	\$ 494,586	\$ 509,725

PROBATION:

General Fund	\$ 488,845	\$ -	\$ 514,652	\$ 500,545
Extra Juvenile Diversion	100	-	-	100
State Aid to Probation	153,828	-	148,955	153,828
Family Counseling	12,475	-	6,865	12,475
Adult Probation Fees	123,592	-	94,278	123,592
Adult Intensive Supervision	330,462	-	348,418	330,462
Juvenile Treatment Services	102,949	-	103,908	102,949
Juvenile Probation Fees	5,000	-	1,751	5,000
JCRF	25,000	-	-	25,000
J.I.P.S.	72,766	-	75,234	72,766
Adult Probation Enhancement	367,426	-	327,269	367,426
Diversion Fees, Juv Probation	10,000	-	-	10,000
Detention Equalization	30,000	-	-	30,000
Extra Adult Probation Fees	500	-	-	500
Extra Juvenile Probation Fees	100	-	-	100
Drug Treatment & Education	11,907	-	14,546	11,907
Diversion Intake	33,269	-	36,922	33,269
Diversion Consequence	41,362	-	39,653	41,362
Drug Testing	50,245	-	41,449	50,245
Community Punishment	40,344	-	51,659	40,344
Juvenile Jail District	1,091,663	-	1,091,663	1,091,663
Department Total	\$ 2,991,832	\$ -	\$ 2,897,220	\$ 3,003,532

SHERIFF:

General Fund	\$ 4,092,538	\$ -	\$ 3,939,497	\$ 4,159,411
Sheriff's Grants	1,557,500	-	17,252	1,557,500
Jail Enhancement	200,000	-	235,038	200,000
SCET/Sheriff	311,823	-	311,426	311,823
Jail Services, Sheriff's Canteen	150,000	-	113,584	150,000
Jail District	2,000,000	-	2,744,369	2,450,000
Inmate Housing	500,000	-	-	500,000
Department Total	\$ 8,811,861	\$ -	\$ 7,361,165	\$ 9,328,734

ENGINEER

Roads	\$ 11,327,889	\$ -	\$ 8,440,929	\$ 14,304,409
RAC Grant	150,000	-	-	150,000
Limestone Pit	500,000	-	658,321	500,000
GIS	145,445	-	105,673	145,445
Transit Fund	20,000	-	-	20,000
Cinder pit	30,000	-	-	30,000
Flood Control	150,173	-	90,419	145,484
Other Agency Projects	2,000,000	-	-	2,000,000
Special Roads	-	-	-	-
Department Total	\$ 14,323,507	\$ -	\$ 9,295,342	\$ 17,295,338

HEALTH SERVICES:

Public Health District	\$ 3,414,312	\$ -	\$ 2,942,108	\$ 6,517,389
Department Total	\$ 3,414,312	\$ -	\$ 2,942,108	\$ 6,517,389

INDIGENT HEALTH

General Fund	\$ 469,520	\$ -	\$ 469,520	\$ 469,520
Department Total	\$ 469,520	\$ -	\$ 469,520	\$ 469,520

COUNTY LIBRARY:

Library District	\$ 2,136,537	\$ -	\$ 1,699,978	\$ 2,109,846
Debt Service, Library Bond	731,500	-	731,500	-
Department Total	\$ 2,868,037	\$ -	\$ 2,431,478	\$ 2,109,846

SCHOOL SUPERINTENDENT:

General Fund	\$ 354,517	\$ -	\$ 353,888	\$ 390,636
School SIT Grant	120,000	-	-	120,000
Department Total	\$ 474,517	\$ -	\$ 353,888	\$ 510,636

\$ 66,685,143 \$ - \$ 51,402,465 \$ 86,737,132

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was

APACHE COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2022

FUND	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
GENERAL FUND	134.51 \$	7,091,919 \$	1,330,302 \$	1,632,634 \$	687,485 \$	10,742,338 \$
SPECIAL REVENUE FUNDS						
County Library	28 \$	784,218 \$	87,914 \$	246,322 \$	64,537 \$	1,182,991 \$
Roads	81.55	3,158,856	383,767	781,930	356,280	4,680,832
Limestone	3.75	147,938	18,078	34,300	19,646	219,961
Health Services	22.5	972,692	115,896	243,973	79,933	1,412,493
GIS	1	71,737	8,766	15,270	6,327	102,100
Sheriff's Grants						
Emergency Services	3.5	225,176	27,516	48,792	25,705	327,190
Juvenile High Risk Court	0.38	8,121	993	2,775	652	12,541
Criminal Justice, Attorney	0.94	73,912	9,032	10,416	5,913	99,273
D.P. Services Schools	3.05	179,910	21,985	37,667	14,427	253,988
Local Court Automation	0.5	15,123	1,848	3,650	1,212	21,833
State Aid to Probation	2	95,140	29,189	26,556	9,071	159,956
SCET/Attorney	0.86	71,736	8,766	9,240	5,739	95,481
Probation Services	1.74	60,795	22,049	22,506	6,061	111,411
CASA	0.62	13,248	1,619	4526.16	1,061	20,455
Adult Intensive Supervision	4.5	190,792	59,501	22,572	18,147	291,012
Juvenile Treatment Services	1	63,379	11,152	9,293	5,357	89,181
J.I.P.S	1.5	49,892	10,972	10,951	4,399	76,214
Recorder Document Storage Fund						
State Adult Enhancement Fund						
SCET/Sheriff	5.5	213,984	77,218	72,033	21,334	384,569
Victim's Compensation	2	105,967	8,683	15,438	13,246	143,335
Victim's Assistance		12,982	6,455	1,334	1,020	21,791
VOCA	0.42	15,506	1,895	2,424	1,240	21,065
Detention Equalization	1.72	60,351	7,375	10,636	4,828	83,190
Field Trainer						
Drug Treatment and Education	0.45	20,192	2,467	6,872	1,617	31,148
Diversion Intake						
Diversion Consequence	0.56	21,153	2,585	8,479	1,694	33,911
Drug Testing	0.5	18,362	2,244	3,650	1,865	26,122
Case Processing Assistance	0.76	24,528	8,890	7,700	2,446	43,563
Community Punishment						
Prosecution Recovery Attorney	0.25	16,345	1,997	1,825	1,310	21,478
Fill the Gap, Courts						
Prosecution Recovery COC						
Attorney Diversion	0.5	15,123	1,849	3,651	1,213	21,836
Jail District						
Juvenile Jail District	32	39,549	4,833	6,701	3,164	54,246
	2.44	1,166,591	104,239	283,305	130,337	1,684,472
	204.49 \$	7,958,567 \$	1,055,306 \$	1,961,617 \$	813,407 \$	11,788,897 \$
Total Special Revenue Funds						

APACHE COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2022

FUND	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
DEBT SERVICE FUNDS						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
		\$	\$	\$	\$	\$
Total Enterprise Funds		\$	\$	\$	\$	\$
INTERNAL SERVICE FUND						
		\$	\$	\$	\$	\$
Total Internal Service Fund		\$	\$	\$	\$	\$
TOTAL ALL FUNDS	339	15,050,485	2,385,608	3,594,250	1,500,891	22,531,235

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

date/time stamp

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

Finance

Date/Signature:

SL C/AL 6/21/21

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

Request approval of demands as distributed to the Apache County Board of Supervisors between June 1, 2021 to June 29, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 6/29/21

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096555	06/01/2021	Accounts Payable	VALLEY AUTO PARTS	439.13
Open	NBAZ - Warrant Clearing Account	Check	1096556	06/01/2021	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	233.05
Open	NBAZ - Warrant Clearing Account	Check	1096557	06/01/2021	Accounts Payable	VERIZON WIRELESS	2,942.00
Open	NBAZ - Warrant Clearing Account	Check	1096558	06/01/2021	Accounts Payable	THOMAS CARDON WEBB	20.20
Open	NBAZ - Warrant Clearing Account	Check	1096559	06/01/2021	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	2,304.24
Open	NBAZ - Warrant Clearing Account	Check	1096560	06/01/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	286.82
Open	NBAZ - Warrant Clearing Account	Check	1096561	06/01/2021	Accounts Payable	GARRET LEE WHITTING	196.59
Open	NBAZ - Warrant Clearing Account	Check	1096562	06/01/2021	Accounts Payable	JOYCLYNN WHITTING	283.27
Open	NBAZ - Warrant Clearing Account	Check	1096563	06/01/2021	Accounts Payable	MICHAEL B WHITTING	73.54
Open	NBAZ - Warrant Clearing Account	Check	1096564	06/01/2021	Accounts Payable	WOODLAND BUILDING CENTER	251.28
Open	NBAZ - Warrant Clearing Account	Check	1096565	06/01/2021	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	2,350.00
Open	NBAZ - Warrant Clearing Account	Check	1096566	06/01/2021	Accounts Payable	JAY YELLOWHORSE	830.00
Open	NBAZ - Warrant Clearing Account	Check	1096567	06/02/2021	Accounts Payable	ALSCO INC	309.12
Open	NBAZ - Warrant Clearing Account	Check	1096568	06/02/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	8,094.52
Open	NBAZ - Warrant Clearing Account	Check	1096569	06/02/2021	Accounts Payable	AMAZON COM INC (Health & Library)	1,317.37
Open	NBAZ - Warrant Clearing Account	Check	1096570	06/02/2021	Accounts Payable	APACHE COUNTY	150.55
Open	NBAZ - Warrant Clearing Account	Check	1096571	06/02/2021	Accounts Payable	APACHE COUNTY	12.57
Open	NBAZ - Warrant Clearing Account	Check	1096572	06/02/2021	Accounts Payable	ARIZONA LOCAL HEALTH OFFICERS ORGANIZATION	800.00
Open	NBAZ - Warrant Clearing Account	Check	1096573	06/02/2021	Accounts Payable	ASHTONS REPAIR INC	55.50
Open	NBAZ - Warrant Clearing Account	Check	1096574	06/02/2021	Accounts Payable	ASPEN TIRE & OIL	15.00
Open	NBAZ - Warrant Clearing Account	Check	1096575	06/02/2021	Accounts Payable	ASSOCIATION OF STATE FLOODPLAIN MANAGERS INC	165.00
Open	NBAZ - Warrant Clearing Account	Check	1096576	06/02/2021	Accounts Payable	AUTO SAFETY HOUSE LLC	170.81
Open	NBAZ - Warrant Clearing Account	Check	1096577	06/02/2021	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	143.00
Open	NBAZ - Warrant Clearing Account	Check	1096578	06/02/2021	Accounts Payable	AZ SECRETARY OF STATE	43.00
Open	NBAZ - Warrant Clearing Account	Check	1096579	06/02/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	1,136.32
Open	NBAZ - Warrant Clearing Account	Check	1096580	06/02/2021	Accounts Payable	SARAH MAE BEGAY	40.00
Open	NBAZ - Warrant Clearing Account	Check	1096581	06/02/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	85.86
Open	NBAZ - Warrant Clearing Account	Check	1096582	06/02/2021	Accounts Payable	DEVIN BROWN	278.00
Open	NBAZ - Warrant Clearing Account	Check	1096583	06/02/2021	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	12,865.25
Open	NBAZ - Warrant Clearing Account	Check	1096584	06/02/2021	Accounts Payable	CDW GOVERNMENT LLC	2,664.32
Open	NBAZ - Warrant Clearing Account	Check	1096585	06/02/2021	Accounts Payable	CEDAR GROVE WATER CO	83.52
Open	NBAZ - Warrant Clearing Account	Check	1096586	06/02/2021	Accounts Payable	CITY OF SCOTTSDALE	24.00
Open	NBAZ - Warrant Clearing Account	Check	1096587	06/02/2021	Accounts Payable	CNA SURETY	50.00
Open	NBAZ - Warrant Clearing Account	Check	1096588	06/02/2021	Accounts Payable	COLLABORATIVE SUMMER LIBRARY PROGRAM	44.94
Open	NBAZ - Warrant Clearing Account	Check	1096589	06/02/2021	Accounts Payable	JOSHUA T CURTIS	95.71
Open	NBAZ - Warrant Clearing Account	Check	1096590	06/02/2021	Accounts Payable	ROGER STUART CURTIS	222.88
Open	NBAZ - Warrant Clearing Account	Check	1096591	06/02/2021	Accounts Payable	DASH MEDICAL GLOVES INC	239.90
Open	NBAZ - Warrant Clearing Account	Check	1096592	06/02/2021	Accounts Payable	DAVIS TRUE VALUE HARDWARE	367.88
Open	NBAZ - Warrant Clearing Account	Check	1096593	06/02/2021	Accounts Payable	DELL COMPUTER CORPORATION	2,405.75

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096594	06/02/2021	Accounts Payable	DIRECTV LLC	66.23
Open	NBAZ - Warrant Clearing Account	Check	1096595	06/02/2021	Accounts Payable	DISH NETWORK	126.15
Open	NBAZ - Warrant Clearing Account	Check	1096596	06/02/2021	Accounts Payable	DITTSY PIZZA AND PIE	483.40
Open	NBAZ - Warrant Clearing Account	Check	1096597	06/02/2021	Accounts Payable	EASTERN ARIZONA COUNTIES ORGANIZATION EAC	6,000.00
Open	NBAZ - Warrant Clearing Account	Check	1096598	06/02/2021	Accounts Payable	EMPIRE MACHINERY	63.04
Open	NBAZ - Warrant Clearing Account	Check	1096599	06/02/2021	Accounts Payable	ERNIE'S SUPPLY LLC	1,684.34
Open	NBAZ - Warrant Clearing Account	Check	1096600	06/02/2021	Accounts Payable	FAIR WELDING & INSPECTION	1,337.20
Open	NBAZ - Warrant Clearing Account	Check	1096601	06/02/2021	Accounts Payable	FLEET PRIDE	2,093.87
Open	NBAZ - Warrant Clearing Account	Check	1096602	06/02/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	187.38
Open	NBAZ - Warrant Clearing Account	Check	1096603	06/02/2021	Accounts Payable	GABRIEL FREELAND	61.55
Open	NBAZ - Warrant Clearing Account	Check	1096604	06/02/2021	Accounts Payable	FRONTIER	4,674.68
Open	NBAZ - Warrant Clearing Account	Check	1096605	06/02/2021	Accounts Payable	FRONTIER	171.69
Open	NBAZ - Warrant Clearing Account	Check	1096606	06/02/2021	Accounts Payable	FRONTIER	146.26
Open	NBAZ - Warrant Clearing Account	Check	1096607	06/02/2021	Accounts Payable	FRONTIER	20.86
Open	NBAZ - Warrant Clearing Account	Check	1096608	06/02/2021	Accounts Payable	FRONTIER	75.84
Open	NBAZ - Warrant Clearing Account	Check	1096609	06/02/2021	Accounts Payable	FRONTIER	232.48
Open	NBAZ - Warrant Clearing Account	Check	1096610	06/02/2021	Accounts Payable	FRONTIER	183.35
Open	NBAZ - Warrant Clearing Account	Check	1096611	06/02/2021	Accounts Payable	FRONTIER	430.10
Open	NBAZ - Warrant Clearing Account	Check	1096612	06/02/2021	Accounts Payable	FRONTIER	103.38
Open	NBAZ - Warrant Clearing Account	Check	1096613	06/02/2021	Accounts Payable	FRONTIER	105.60
Open	NBAZ - Warrant Clearing Account	Check	1096614	06/02/2021	Accounts Payable	FRONTIER	182.43
Open	NBAZ - Warrant Clearing Account	Check	1096615	06/02/2021	Accounts Payable	FRONTIER	118.64
Open	NBAZ - Warrant Clearing Account	Check	1096616	06/02/2021	Accounts Payable	FRONTIER	182.25
Open	NBAZ - Warrant Clearing Account	Check	1096617	06/02/2021	Accounts Payable	FRONTIER	217.15
Open	NBAZ - Warrant Clearing Account	Check	1096618	06/02/2021	Accounts Payable	FRONTIER	176.56
Open	NBAZ - Warrant Clearing Account	Check	1096619	06/02/2021	Accounts Payable	FRONTIER	131.96
Open	NBAZ - Warrant Clearing Account	Check	1096620	06/02/2021	Accounts Payable	FRONTIER	175.17
Open	NBAZ - Warrant Clearing Account	Check	1096621	06/02/2021	Accounts Payable	FRONTIER	188.31
Open	NBAZ - Warrant Clearing Account	Check	1096622	06/02/2021	Accounts Payable	FRONTIER	176.16
Open	NBAZ - Warrant Clearing Account	Check	1096623	06/02/2021	Accounts Payable	FRONTIER	795.33
Open	NBAZ - Warrant Clearing Account	Check	1096624	06/02/2021	Accounts Payable	ADRIANA C GILLESPIE	195.00
Open	NBAZ - Warrant Clearing Account	Check	1096625	06/02/2021	Accounts Payable	GRAINGER	108.98
Open	NBAZ - Warrant Clearing Account	Check	1096626	06/02/2021	Accounts Payable	HILL AZ GROCERY STORE	213.08
Open	NBAZ - Warrant Clearing Account	Check	1096627	06/02/2021	Accounts Payable	HOME DEPOT	1,520.46
Open	NBAZ - Warrant Clearing Account	Check	1096628	06/02/2021	Accounts Payable	INGRAM LIBRARY SERVICES	435.45
Open	NBAZ - Warrant Clearing Account	Check	1096629	06/02/2021	Accounts Payable	KONICA MINOLTA	83.61
Open	NBAZ - Warrant Clearing Account	Check	1096630	06/02/2021	Accounts Payable	MICHAEL LATHAM	64.86
Open	NBAZ - Warrant Clearing Account	Check	1096631	06/02/2021	Accounts Payable	LAWSON PRODUCTS INC	886.05
Open	NBAZ - Warrant Clearing Account	Check	1096632	06/02/2021	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	59.59

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096633	06/02/2021	Accounts Payable	LINGO	117.34
Open	NBAZ - Warrant Clearing Account	Check	1096634	06/02/2021	Accounts Payable	EVA MARQUEZ	52.36
Open	NBAZ - Warrant Clearing Account	Check	1096635	06/02/2021	Accounts Payable	DEENA CHRISTINE MATTICE	100.00
Open	NBAZ - Warrant Clearing Account	Check	1096636	06/02/2021	Accounts Payable	MELISSA MEEKS	149.40
Open	NBAZ - Warrant Clearing Account	Check	1096637	06/02/2021	Accounts Payable	MERCK SHARP & DOHME CORP	4,870.02
Open	NBAZ - Warrant Clearing Account	Check	1096638	06/02/2021	Accounts Payable	MISSION UNIFORM & LINEN	78.22
Open	NBAZ - Warrant Clearing Account	Check	1096639	06/02/2021	Accounts Payable	NAPA	321.00
Open	NBAZ - Warrant Clearing Account	Check	1096640	06/02/2021	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	132.50
Open	NBAZ - Warrant Clearing Account	Check	1096641	06/02/2021	Accounts Payable	NAVAJO SANITATION INC	47.70
Open	NBAZ - Warrant Clearing Account	Check	1096642	06/02/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	326.55
Open	NBAZ - Warrant Clearing Account	Check	1096643	06/02/2021	Accounts Payable	NAVAJO WESTERNERS	210.23
Open	NBAZ - Warrant Clearing Account	Check	1096644	06/02/2021	Accounts Payable	NICOLL CONSTRUCTION LLC	133,424.13
Open	NBAZ - Warrant Clearing Account	Check	1096645	06/02/2021	Accounts Payable	OFFICE DEPOT	133.97
Open	NBAZ - Warrant Clearing Account	Check	1096646	06/02/2021	Accounts Payable	OVERDRIVE INC	528.16
Open	NBAZ - Warrant Clearing Account	Check	1096647	06/02/2021	Accounts Payable	PAGE STEEL	3,055.29
Open	NBAZ - Warrant Clearing Account	Check	1096648	06/02/2021	Accounts Payable	DENNIELLE PATTERSON	1,461.10
Open	NBAZ - Warrant Clearing Account	Check	1096649	06/02/2021	Accounts Payable	DOUGLAS LANCE PEARCE	423.92
Open	NBAZ - Warrant Clearing Account	Check	1096650	06/02/2021	Accounts Payable	ZACHARY PEMBERTON	100.00
Open	NBAZ - Warrant Clearing Account	Check	1096651	06/02/2021	Accounts Payable	PERFECT PRINTZ LLC	85.00
Open	NBAZ - Warrant Clearing Account	Check	1096652	06/02/2021	Accounts Payable	PINAL COUNTY ARIZONA	25,800.00
Open	NBAZ - Warrant Clearing Account	Check	1096653	06/02/2021	Accounts Payable	RANDOLPH PLATT DDS	364.00
Open	NBAZ - Warrant Clearing Account	Check	1096654	06/02/2021	Accounts Payable	QUILL CORP	3,186.52
Open	NBAZ - Warrant Clearing Account	Check	1096655	06/02/2021	Accounts Payable	R&G VENT CLEANING SERVICES	700.00
Open	NBAZ - Warrant Clearing Account	Check	1096656	06/02/2021	Accounts Payable	JOHN MICHAEL ROBERTSON	3,074.06
Open	NBAZ - Warrant Clearing Account	Check	1096657	06/02/2021	Accounts Payable	SAFETY KLEEN	329.57
Open	NBAZ - Warrant Clearing Account	Check	1096658	06/02/2021	Accounts Payable	SAFEWAY INC	132.21
Open	NBAZ - Warrant Clearing Account	Check	1096659	06/02/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	2,466.74
Open	NBAZ - Warrant Clearing Account	Check	1096660	06/02/2021	Accounts Payable	ALTON JOE SHEPHERD	266.00
Open	NBAZ - Warrant Clearing Account	Check	1096661	06/02/2021	Accounts Payable	ALTON JOE SHEPHERD	112.56
Open	NBAZ - Warrant Clearing Account	Check	1096662	06/02/2021	Accounts Payable	SHOW LOW MOTORSPORTS INC	1,567.73
Open	NBAZ - Warrant Clearing Account	Check	1096663	06/02/2021	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	469.24
Open	NBAZ - Warrant Clearing Account	Check	1096664	06/02/2021	Accounts Payable	SOUTHWEST RUBBER & SUPPLY CO INC	495.97
Open	NBAZ - Warrant Clearing Account	Check	1096665	06/02/2021	Accounts Payable	SPARKLETT'S WATER	14.78
Open	NBAZ - Warrant Clearing Account	Check	1096666	06/02/2021	Accounts Payable	SPECTRUM MEDICAL INC	816.40
Open	NBAZ - Warrant Clearing Account	Check	1096667	06/02/2021	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	678.36
Open	NBAZ - Warrant Clearing Account	Check	1096668	06/02/2021	Accounts Payable	STAPLES CREDIT PLAN	238.21
Open	NBAZ - Warrant Clearing Account	Check	1096669	06/02/2021	Accounts Payable	DENNIS STOVER	231.89
Open	NBAZ - Warrant Clearing Account	Check	1096670	06/02/2021	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1096671	06/02/2021	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	4,151.42

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096672	06/02/2021	Accounts Payable	THE POUR STATION	120.00
Open	NBAZ - Warrant Clearing Account	Check	1096673	06/02/2021	Accounts Payable	TOTAL AUTO PROS WHOLESALE LLC	447.00
Open	NBAZ - Warrant Clearing Account	Check	1096674	06/02/2021	Accounts Payable	UNIFIRST CORPORATION	115.04
Open	NBAZ - Warrant Clearing Account	Check	1096675	06/02/2021	Accounts Payable	VALLEY AUTO PARTS	17.03
Open	NBAZ - Warrant Clearing Account	Check	1096676	06/02/2021	Accounts Payable	VALLEY IMAGING SOLUTIONS	69.98
Open	NBAZ - Warrant Clearing Account	Check	1096677	06/02/2021	Accounts Payable	VERIZON WIRELESS	3,597.37
Open	NBAZ - Warrant Clearing Account	Check	1096678	06/02/2021	Accounts Payable	DELANA WAITE	100.00
Open	NBAZ - Warrant Clearing Account	Check	1096679	06/02/2021	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	3,079.62
Open	NBAZ - Warrant Clearing Account	Check	1096680	06/02/2021	Accounts Payable	MICHAEL B WHITTING	25.06
Open	NBAZ - Warrant Clearing Account	Check	1096681	06/02/2021	Accounts Payable	WOODLAND BUILDING CENTER	440.57
Open	NBAZ - Warrant Clearing Account	Check	1096682	06/03/2021	Accounts Payable	APACHE COUNTY 4-H LEADERS COUNCIL	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1096683	06/03/2021	Accounts Payable	DAWN MICHELLE BEUS	500.00
Open	NBAZ - Warrant Clearing Account	Check	1096684	06/03/2021	Accounts Payable	CDW GOVERNMENT LLC	1,943.41
Open	NBAZ - Warrant Clearing Account	Check	1096685	06/03/2021	Accounts Payable	DARYL GREER	25.99
Open	NBAZ - Warrant Clearing Account	Check	1096686	06/03/2021	Accounts Payable	TRAVIS LINCOLN	128.00
Open	NBAZ - Warrant Clearing Account	Check	1096687	06/03/2021	Accounts Payable	MAIL COPY PLUS LLC	738.71
Open	NBAZ - Warrant Clearing Account	Check	1096688	06/03/2021	Accounts Payable	KODY RICHARDSON	500.00
Open	NBAZ - Warrant Clearing Account	Check	1096689	06/03/2021	Accounts Payable	PATRICK J SANDOVAL	128.00
Open	NBAZ - Warrant Clearing Account	Check	1096690	06/03/2021	Accounts Payable	JOHN SCRUGGS	230.00
Open	NBAZ - Warrant Clearing Account	Check	1096691	06/03/2021	Accounts Payable	JEFF SODERQUIST	230.00
Open	NBAZ - Warrant Clearing Account	Check	1096692	06/03/2021	Accounts Payable	DERRICK YAZZIE	128.00
Open	NBAZ - Warrant Clearing Account	Check	1096717	06/08/2021	Accounts Payable	NATIONAL BANK	16,163.80
Open	NBAZ - Warrant Clearing Account	Check	1096718	06/08/2021	Accounts Payable	NATIONAL BANK OF ARIZONA	291.71
Open	NBAZ - Warrant Clearing Account	Check	1096719	06/08/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	262.46
Open	NBAZ - Warrant Clearing Account	Check	1096720	06/08/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	448.18
Open	NBAZ - Warrant Clearing Account	Check	1096721	06/08/2021	Accounts Payable	APACHE COUNTY FSA	1,032.44
Open	NBAZ - Warrant Clearing Account	Check	1096722	06/08/2021	Accounts Payable	APACHE COUNTY HSA	4,118.75
Open	NBAZ - Warrant Clearing Account	Check	1096723	06/08/2021	Accounts Payable	APACHE COUNTY MEDICAL	159,281.94
Open	NBAZ - Warrant Clearing Account	Check	1096724	06/08/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	134,822.26
Open	NBAZ - Warrant Clearing Account	Check	1096725	06/08/2021	Accounts Payable	ASRS LEGACY EORP	8,301.16
Open	NBAZ - Warrant Clearing Account	Check	1096726	06/08/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	106,528.03
Open	NBAZ - Warrant Clearing Account	Check	1096727	06/08/2021	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1096728	06/08/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,449.30
Open	NBAZ - Warrant Clearing Account	Check	1096729	06/08/2021	Accounts Payable	CORP DISABILITY	112.50
Open	NBAZ - Warrant Clearing Account	Check	1096730	06/08/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,260.01
Open	NBAZ - Warrant Clearing Account	Check	1096731	06/08/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	2,123.54
Open	NBAZ - Warrant Clearing Account	Check	1096732	06/08/2021	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	Check	1096733	06/08/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1096734	06/08/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096735	06/08/2021	Accounts Payable	GURSTEL LAW FIRM PC	251.34
Open	NBAZ - Warrant Clearing Account	Check	1096736	06/08/2021	Accounts Payable	NATIONWIDE	2,205.50
Open	NBAZ - Warrant Clearing Account	Check	1096737	06/08/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1096738	06/08/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,893.17
Open	NBAZ - Warrant Clearing Account	Check	1096739	06/08/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,397.80
Open	NBAZ - Warrant Clearing Account	Check	1096740	06/08/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	10,012.37
Open	NBAZ - Warrant Clearing Account	Check	1096741	06/08/2021	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1096742	06/08/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1096743	06/08/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,485.13
Open	NBAZ - Warrant Clearing Account	Check	1096744	06/09/2021	Accounts Payable	ACIAAO AZ CHAP INTL ASSOC ASSESSING OFFICERS	180.00
Open	NBAZ - Warrant Clearing Account	Check	1096745	06/09/2021	Accounts Payable	ADVERTISING IDEAS	499.66
Open	NBAZ - Warrant Clearing Account	Check	1096746	06/09/2021	Accounts Payable	ALLEGRA	139.23
Open	NBAZ - Warrant Clearing Account	Check	1096747	06/09/2021	Accounts Payable	ALPINE WATER AND SANITARY	89.83
Open	NBAZ - Warrant Clearing Account	Check	1096748	06/09/2021	Accounts Payable	ALSCO INC	556.32
Open	NBAZ - Warrant Clearing Account	Check	1096749	06/09/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,044.95
Open	NBAZ - Warrant Clearing Account	Check	1096750	06/09/2021	Accounts Payable	AMERIGAS - GALLUP	1,078.39
Open	NBAZ - Warrant Clearing Account	Check	1096751	06/09/2021	Accounts Payable	AMIGO CHEVROLET	279.88
Open	NBAZ - Warrant Clearing Account	Check	1096752	06/09/2021	Accounts Payable	APACHE COUNTY	143.97
Open	NBAZ - Warrant Clearing Account	Check	1096753	06/09/2021	Accounts Payable	TAMARA WILHELM APPELATE	5.37
Open	NBAZ - Warrant Clearing Account	Check	1096754	06/09/2021	Accounts Payable	ASPEN TIRE & OIL	661.00
Open	NBAZ - Warrant Clearing Account	Check	1096755	06/09/2021	Accounts Payable	AZ CONSTABLES ASSN	618.00
Open	NBAZ - Warrant Clearing Account	Check	1096756	06/09/2021	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,151.46
Open	NBAZ - Warrant Clearing Account	Check	1096757	06/09/2021	Accounts Payable	AZ NARCOTICS OFFICERS ASSN	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1096758	06/09/2021	Accounts Payable	HAYLEE MICHELLE BARRAGAN	135.00
Open	NBAZ - Warrant Clearing Account	Check	1096759	06/09/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	100.03
Open	NBAZ - Warrant Clearing Account	Check	1096760	06/09/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	549.62
Open	NBAZ - Warrant Clearing Account	Check	1096761	06/09/2021	Accounts Payable	BEACON FIRE AND SECURITY LLC	1,044.18
Open	NBAZ - Warrant Clearing Account	Check	1096762	06/09/2021	Accounts Payable	MARLEITA BEGAY	637.60
Open	NBAZ - Warrant Clearing Account	Check	1096763	06/09/2021	Accounts Payable	SARAH MAE BEGAY	760.00
Open	NBAZ - Warrant Clearing Account	Check	1096764	06/09/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	669.30
Open	NBAZ - Warrant Clearing Account	Check	1096765	06/09/2021	Accounts Payable	BLUE LINE TOWING	800.00
Open	NBAZ - Warrant Clearing Account	Check	1096766	06/09/2021	Accounts Payable	GLORIA BOWMAN	12.72
Open	NBAZ - Warrant Clearing Account	Check	1096767	06/09/2021	Accounts Payable	BURGER KING #14580	176.08
Open	NBAZ - Warrant Clearing Account	Check	1096768	06/09/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1096769	06/09/2021	Accounts Payable	ELIZABETH A CASTILLO	42.67
Open	NBAZ - Warrant Clearing Account	Check	1096770	06/09/2021	Accounts Payable	CELLULAR ONE NE AZ	117.64
Open	NBAZ - Warrant Clearing Account	Check	1096771	06/09/2021	Accounts Payable	ELIZABETH RAE CERVERA	216.00
Open	NBAZ - Warrant Clearing Account	Check	1096772	06/09/2021	Accounts Payable	LILLIAN CHAVEZ	356.00
Open	NBAZ - Warrant Clearing Account	Check	1096773	06/09/2021	Accounts Payable	CONTRACT PHARMACY SERVICES INC	1,633.91

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096774	06/09/2021	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1096775	06/09/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	32.27
Open	NBAZ - Warrant Clearing Account	Check	1096776	06/09/2021	Accounts Payable	RODGER DAHOZY	374.34
Open	NBAZ - Warrant Clearing Account	Check	1096777	06/09/2021	Accounts Payable	CANDICE D DAVIS	637.60
Open	NBAZ - Warrant Clearing Account	Check	1096778	06/09/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
Open	NBAZ - Warrant Clearing Account	Check	1096779	06/09/2021	Accounts Payable	JOSEPH DEDMAN JR	330.46
Open	NBAZ - Warrant Clearing Account	Check	1096780	06/09/2021	Accounts Payable	DIAMOND C FEEDS	66.00
Open	NBAZ - Warrant Clearing Account	Check	1096781	06/09/2021	Accounts Payable	DIRECTV LLC	88.24
Open	NBAZ - Warrant Clearing Account	Check	1096782	06/09/2021	Accounts Payable	DISH NETWORK	152.69
Open	NBAZ - Warrant Clearing Account	Check	1096783	06/09/2021	Accounts Payable	DISH NETWORK	83.51
Open	NBAZ - Warrant Clearing Account	Check	1096784	06/09/2021	Accounts Payable	DITTYS PIZZA AND PIE	38.38
Open	NBAZ - Warrant Clearing Account	Check	1096785	06/09/2021	Accounts Payable	EXHIB-ITI TRADESHOW MARKETING EXPERTS	2,912.00
Open	NBAZ - Warrant Clearing Account	Check	1096786	06/09/2021	Accounts Payable	FBI-LEEDA INC	1,390.00
Open	NBAZ - Warrant Clearing Account	Check	1096787	06/09/2021	Accounts Payable	FLEET PRIDE	1,117.20
Open	NBAZ - Warrant Clearing Account	Check	1096788	06/09/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	145.14
Open	NBAZ - Warrant Clearing Account	Check	1096789	06/09/2021	Accounts Payable	FRANK'S SUPPLY COMPANY INC	251.43
Open	NBAZ - Warrant Clearing Account	Check	1096790	06/09/2021	Accounts Payable	FRONTIER	172.48
Open	NBAZ - Warrant Clearing Account	Check	1096791	06/09/2021	Accounts Payable	FRONTIER	83.92
Open	NBAZ - Warrant Clearing Account	Check	1096792	06/09/2021	Accounts Payable	FRONTIER	822.77
Open	NBAZ - Warrant Clearing Account	Check	1096793	06/09/2021	Accounts Payable	FUTURE TIRE	1,689.69
Open	NBAZ - Warrant Clearing Account	Check	1096794	06/09/2021	Accounts Payable	FX TACTICAL LLC	477.11
Open	NBAZ - Warrant Clearing Account	Check	1096795	06/09/2021	Accounts Payable	GALL'S INC	941.34
Open	NBAZ - Warrant Clearing Account	Check	1096796	06/09/2021	Accounts Payable	GALLUP INDEPENDENT	485.27
Open	NBAZ - Warrant Clearing Account	Check	1096797	06/09/2021	Accounts Payable	ADRIANA C GILLESPIE	285.00
Open	NBAZ - Warrant Clearing Account	Check	1096798	06/09/2021	Accounts Payable	DARYL GREER	332.33
Open	NBAZ - Warrant Clearing Account	Check	1096799	06/09/2021	Accounts Payable	GUARDIAN TRACKING	3,711.00
Open	NBAZ - Warrant Clearing Account	Check	1096800	06/09/2021	Accounts Payable	HEALTH EQUITY INC	184.75
Open	NBAZ - Warrant Clearing Account	Check	1096801	06/09/2021	Accounts Payable	KLINT HEAP	1,580.02
Open	NBAZ - Warrant Clearing Account	Check	1096802	06/09/2021	Accounts Payable	HIGH COUNTRY SIGNS LLC	610.00
Open	NBAZ - Warrant Clearing Account	Check	1096803	06/09/2021	Accounts Payable	HILLYARD/FLAGSTAFF	2,675.35
Open	NBAZ - Warrant Clearing Account	Check	1096804	06/09/2021	Accounts Payable	HOME DEPOT	1,892.84
Open	NBAZ - Warrant Clearing Account	Check	1096805	06/09/2021	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	2,348.60
Open	NBAZ - Warrant Clearing Account	Check	1096806	06/09/2021	Accounts Payable	INGRAM LIBRARY SERVICES	254.67
Open	NBAZ - Warrant Clearing Account	Check	1096807	06/09/2021	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	1,405.59
Open	NBAZ - Warrant Clearing Account	Check	1096808	06/09/2021	Accounts Payable	KAYLA AMY JOHNSON	637.60
Open	NBAZ - Warrant Clearing Account	Check	1096809	06/09/2021	Accounts Payable	KONICA MINOLTA	46.04
Open	NBAZ - Warrant Clearing Account	Check	1096810	06/09/2021	Accounts Payable	LEGATE, PENROD & ASSOCIATES	3,934.00
Open	NBAZ - Warrant Clearing Account	Check	1096811	06/09/2021	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	719.72
Open	NBAZ - Warrant Clearing Account	Check	1096812	06/09/2021	Accounts Payable	LIVCO WATER & SEWER COMPANY	27.36

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096813	06/09/2021	Accounts Payable	MARDY MANNING	884.00
Open	NBAZ - Warrant Clearing Account	Check	1096814	06/09/2021	Accounts Payable	MCKESSON MEDICAL SURGICAL	76.76
Open	NBAZ - Warrant Clearing Account	Check	1096815	06/09/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	1,400.00
Open	NBAZ - Warrant Clearing Account	Check	1096816	06/09/2021	Accounts Payable	MISSION UNIFORM & LINEN	159.24
Open	NBAZ - Warrant Clearing Account	Check	1096817	06/09/2021	Accounts Payable	LILAUNI J MOORE	45.05
Open	NBAZ - Warrant Clearing Account	Check	1096818	06/09/2021	Accounts Payable	NAPA	220.44
Open	NBAZ - Warrant Clearing Account	Check	1096819	06/09/2021	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	2,586.93
Open	NBAZ - Warrant Clearing Account	Check	1096820	06/09/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	459.64
Open	NBAZ - Warrant Clearing Account	Check	1096821	06/09/2021	Accounts Payable	NAVAJO WESTERNERS	2,820.70
Open	NBAZ - Warrant Clearing Account	Check	1096822	06/09/2021	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	17.22
Open	NBAZ - Warrant Clearing Account	Check	1096823	06/09/2021	Accounts Payable	OCLC INC	82.25
Open	NBAZ - Warrant Clearing Account	Check	1096824	06/09/2021	Accounts Payable	ELEXUS OLLERTON	637.60
Open	NBAZ - Warrant Clearing Account	Check	1096825	06/09/2021	Accounts Payable	OVERDRIVE INC	419.72
Open	NBAZ - Warrant Clearing Account	Check	1096826	06/09/2021	Accounts Payable	RYAN N PATTERSON	108.64
Open	NBAZ - Warrant Clearing Account	Check	1096827	06/09/2021	Accounts Payable	PERFECT PRINTZ LLC	264.55
Open	NBAZ - Warrant Clearing Account	Check	1096828	06/09/2021	Accounts Payable	PITNEY BOWES	3,132.24
Open	NBAZ - Warrant Clearing Account	Check	1096829	06/09/2021	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1096830	06/09/2021	Accounts Payable	PREMIER DRY CLEANING	23.00
Open	NBAZ - Warrant Clearing Account	Check	1096831	06/09/2021	Accounts Payable	PRIORITY DISPATCH	147.00
Open	NBAZ - Warrant Clearing Account	Check	1096832	06/09/2021	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	4,000.00
Open	NBAZ - Warrant Clearing Account	Check	1096833	06/09/2021	Accounts Payable	QUILL CORP	2,059.34
Open	NBAZ - Warrant Clearing Account	Check	1096834	06/09/2021	Accounts Payable	NANCY QUINN	7.42
Open	NBAZ - Warrant Clearing Account	Check	1096835	06/09/2021	Accounts Payable	RELIABLE BACKGROUND SCREENING	527.00
Open	NBAZ - Warrant Clearing Account	Check	1096836	06/09/2021	Accounts Payable	RHINEHART OIL CO	24,899.87
Open	NBAZ - Warrant Clearing Account	Check	1096837	06/09/2021	Accounts Payable	RODE INN	639.65
Open	NBAZ - Warrant Clearing Account	Check	1096838	06/09/2021	Accounts Payable	DAVID JULIAN ROMERO	1,137.60
Open	NBAZ - Warrant Clearing Account	Check	1096839	06/09/2021	Accounts Payable	GLENDIA LANAE ROMNEY	481.25
Open	NBAZ - Warrant Clearing Account	Check	1096840	06/09/2021	Accounts Payable	RUSH HOUR DELIVERY LLC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1096841	06/09/2021	Accounts Payable	RUSH TRUCK CENTER	710.17
Open	NBAZ - Warrant Clearing Account	Check	1096842	06/09/2021	Accounts Payable	SAFELITE AUTO GLASS	262.03
Open	NBAZ - Warrant Clearing Account	Check	1096843	06/09/2021	Accounts Payable	SAFEWAY INC	38.09
Open	NBAZ - Warrant Clearing Account	Check	1096844	06/09/2021	Accounts Payable	PATRICK J SANDOVAL	71.00
Open	NBAZ - Warrant Clearing Account	Check	1096845	06/09/2021	Accounts Payable	LAURENCE SCHIFF	2,200.00
Open	NBAZ - Warrant Clearing Account	Check	1096846	06/09/2021	Accounts Payable	ANALESE SEGOVIA	637.60
Open	NBAZ - Warrant Clearing Account	Check	1096847	06/09/2021	Accounts Payable	SEM APPLICATIONS INC	102.00
Open	NBAZ - Warrant Clearing Account	Check	1096848	06/09/2021	Accounts Payable	SHERWIN-WILLIAMS	318.76
Open	NBAZ - Warrant Clearing Account	Check	1096849	06/09/2021	Accounts Payable	JOE SHIRLEY JR	152.32
Open	NBAZ - Warrant Clearing Account	Check	1096850	06/09/2021	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	152.90
Open	NBAZ - Warrant Clearing Account	Check	1096851	06/09/2021	Accounts Payable	SPARKLETT'S WATER	162.46

Status	Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096852	06/09/2021	Accounts Payable	ST JOHNS CITY	2,295.24
Open	NBAZ - Warrant Clearing Account	Check	1096853	06/09/2021	Accounts Payable	ST JOHNS UNITED DRUG	14.03
Open	NBAZ - Warrant Clearing Account	Check	1096854	06/09/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	757.27
Open	NBAZ - Warrant Clearing Account	Check	1096855	06/09/2021	Accounts Payable	TESAB PARTS CENTER INC	346.01
Open	NBAZ - Warrant Clearing Account	Check	1096856	06/09/2021	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	11.32
Open	NBAZ - Warrant Clearing Account	Check	1096857	06/09/2021	Accounts Payable	THE EMBLEM AUTHORITY	184.00
Open	NBAZ - Warrant Clearing Account	Check	1096858	06/09/2021	Accounts Payable	THE POUR STATION	67.50
Open	NBAZ - Warrant Clearing Account	Check	1096859	06/09/2021	Accounts Payable	JEREL THOMAS	187.10
Open	NBAZ - Warrant Clearing Account	Check	1096860	06/09/2021	Accounts Payable	TOWER SAFETY & CONSTRUCTION	1,700.00
Open	NBAZ - Warrant Clearing Account	Check	1096861	06/09/2021	Accounts Payable	TOWN OF EAGAR	1,218.41
Open	NBAZ - Warrant Clearing Account	Check	1096862	06/09/2021	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
Open	NBAZ - Warrant Clearing Account	Check	1096863	06/09/2021	Accounts Payable	TRINITY SERVICES GROUP INC	16,383.14
Open	NBAZ - Warrant Clearing Account	Check	1096864	06/09/2021	Accounts Payable	TRIPLE R FUELS	75.00
Open	NBAZ - Warrant Clearing Account	Check	1096865	06/09/2021	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1096866	06/09/2021	Accounts Payable	VERIZON WIRELESS	113.40
Open	NBAZ - Warrant Clearing Account	Check	1096867	06/09/2021	Accounts Payable	WALMART COMMUNITY	4,073.09
Open	NBAZ - Warrant Clearing Account	Check	1096868	06/09/2021	Accounts Payable	WHITE MOUNTAIN HEATING AND COOLING	330.00
Open	NBAZ - Warrant Clearing Account	Check	1096869	06/09/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	109.00
Open	NBAZ - Warrant Clearing Account	Check	1096870	06/09/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	150.00
Open	NBAZ - Warrant Clearing Account	Check	1096871	06/09/2021	Accounts Payable	JOYCELYNN WHITTING	28.79
Open	NBAZ - Warrant Clearing Account	Check	1096872	06/09/2021	Accounts Payable	JULIE R WILKINS	150.00
Open	NBAZ - Warrant Clearing Account	Check	1096873	06/09/2021	Accounts Payable	WOODLAND BUILDING CENTER	2,455.65
Open	NBAZ - Warrant Clearing Account	Check	1096874	06/09/2021	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,118.83
Open	NBAZ - Warrant Clearing Account	Check	1096875	06/09/2021	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,998.86
Open	NBAZ - Warrant Clearing Account	Check	1096876	06/09/2021	Accounts Payable	ZERO9 HOLSTERS	39.95
Open	NBAZ - Warrant Clearing Account	Check	1096877	06/09/2021	Accounts Payable	IVAN D ZHELEV	826.89
Open	NBAZ - Warrant Clearing Account	Check	1096878	06/09/2021	Accounts Payable	EMACIA L ALCOTT	101.00
Open	NBAZ - Warrant Clearing Account	Check	1096879	06/09/2021	Accounts Payable	JACQUELINE ALLEN	207.80
Open	NBAZ - Warrant Clearing Account	Check	1096880	06/09/2021	Accounts Payable	MITZI ALLISON	25.35
Open	NBAZ - Warrant Clearing Account	Check	1096881	06/09/2021	Accounts Payable	SANDRA E ARAGON	132.15
Open	NBAZ - Warrant Clearing Account	Check	1096882	06/09/2021	Accounts Payable	JERRISON R BEGAY	68.96
Open	NBAZ - Warrant Clearing Account	Check	1096883	06/09/2021	Accounts Payable	GERALD RAY BENALLY	396.45
Open	NBAZ - Warrant Clearing Account	Check	1096884	06/09/2021	Accounts Payable	JULIA JUNE BENO	396.45
Open	NBAZ - Warrant Clearing Account	Check	1096885	06/09/2021	Accounts Payable	PAULA MARIE BILLY	306.00
Open	NBAZ - Warrant Clearing Account	Check	1096886	06/09/2021	Accounts Payable	CAROL BITAH	214.03
Open	NBAZ - Warrant Clearing Account	Check	1096887	06/09/2021	Accounts Payable	MARY ROSE BLACK	207.80
Open	NBAZ - Warrant Clearing Account	Check	1096888	06/09/2021	Accounts Payable	MARILYN BROWN	202.00
Open	NBAZ - Warrant Clearing Account	Check	1096889	06/09/2021	Accounts Payable	MARJORIE A BROWN	68.96
Open	NBAZ - Warrant Clearing Account	Check	1096890	06/09/2021	Accounts Payable	BONNIE BROWNING	40.48

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096891	06/09/2021	Accounts Payable	RONALD E CHAVEZ	36.00
Open	NBAZ - Warrant Clearing Account	Check	1096892	06/09/2021	Accounts Payable	ZANE ALAN COOPER	25.35
Open	NBAZ - Warrant Clearing Account	Check	1096893	06/09/2021	Accounts Payable	CLARYCE CROSBY	12.00
Open	NBAZ - Warrant Clearing Account	Check	1096894	06/09/2021	Accounts Payable	TIMOTHY W ELVENDAHL SR	25.35
Open	NBAZ - Warrant Clearing Account	Check	1096895	06/09/2021	Accounts Payable	MARY ERKMAN	415.14
Open	NBAZ - Warrant Clearing Account	Check	1096896	06/09/2021	Accounts Payable	DELBERT HARVEY	159.75
Open	NBAZ - Warrant Clearing Account	Check	1096897	06/09/2021	Accounts Payable	CHRISTINE D HOUSE	106.34
Open	NBAZ - Warrant Clearing Account	Check	1096898	06/09/2021	Accounts Payable	ALBERTA JOHNSON-WHITEY	330.16
Open	NBAZ - Warrant Clearing Account	Check	1096899	06/09/2021	Accounts Payable	COLLEEN LA GRANGE	76.05
Open	NBAZ - Warrant Clearing Account	Check	1096900	06/09/2021	Accounts Payable	BENJAMIN R LANO	101.00
Open	NBAZ - Warrant Clearing Account	Check	1096901	06/09/2021	Accounts Payable	ASHLEY LANSING	106.34
Open	NBAZ - Warrant Clearing Account	Check	1096902	06/09/2021	Accounts Payable	MICHAEL LATHAM	199.90
Open	NBAZ - Warrant Clearing Account	Check	1096903	06/09/2021	Accounts Payable	CLAUDENE MANGUM	36.00
Open	NBAZ - Warrant Clearing Account	Check	1096904	06/09/2021	Accounts Payable	WAYNE L MARCIL	25.35
Open	NBAZ - Warrant Clearing Account	Check	1096905	06/09/2021	Accounts Payable	VICTORIA MCARTHUR	132.15
Open	NBAZ - Warrant Clearing Account	Check	1096906	06/09/2021	Accounts Payable	AMELIA V MONTE	463.20
Open	NBAZ - Warrant Clearing Account	Check	1096907	06/09/2021	Accounts Payable	JAMES B MOORE JR	106.34
Open	NBAZ - Warrant Clearing Account	Check	1096908	06/09/2021	Accounts Payable	CHRISTINE MURPHY	60.06
Open	NBAZ - Warrant Clearing Account	Check	1096909	06/09/2021	Accounts Payable	CURTIS T NEZ	254.97
Open	NBAZ - Warrant Clearing Account	Check	1096910	06/09/2021	Accounts Payable	DEAN R NEZ	303.00
Open	NBAZ - Warrant Clearing Account	Check	1096911	06/09/2021	Accounts Payable	THOMAS J NOOYEN	12.00
Open	NBAZ - Warrant Clearing Account	Check	1096912	06/09/2021	Accounts Payable	MARY C NORCROSS	149.95
Open	NBAZ - Warrant Clearing Account	Check	1096913	06/09/2021	Accounts Payable	LISA MARIE OWENS	67.18
Open	NBAZ - Warrant Clearing Account	Check	1096914	06/09/2021	Accounts Payable	GARY R PARRISH	214.03
Open	NBAZ - Warrant Clearing Account	Check	1096915	06/09/2021	Accounts Payable	SHELLY E PLATERO	106.34
Open	NBAZ - Warrant Clearing Account	Check	1096916	06/09/2021	Accounts Payable	LEONARDO DANIEL PRIETO	306.00
Open	NBAZ - Warrant Clearing Account	Check	1096917	06/09/2021	Accounts Payable	RECROOMS.COM	2,699.00
Open	NBAZ - Warrant Clearing Account	Check	1096918	06/09/2021	Accounts Payable	SAMANTHA R RODRIGUEZ	182.85
Open	NBAZ - Warrant Clearing Account	Check	1096919	06/09/2021	Accounts Payable	HOPE ROKEZEWSKI	25.35
Open	NBAZ - Warrant Clearing Account	Check	1096920	06/09/2021	Accounts Payable	ALAN D SHERROW	40.48
Open	NBAZ - Warrant Clearing Account	Check	1096921	06/09/2021	Accounts Payable	KIAN LEE SLOANE	40.48
Open	NBAZ - Warrant Clearing Account	Check	1096922	06/09/2021	Accounts Payable	BRANDEE SNYDER	40.48
Open	NBAZ - Warrant Clearing Account	Check	1096923	06/09/2021	Accounts Payable	CARLA J STEPHENS	76.05
Open	NBAZ - Warrant Clearing Account	Check	1096924	06/09/2021	Accounts Payable	KAYLA THOMAS	138.38
Open	NBAZ - Warrant Clearing Account	Check	1096925	06/09/2021	Accounts Payable	LISA M THRASHER	60.95
Open	NBAZ - Warrant Clearing Account	Check	1096926	06/09/2021	Accounts Payable	ALVIN TOHTSONIE	214.03
Open	NBAZ - Warrant Clearing Account	Check	1096927	06/09/2021	Accounts Payable	IESHA V TSOSIE	132.15
Open	NBAZ - Warrant Clearing Account	Check	1096928	06/09/2021	Accounts Payable	MATILDA R WHITE-KING	207.80
Open	NBAZ - Warrant Clearing Account	Check	1096929	06/09/2021	Accounts Payable	JULIE R WILKINS	750.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096930	06/09/2021	Accounts Payable	NICHOLAS VAZIE	101.00
Open	NBAZ - Warrant Clearing Account	Check	1096931	06/10/2021	Accounts Payable	NACO	1,030.00
Open	NBAZ - Warrant Clearing Account	Check	1096932	06/14/2021	Accounts Payable	ALPINE ACTION ALLIANCE INC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1096933	06/15/2021	Accounts Payable	4IMPRINT	495.80
Open	NBAZ - Warrant Clearing Account	Check	1096934	06/15/2021	Accounts Payable	ABC SUPPLY CO	914.50
Open	NBAZ - Warrant Clearing Account	Check	1096935	06/15/2021	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1096936	06/15/2021	Accounts Payable	ALSCO INC	399.12
Open	NBAZ - Warrant Clearing Account	Check	1096937	06/15/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,929.89
Open	NBAZ - Warrant Clearing Account	Check	1096938	06/15/2021	Accounts Payable	AMIGO CHEVROLET	328.90
Open	NBAZ - Warrant Clearing Account	Check	1096939	06/15/2021	Accounts Payable	CHARLI A ANDERSON	276.08
Open	NBAZ - Warrant Clearing Account	Check	1096940	06/15/2021	Accounts Payable	ASPEN TIRE & OIL	77.18
Open	NBAZ - Warrant Clearing Account	Check	1096941	06/15/2021	Accounts Payable	AT&T MOBILITY	125.13
Open	NBAZ - Warrant Clearing Account	Check	1096942	06/15/2021	Accounts Payable	AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS	3,770.00
Open	NBAZ - Warrant Clearing Account	Check	1096943	06/15/2021	Accounts Payable	AZ ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	350.00
Open	NBAZ - Warrant Clearing Account	Check	1096944	06/15/2021	Accounts Payable	AZ CONSTABLES ASSN	618.00
Open	NBAZ - Warrant Clearing Account	Check	1096945	06/15/2021	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	190.00
Open	NBAZ - Warrant Clearing Account	Check	1096946	06/15/2021	Accounts Payable	AZ SUPREME COURT	375.00
Open	NBAZ - Warrant Clearing Account	Check	1096947	06/15/2021	Accounts Payable	HAYLEE MICHELLE BARRAGAN	120.00
Open	NBAZ - Warrant Clearing Account	Check	1096948	06/15/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	69.90
Open	NBAZ - Warrant Clearing Account	Check	1096949	06/15/2021	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	660.00
Open	NBAZ - Warrant Clearing Account	Check	1096950	06/15/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	511.85
Open	NBAZ - Warrant Clearing Account	Check	1096951	06/15/2021	Accounts Payable	BEACON FIRE AND SECURITY LLC	1,688.83
Open	NBAZ - Warrant Clearing Account	Check	1096952	06/15/2021	Accounts Payable	MARLEITA BEGAY	430.01
Open	NBAZ - Warrant Clearing Account	Check	1096953	06/15/2021	Accounts Payable	SARAH MAE BEGAY	95.00
Open	NBAZ - Warrant Clearing Account	Check	1096954	06/15/2021	Accounts Payable	BI INC	406.50
Open	NBAZ - Warrant Clearing Account	Check	1096955	06/15/2021	Accounts Payable	BI2 TECHNOLOGIES LLC	11,758.00
Open	NBAZ - Warrant Clearing Account	Check	1096956	06/15/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	268.55
Open	NBAZ - Warrant Clearing Account	Check	1096957	06/15/2021	Accounts Payable	SHANE LEO BODIE	266.00
Open	NBAZ - Warrant Clearing Account	Check	1096958	06/15/2021	Accounts Payable	BOOT BARN	649.46
Open	NBAZ - Warrant Clearing Account	Check	1096959	06/15/2021	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1096960	06/15/2021	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1096961	06/15/2021	Accounts Payable	BURNHAM MORTUARY	448.27
Open	NBAZ - Warrant Clearing Account	Check	1096962	06/15/2021	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1096963	06/15/2021	Accounts Payable	CDW GOVERNMENT LLC	1,307.15
Open	NBAZ - Warrant Clearing Account	Check	1096964	06/15/2021	Accounts Payable	CELLULAR ONE NE AZ	274.23
Open	NBAZ - Warrant Clearing Account	Check	1096965	06/15/2021	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	159.50
Open	NBAZ - Warrant Clearing Account	Check	1096966	06/15/2021	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1096967	06/15/2021	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	3,300.00
Open	NBAZ - Warrant Clearing Account	Check	1096968	06/15/2021	Accounts Payable	MICHAEL V CIRIVELLO	94.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096969	06/15/2021	Accounts Payable	CONTINUANT INC	1,178.20
Open	NBAZ - Warrant Clearing Account	Check	1096970	06/15/2021	Accounts Payable	COPPER STATE BOLT & NUT CO	58.64
Open	NBAZ - Warrant Clearing Account	Check	1096971	06/15/2021	Accounts Payable	JOSEPH DEDMAN JR	128.00
Open	NBAZ - Warrant Clearing Account	Check	1096972	06/15/2021	Accounts Payable	BEN DUGDALE	160.16
Open	NBAZ - Warrant Clearing Account	Check	1096973	06/15/2021	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	4,754.84
Open	NBAZ - Warrant Clearing Account	Check	1096974	06/15/2021	Accounts Payable	ELECTRONIC CENTER INC	42.10
Open	NBAZ - Warrant Clearing Account	Check	1096975	06/15/2021	Accounts Payable	TAMARA SUE ELLSWORTH	65.04
Open	NBAZ - Warrant Clearing Account	Check	1096976	06/15/2021	Accounts Payable	ENVIRONMENTAL TECHNOLOGY INC	3,477.27
Open	NBAZ - Warrant Clearing Account	Check	1096977	06/15/2021	Accounts Payable	FLEET PRIDE	20.06
Open	NBAZ - Warrant Clearing Account	Check	1096978	06/15/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	686.48
Open	NBAZ - Warrant Clearing Account	Check	1096979	06/15/2021	Accounts Payable	FRONTIER	1,887.15
Open	NBAZ - Warrant Clearing Account	Check	1096980	06/15/2021	Accounts Payable	FRONTIER	199.19
Open	NBAZ - Warrant Clearing Account	Check	1096981	06/15/2021	Accounts Payable	FRONTIER	177.85
Open	NBAZ - Warrant Clearing Account	Check	1096982	06/15/2021	Accounts Payable	FRONTIER	179.30
Open	NBAZ - Warrant Clearing Account	Check	1096983	06/15/2021	Accounts Payable	FRONTIER	111.82
Open	NBAZ - Warrant Clearing Account	Check	1096984	06/15/2021	Accounts Payable	FRONTIER	78.62
Open	NBAZ - Warrant Clearing Account	Check	1096985	06/15/2021	Accounts Payable	FRONTIER	173.10
Open	NBAZ - Warrant Clearing Account	Check	1096986	06/15/2021	Accounts Payable	FRONTIER	76.05
Open	NBAZ - Warrant Clearing Account	Check	1096987	06/15/2021	Accounts Payable	FRONTIER	78.11
Open	NBAZ - Warrant Clearing Account	Check	1096988	06/15/2021	Accounts Payable	FUTURE TIRE	1,455.82
Open	NBAZ - Warrant Clearing Account	Check	1096989	06/15/2021	Accounts Payable	FX TACTICAL LLC	246.91
Open	NBAZ - Warrant Clearing Account	Check	1096990	06/15/2021	Accounts Payable	GALL'S INC	905.38
Open	NBAZ - Warrant Clearing Account	Check	1096991	06/15/2021	Accounts Payable	GALLUP CUSTOM TINTING	368.15
Open	NBAZ - Warrant Clearing Account	Check	1096992	06/15/2021	Accounts Payable	GALLUP LUMBER & SUPPLY	995.81
Open	NBAZ - Warrant Clearing Account	Check	1096993	06/15/2021	Accounts Payable	GALLUP WATER WORKS	28.50
Open	NBAZ - Warrant Clearing Account	Check	1096994	06/15/2021	Accounts Payable	SAMUEL TODD GARDNER	580.40
Open	NBAZ - Warrant Clearing Account	Check	1096995	06/15/2021	Accounts Payable	MARSHA ANN GREGORY	331.92
Open	NBAZ - Warrant Clearing Account	Check	1096996	06/15/2021	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1096997	06/15/2021	Accounts Payable	PAUL HANCOCK	356.32
Open	NBAZ - Warrant Clearing Account	Check	1096998	06/15/2021	Accounts Payable	ROSCOE GEORGE HERRERA	128.00
Open	NBAZ - Warrant Clearing Account	Check	1096999	06/15/2021	Accounts Payable	BAILEY HESSON	16.14
Open	NBAZ - Warrant Clearing Account	Check	1097000	06/15/2021	Accounts Payable	ROBERT JAMES HIGGINS	3,142.60
Open	NBAZ - Warrant Clearing Account	Check	1097001	06/15/2021	Accounts Payable	HILL AZ GROCERY STORE	219.54
Open	NBAZ - Warrant Clearing Account	Check	1097002	06/15/2021	Accounts Payable	HILLYARD/FLAGSTAFF	210.87
Open	NBAZ - Warrant Clearing Account	Check	1097003	06/15/2021	Accounts Payable	HOME DEPOT	1,423.98
Open	NBAZ - Warrant Clearing Account	Check	1097004	06/15/2021	Accounts Payable	HORNE AUTO CENTER INC	73.42
Open	NBAZ - Warrant Clearing Account	Check	1097005	06/15/2021	Accounts Payable	BRIAN HOUNSHELL	117.10
Open	NBAZ - Warrant Clearing Account	Check	1097006	06/15/2021	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	194.77
Open	NBAZ - Warrant Clearing Account	Check	1097007	06/15/2021	Accounts Payable	MARIE D HUNTER	151.20

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097008	06/15/2021	Accounts Payable	INGRAM LIBRARY SERVICES	3,218.02
Open	NBAZ - Warrant Clearing Account	Check	1097009	06/15/2021	Accounts Payable	TRENT ADAM JENSEN	21.81
Open	NBAZ - Warrant Clearing Account	Check	1097010	06/15/2021	Accounts Payable	DENNISE L JONES	76.14
Open	NBAZ - Warrant Clearing Account	Check	1097011	06/15/2021	Accounts Payable	DEREK KIDWELL	437.50
Open	NBAZ - Warrant Clearing Account	Check	1097012	06/15/2021	Accounts Payable	KONICA MINOLTA	168.30
Open	NBAZ - Warrant Clearing Account	Check	1097013	06/15/2021	Accounts Payable	KUBL GROUP LLC	14,800.00
Open	NBAZ - Warrant Clearing Account	Check	1097014	06/15/2021	Accounts Payable	LARSON WASTE INC	19.95
Open	NBAZ - Warrant Clearing Account	Check	1097015	06/15/2021	Accounts Payable	MICHAEL LATHAM	146.11
Open	NBAZ - Warrant Clearing Account	Check	1097016	06/15/2021	Accounts Payable	MIKAILAH AUTUMN LEFEVRE	21.28
Open	NBAZ - Warrant Clearing Account	Check	1097017	06/15/2021	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	80.00
Open	NBAZ - Warrant Clearing Account	Check	1097018	06/15/2021	Accounts Payable	JAYMIE LYNN LEWIS-SMITH	23.52
Open	NBAZ - Warrant Clearing Account	Check	1097019	06/15/2021	Accounts Payable	FLORENCIO LOZOYA	32.70
Open	NBAZ - Warrant Clearing Account	Check	1097020	06/15/2021	Accounts Payable	MISSION UNIFORM & LINEN	78.22
Open	NBAZ - Warrant Clearing Account	Check	1097021	06/15/2021	Accounts Payable	NAPA	225.14
Open	NBAZ - Warrant Clearing Account	Check	1097022	06/15/2021	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	1,099.22
Open	NBAZ - Warrant Clearing Account	Check	1097023	06/15/2021	Accounts Payable	NATURE GIFT STORE LLC	57.90
Open	NBAZ - Warrant Clearing Account	Check	1097024	06/15/2021	Accounts Payable	NAVAJO NATION	650.19
Open	NBAZ - Warrant Clearing Account	Check	1097025	06/15/2021	Accounts Payable	NAVAJO SANITATION INC	349.80
Open	NBAZ - Warrant Clearing Account	Check	1097026	06/15/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	5,893.02
Open	NBAZ - Warrant Clearing Account	Check	1097027	06/15/2021	Accounts Payable	NAVAJO WESTERNERS	36.82
Open	NBAZ - Warrant Clearing Account	Check	1097028	06/15/2021	Accounts Payable	NAVAPACHE CHEM DRY	687.84
Open	NBAZ - Warrant Clearing Account	Check	1097029	06/15/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	10,990.36
Open	NBAZ - Warrant Clearing Account	Check	1097030	06/15/2021	Accounts Payable	JULIE ANN NICHOLSON	25.00
Open	NBAZ - Warrant Clearing Account	Check	1097031	06/15/2021	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	998.75
Open	NBAZ - Warrant Clearing Account	Check	1097032	06/15/2021	Accounts Payable	ANTONY C NOTAH	271.10
Open	NBAZ - Warrant Clearing Account	Check	1097033	06/15/2021	Accounts Payable	OCTOPUS CAR WASH INC	17.45
Open	NBAZ - Warrant Clearing Account	Check	1097034	06/15/2021	Accounts Payable	OFFICE DEPOT	156.25
Open	NBAZ - Warrant Clearing Account	Check	1097035	06/15/2021	Accounts Payable	ORKIN PEST CONTROL	1,682.22
Open	NBAZ - Warrant Clearing Account	Check	1097036	06/15/2021	Accounts Payable	PACIFIC PONDEROSA CO INC	18,867.84
Open	NBAZ - Warrant Clearing Account	Check	1097037	06/15/2021	Accounts Payable	RYAN N PATTERSON	649.99
Open	NBAZ - Warrant Clearing Account	Check	1097038	06/15/2021	Accounts Payable	RYAN N PATTERSON	563.28
Open	NBAZ - Warrant Clearing Account	Check	1097039	06/15/2021	Accounts Payable	PERFECT PRINTZ LLC	802.17
Open	NBAZ - Warrant Clearing Account	Check	1097040	06/15/2021	Accounts Payable	PREVENT CHILD ABUSE ARIZONA	150.00
Open	NBAZ - Warrant Clearing Account	Check	1097041	06/15/2021	Accounts Payable	QUILL CORP	4,518.58
Open	NBAZ - Warrant Clearing Account	Check	1097042	06/15/2021	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1097043	06/15/2021	Accounts Payable	RHINEHART OIL CO	22,683.06
Open	NBAZ - Warrant Clearing Account	Check	1097044	06/15/2021	Accounts Payable	RICOH USA INC	89.66
Open	NBAZ - Warrant Clearing Account	Check	1097045	06/15/2021	Accounts Payable	ROGUE FITNESS	5,987.32
Open	NBAZ - Warrant Clearing Account	Check	1097046	06/15/2021	Accounts Payable	RUSH TRUCK CENTER	1,712.70

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097047	06/15/2021	Accounts Payable	SAFELITE AUTO GLASS	1,271.86
Open	NBAZ - Warrant Clearing Account	Check	1097048	06/15/2021	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1097049	06/15/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	3,751.84
Open	NBAZ - Warrant Clearing Account	Check	1097050	06/15/2021	Accounts Payable	ALTON JOE SHEPHERD	294.00
Open	NBAZ - Warrant Clearing Account	Check	1097051	06/15/2021	Accounts Payable	SIERRA PROPANE	80.80
Open	NBAZ - Warrant Clearing Account	Check	1097052	06/15/2021	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	93.12
Open	NBAZ - Warrant Clearing Account	Check	1097053	06/15/2021	Accounts Payable	SONORA QUEST LABORATORIES	305.82
Open	NBAZ - Warrant Clearing Account	Check	1097054	06/15/2021	Accounts Payable	SPARKLETT'S WATER	131.92
Open	NBAZ - Warrant Clearing Account	Check	1097055	06/15/2021	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	191.38
Open	NBAZ - Warrant Clearing Account	Check	1097056	06/15/2021	Accounts Payable	SRFAX (J2 GLOBAL CANADA INC)	174.00
Open	NBAZ - Warrant Clearing Account	Check	1097057	06/15/2021	Accounts Payable	ST JOHNS CITY	55.58
Open	NBAZ - Warrant Clearing Account	Check	1097058	06/15/2021	Accounts Payable	ST JOHNS UNITED DRUG	35.47
Open	NBAZ - Warrant Clearing Account	Check	1097059	06/15/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	242.00
Open	NBAZ - Warrant Clearing Account	Check	1097060	06/15/2021	Accounts Payable	SYMBOL ARTS	583.00
Open	NBAZ - Warrant Clearing Account	Check	1097061	06/15/2021	Accounts Payable	TESSCO INC	247.09
Open	NBAZ - Warrant Clearing Account	Check	1097062	06/15/2021	Accounts Payable	THE GUIDANCE CENTER	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1097063	06/15/2021	Accounts Payable	THE POUR STATION	112.50
Open	NBAZ - Warrant Clearing Account	Check	1097064	06/15/2021	Accounts Payable	JEREL THOMAS	92.00
Open	NBAZ - Warrant Clearing Account	Check	1097065	06/15/2021	Accounts Payable	THOMSON REUTERS WEST	1,158.79
Open	NBAZ - Warrant Clearing Account	Check	1097066	06/15/2021	Accounts Payable	TRIPLE P AMERICA INC	2,618.55
Open	NBAZ - Warrant Clearing Account	Check	1097067	06/15/2021	Accounts Payable	TRIPLE R FUELS	34.83
Open	NBAZ - Warrant Clearing Account	Check	1097068	06/15/2021	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1097069	06/15/2021	Accounts Payable	US POSTMASTER	64.00
Open	NBAZ - Warrant Clearing Account	Check	1097070	06/15/2021	Accounts Payable	US POSTMASTER	150.00
Open	NBAZ - Warrant Clearing Account	Check	1097071	06/15/2021	Accounts Payable	VERIZON WIRELESS	496.63
Open	NBAZ - Warrant Clearing Account	Check	1097072	06/15/2021	Accounts Payable	WESTERN DRUG COMPANY	5.00
Open	NBAZ - Warrant Clearing Account	Check	1097073	06/15/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	663.10
Open	NBAZ - Warrant Clearing Account	Check	1097074	06/15/2021	Accounts Payable	WILLIAMS BROTHERS AUTO SERVICE, LLC	449.41
Open	NBAZ - Warrant Clearing Account	Check	1097075	06/15/2021	Accounts Payable	WILLIAMS SCOTSMAN INC (WILLSCOT)	1,327.86
Open	NBAZ - Warrant Clearing Account	Check	1097076	06/15/2021	Accounts Payable	ANTONIA WOOD	87.26
Open	NBAZ - Warrant Clearing Account	Check	1097077	06/15/2021	Accounts Payable	WOODLAND BUILDING CENTER	165.74
Open	NBAZ - Warrant Clearing Account	Check	1097078	06/15/2021	Accounts Payable	XEROX CORP	70.55
Open	NBAZ - Warrant Clearing Account	Check	1097079	06/15/2021	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,336.34
Open	NBAZ - Warrant Clearing Account	Check	1097080	06/15/2021	Accounts Payable	JAY YELLOWHORSE	499.72
Open	NBAZ - Warrant Clearing Account	Check	1097081	06/15/2021	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
Open	NBAZ - Warrant Clearing Account	Check	1097083	06/16/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	1,862.25
Open	NBAZ - Warrant Clearing Account	Check	1097084	06/16/2021	Accounts Payable	ALTON JOE SHEPHERD	254.24
Open	NBAZ - Warrant Clearing Account	Check	1097085	06/16/2021	Accounts Payable	BUTCH GUNNELS	800.67
Open	NBAZ - Warrant Clearing Account	Check	1097086	06/16/2021	Accounts Payable	THE POUR STATION	543.31

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097087	06/16/2021	Accounts Payable	MICHAEL B WHITTING	814.10
Open	NBAZ - Warrant Clearing Account	Check	1097088	06/16/2021	Accounts Payable	JOSEPH YOUNG	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1097089	06/17/2021	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	143.00
Open	NBAZ - Warrant Clearing Account	Check	1097090	06/17/2021	Accounts Payable	AZ DEPT OF REVENUE	4,399.10
Open	NBAZ - Warrant Clearing Account	Check	1097091	06/17/2021	Accounts Payable	FUTURE TIRE	102.48
Open	NBAZ - Warrant Clearing Account	Check	1097092	06/17/2021	Accounts Payable	HOUSTON BARRICADE & SUPPLY LLC	35,791.78
Open	NBAZ - Warrant Clearing Account	Check	1097093	06/17/2021	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	1,737.54
Open	NBAZ - Warrant Clearing Account	Check	1097094	06/17/2021	Accounts Payable	ALTON JOE SHEPHERD	429.52
Open	NBAZ - Warrant Clearing Account	Check	1097095	06/17/2021	Accounts Payable	US POSTMASTER	226.00

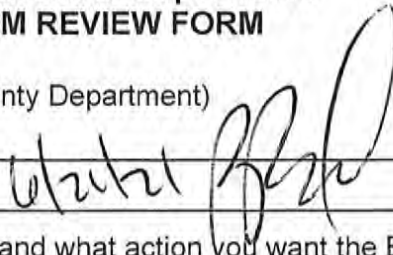
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:



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 June 1, 2021

BOS Meeting Date Requested 6/29/21

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

June 1, 2021
St. Johns, Arizona

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

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

Jack Ingram led the Pledge of Allegiance.

Jason Moore gave the invocation.

Chairman Shirley called for the Health District items.

Stephanie McCarthy, on behalf of the Health District, requested approval of a Professional Services Agreement between the Apache County Health Services District and Alena Thompson, FNP to provide the services of a contract nurse practitioner for the monthly Family Planning/Well Woman Health Check clinic and the total yearly expense of \$4,800 has been budgeted for in FY22. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Stephanie McCarthy, on behalf of the Health District, requested approval to reimburse Kim Cole for relocation expenses in accordance with Apache County Human Resources Policy Manual Section 1.7. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Shirley called for the Library District items.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between the Greer Community Facilities Association and the Apache County Library District from July 1, 2021 through June 30, 2022 at the rate of \$863.84 per month. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2021 through June 30, 2022 at the annual rate of \$50.00 per month. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between the Vernon Domestic Water Improvement District and the Apache County Library District from July 1, 2021 through June 30, 2022 at the annual rate of \$25.00 per month. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval of social media policies for patrons and staff of the Apache County Library District. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

The Board sat as the Board of Directors and following a public hearing, discussion, and possible approval of the 2021-2022 Tentative Budgets for the Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education. A copy of the proposed budgets are available online at www.co.apache.az.us or in the County Manager's Office. **Mr. Shepherd made the motion to open the floor for public comment, seconded by Mr. Davis.** Vote was unanimous. There was no one wanting to address the board during the public hearing. Timothy Hinton, Finance Director provided an overview of the special district's budgets. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Davis.** Vote was unanimous. **Mr. Davis moved to approve the 2021-2022 tentative budget for the special districts, seconded by Mr. Shepherd.** Vote was unanimous.

The Board reconvened as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2021-2022 Tentative Budget for Apache County. A copy of the proposed Tentative Budget is available online at www.co.apache.az.us or in the County Manager's Office. **Mr. Shepherd moved to open the floor for public comment, seconded by Mr. Davis.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. Timothy Hinton, Finance Director, provided an overview of the County's tentative budget. Mr. Patterson thanked the Board, elected officials and department heads for good their work on the budget and stated the tax rates are going down by 13 cents and includes consideration of a 3% across the board increase for the employees and have balanced the budget with expenditures and revenues. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Davis. Vote was unanimous. Mr. Davis moved to approve the 2021-2022 tentative budget, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-E and recommended approval. **Mr. Davis moved approval, seconded by Mr. Shepherd.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between May 4, 2021 to June 1, 2021. Payee Amount APACHE COUNTY TAX WITHHOLDING 4,126.50 ALLEGRA 2,169.39 AMAZON CAPITAL SERVICES INC 4,532.12 ARIZONA ELEVATOR SOLUTIONS INC 4,093.62 ARIZONA GRAND RESORT LLC 3,129.40 AUTO SAFETY

HOUSE LLC 1,202.98 AZ DEPT OF RISK MANAGEMENT 1,690.58 BLUE KNIGHT
SECURITY LLC 3,525.00 BURNHAM MORTUARY 2,288.65 CDW GOVERNMENT LLC
8,215.19 CONTRACT PHARMACY SERVICES INC 2,679.33 COURTESY CHEVROLET
1,192.95 CRESCENT ELECTRIC SUPPLY CO 1,345.53 CS&S COMPUTER SYSTEMS
3,175.44 DESERT EQUINE CONSTRUCTION LLC 3,524.64 EMPIRE MACHINERY
1,554.84 FUTURE TIRE 2,341.67 GLAXO SMITHKLINE PHARMACY 7,496.66 KLINT
HEAP 1,598.46 HILLYARD/FLAGSTAFF 1,586.06 HOME DEPOT 4,992.49 HP2 INC
1,250.29 IT CREATIONS INC 4,450.00 KACHINA HEAT TRANSFER INC 1,390.88
KUBL GROUP LLC 46,900.00 MICHAEL LATHAM 7,257.99 REDACTED 1,876.49
MORGAN JONES FUNERAL HOME 4,432.41 NAVAJO TRIBAL UTILITY AUTHORITY
1,155.33 NAVOPACHE ELECTRIC COOPERATIVE 1,962.97 NFOCUS SOLUTIONS
6,247.00 OVERDRIVE INC 1,277.88 PACIFIC PONDEROSA CO INC 15,351.33
PAGE STEEL 35,875.76 QUILL CORP 6,471.54 RHINEHART OIL CO 19,139.76
RUSH TRUCK CENTER 1,765.96 SECURUS TECHNOLOGIES INC 3,196.49 THE
AARONS COMPANY LLC 3,000.00 VERIZON WIRELESS 1,791.51 WAGNER
EQUIPMENT CO 1,060.69 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,524.48
WOODLAND BUILDING CENTER 1,647.90 WRIGHT EXPRESS FSC WEX 2,552.03 WW
CATTLE GUARDS LLC 2,604.00 YAZZIE'S AUTO PARTS INC 2,775.15 EMPIRE
MACHINERY 45,873.07 NATIONAL BANK 29,433.66 APACHE COUNTY FSA 1,074.11
APACHE COUNTY HSA 4,293.75 APACHE COUNTY MEDICAL 159,671.28 APACHE
COUNTY TAX WITHHOLDING 133,821.82 ASRS LEGACY EORP 8,301.16 AZ STATE
RETIREMENT SYSTEM 107,384.75 COLONIAL LIFE AND ACCIDENT INS 1,449.30
CORRECTIONS OFFICER RET PLAN 10,622.61 CORRECTIONS OFFICER RETIREMENT
PLAN 520 2,453.35 EORP LEGACY 1,360.17 NATIONWIDE 2,309.53 NATIONWIDE
TRUST FSB 3,887.64 PUBLIC SAFETY PERSONNEL 401 13,397.80 PUBLIC SAFETY
SHERIFF RET 9,598.47 SUPPORT PAYMENT CLEARINGHOUSE 1,588.88 ADHS AZ
HEALTH CARE COST 22,400.00 AIR-A-ZONA FLAG CO INC 1,112.26 AMAZON
CAPITAL SERVICES INC 4,067.41 ASHTONS REPAIR INC 1,291.62 AZ DEPT OF
REVENUE 7,016.91 AZLGEBT 4,775.00 BATTERIES PLUS (GLENDALE/CHANDLER)
2,855.75 BREWER LAW OFFICE PLLC 8,500.00 CDW GOVERNMENT LLC 3,774.24
CREATIVE MULTIMEDIA INC (CMI) 5,292.50 CREATIVE MULTIMEDIA INC (CMI)
7,901.78 DELL COMPUTER CORPORATION 1,109.26 DESERT MOUNTAIN CORP
3,624.82 EM HALE LAW 4,992.00 EMPIRE MACHINERY 1,747.34 FRONTIER 4,674.68
FRONTIER 1,886.87 FUTURE TIRE 1,803.83 HAMBLIN LAW OFFICE PLC 8,500.00
HILLYARD/FLAGSTAFF 1,138.10 HOME DEPOT 3,660.38 JCG TECHNOLOGIES INC
1,134.53 MICHAEL LATHAM 3,305.13 LEGATE, PENROD & ASSOCIATES 5,046.00
LIGHT HOUSE OF ARIZONA 1,057.65 NATIONAL BUSINESS FURNITURE 2,084.70
NAVAJO TRIBAL UTILITY AUTHORITY 2,838.27 NAVOPACHE ELECTRIC
COOPERATIVE 6,476.45 NORCHEM DRUG TESTING LAB (CORDANT) 1,215.85
NORTHERN ARIZONA COUNCIL OF GOVERNMENT – NACOG 11,564.00 OVERDRIVE
INC 3,047.51 PERFECT PRINTZ LLC 9,469.46 PREMIUM PROPANE LLC 1,696.76
QUALITY READY MIX INC 2,678.22 QUILL CORP 4,357.24 R JOHN R JOHN LEE
ATTORNEY AT LAW 8,500.00 RHINEHART OIL CO 15,787.65 RUSH TRUCK CENTER
2,777.78 SECURUS TECHNOLOGIES INC 1,581.09 SIERRA PROPANE 1,052.92
THOMSON REUTERS WEST 4,130.95 TOWN OF EAGAR 1,112.69 TRINITY SERVICES
GROUP INC 19,581.01 WITMER PUBLIC SAFETY GROUP INC 1,339.54 US

POSTMASTER 4,649.80 AMAZON CAPITAL SERVICES INC 3,015.30 AZ DEPT OF
 HEALTH SERVICES 1,690.00 AZ SUPREME COURT 9,660.00 AZLGEBT 323,178.64 BOB
 BARKER COMPANY INC 3,037.34 CANNON CONSULTANTS LLC 4,020.00
 CONTINUANT INC 1,178.20 DELL COMPUTER CORPORATION 5,012.49 EMPIRE
 MACHINERY 5,920.29 FRONTIER 1,341.27 ROBERT JAMES HIGGINS 3,710.82
 HILLYARD/FLAGSTAFF 2,798.40 INGRAM LIBRARY SERVICES 4,764.29 JERRY'S
 OFFICE FURNITURE 5,474.53 LAWSON PRODUCTS INC 1,068.63 NAVAJO TRIBAL
 UTILITY AUTHORITY 4,154.99 NAVOPACHE ELECTRIC COOPERATIVE 8,789.73
 DANA BRYCE PATTERSON 8,500.00 PIMA COUNTY MEDICAL 9,200.00 QUILL CORP
 6,811.04 RHINEHART OIL CO 25,009.00 RIGG LAW FIRM PLLC 2,336.00 LAURENCE
 SCHIFF 1,600.00 SECURUS TECHNOLOGIES INC 1,951.20 SUN & SECURITY LLC
 2,405.85 THOMSON REUTERS WEST 3,697.80 VERIZON WIRELESS 1,389.23 WRIGHT
 EXPRESS FSC WEX 2,960.34 APACHE COUNTY FSA 1,032.44 APACHE COUNTY HSA
 4,218.75 APACHE COUNTY MEDICAL 158,924.07 APACHE COUNTY TAX
 WITHHOLDING 129,754.47 ASRS LEGACY EORP 8,301.16 AZ STATE RETIREMENT
 SYSTEM 106,180.33 COLONIAL LIFE AND ACCIDENT INS 1,449.30 CORRECTIONS
 OFFICER RET PLAN 11,117.25 CORRECTIONS OFFICER RETIREMENT PLAN 520
 2,432.05 EORP LEGACY 1,360.17 NATIONWIDE 2,178.07 NATIONWIDE TRUST FSB
 3,916.02 PUBLIC SAFETY PERSONNEL 401 13,397.80 PUBLIC SAFETY SHERIFF RET
 9,385.38 SUPPORT PAYMENT CLEARINGHOUSE 1,485.13 AMAZON CAPITAL
 SERVICES INC 6,950.70 AZ REPUBLIC 1,457.41 BASIN PUMP AND SUPPLY CO INC
 1,696.00 BROWN'S PARTSMaster INC 2,376.12 BURNHAM MORTUARY 1,000.00
 COURTESY CHEVROLET 41,377.64 DH PACE COMPANY INC 1,794.15 EM HALE LAW
 1,600.00 EMPIRE MACHINERY 3,946.55 ESRI INC 5,151.70 FUTURE TIRE 1,365.00
 GALLUP BLUEPRINT 1,818.00 HAMBLIN & ASSOCIATES LLC 4,200.00 HOME DEPOT
 4,108.19 INGRAM LIBRARY SERVICES 1,263.74 LARRY H MILLER TOYOTA PEORIA
 25,037.72 MIGALI SCIENTIFIC 10,931.00 NAVOPACHE ELECTRIC COOPERATIVE
 5,834.07 NEWMAN SIGNS INC 2,381.80 PERFECT PRINTZ LLC 5,374.88 PROFORCE
 LAW ENFORCEMENT 2,598.15 QUILL CORP 1,862.72 RDO EQUIPMENT CO 72,707.91
 RELIABLE BACKGROUND SCREENING 2,177.84 RHINEHART OIL CO 23,950.15 S R
 ROBERTS INC 1,870.55 SECURUS TECHNOLOGIES INC 1,532.45 SIERRA PROPANE
 1,297.58 THE UNIVERSITY OF ARIZONA 7,500.00 UNITED INFORMATION SERVICES
 8,386.49 VERIZON WIRELESS 2,942.00 WHITE MOUNTAIN COMMUNICATIONS
 2,304.24 YAVAPAI COUNTY GOVERNMENT 2,350.00 QUALITY 1ST ROOFING INC
 7,932.50 QUALITY 1ST ROOFING INC 23,390.00 QUALITY 1ST ROOFING INC 7,969.50
 VERIZON WIRELESS 2,942.00 WHITE MOUNTAIN COMMUNICATIONS 2,304.24
 YAVAPAI COUNTY GOVERNMENT 2,350.00 VERIZON WIRELESS 2,942.00 WHITE
 MOUNTAIN COMMUNICATIONS 2,304.24 YAVAPAI COUNTY GOVERNMENT 2,350.00

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 May 4, 2021 and May 6, 2021. Finance Department: C. Request approval of updated
 Pension Funding Policy in accordance with A.R.S. §38-863.01. Community Development: D.
 Request the appointment of Brad Jarvis to serve on the Planning & Zoning Commission,
 appointed for a 4-year term effective June 1, 2021. Human Resources: E. County Attorney's
 Office: Request approval to reimburse two (2) Legal Clerks for relocation expenses in
 accordance with the County's Human Resources Policy Manual Section 1.7. Vote was

unanimous.

Flora Nez, on behalf of District II, requested approval of a submission of a USDA-Community Facilities grant for outdoor solar lighting for the Ft. Defiance and Ganado Road Yards in the amount of \$108,756.00. This grant requires a match of \$27,189.00 utilizing District II funds. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson requested approval of an Independent Contractor Agreement with MH Consulting and Project Management. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Dale Hauser, on behalf of the Engineering Department, requested approval to enter into a Memorandum of Understanding between the Navajo Nation and Apache County. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Dale Hauser, on behalf of the Engineering Department, requested approval to award Request for Qualifications to Woodson Engineering and Surveying for road design services and request approval to enter into negotiations for a professional services contract and design fees. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Dale Hauser, on behalf of the Engineering Department, requested approval to adjust unit costs for Pacific Ponderosa to accommodate increase in steel prices. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Dale Hauser, on behalf of the Engineering Department: Discussion and possible approval to utilize the Sourcewell contract to purchase a semi-tractor for District II, not to exceed \$160,000 with funds budgeted for in FY21. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, requested approval to approve of Intergovernmental Agreement (Contract # CTR05439) for the PHEP Budget for FY 2021-2022 in the amount of \$212,865.00. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Roscoe Herrera, Chief Deputy Sheriff, requested approval of a Memorandum of Understanding (MOU) with the United States Marshals Service in participating and assisting in a Regional Fugitive Task Force for the purpose of locating and apprehending fugitives in Apache County. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Joy Whiting, School Superintendent introduced John Champagne provided Presentation on Broadband/Internet in Apache County. No action was taken.

Chairman Shirley opened the floor or call to the public.

Terry Hill, a resident of Apache County stated N8333 is a road that once was maintained but is no longer being maintained by the county and disabled residents live on that road.

Kendra McGregor, a resident of Apache County and stated county road 8230 was changed without board approved to N8333 and requested the board correct the error.

Jeff Fountain, a resident of Apache County stated with the condition of his road, there is no way to get an emergency vehicle to anyone.

Greg Anderson, a resident of Apache County and stated in the winter road 8230 is almost impassable and he has looked at the documentation and its clear to him that there was action taken on that road that was not approved by the board of supervisors.

Peggy Reed, a resident of Apache County stated she one of five people who are disabled and live on 8230 and there is no way an ambulance can get to her and needs the road changed back to a maintained road.

Chairman Shirley gave a directive to Mr. Patterson and County Attorney Whiting to follow up on this issue and get the job done. Mr. Shirley stated there are some legalities that need to be taken care of so those need to be dealt with and referred this issue again to Mr. Patterson and added Mr. Whiting to address this issue and to work to get something done regarding the resident's concerns.

Jim McGregor, a resident of Apache County, expressed his ideas on broadband. Mr. McGregor stated he has come before the Board three times regarding his road and the Board directed this issue to Mr. Patterson twice, and was told by Mr. Patterson that Mr. Crosby was going to send him some paperwork to fill out to get the process started to make his road a maintained road, and that never happened. Mr. McGregor stated that he never once said he was going to sue the County so Mr. Whiting is putting words in his mouth. Mr. McGregor stated there are many maintained roads that one lives on in the county and should be changed to only maintain roads that people actually live on. Mr. McGregor stated he feels like he has been given the run around and requested the Board to vote on changing his road to maintained.

Mr. Shepherd stated this issue keeps coming up and Mr. Crosby should provide an answer to the Board within two weeks and if the research shows the road is not a maintained road, there is a petition process to add a road so it can be maintained.

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

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

Approved this 29th day of June, 2021.

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

6/21/21 [Signature]

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

Request approval of the tax exemption for the Arizona Southern Baptist Convention for parcel 209-18-010 pursuant to A.R.S. §42-11153. The exemption was filed late due to an administrative oversight within the organization.

BOS Meeting Date Requested 6/29/21

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



12801 N. 28th Dr.
Suite 1
Phoenix, AZ
85029-1300

Office 602-843-1030
Toll Free 800-687-2431
Fax 602-843-7587
www.azsbc.org

MEMO

May 25, 2021

Re: Parcel # 209-18-010

To: Apache County Board of Supervisors

This memo is in regard to Parcel #20918010 in the St. Michael's area. According to the records, this property has been owned by the Arizona Southern Baptist Convention since 1973. Due to a clerical error, however, we only recently became aware of our ownership of this property. We sincerely apologize for this error and would like to ask the forgiveness of Apache County for any back taxes that might be due for this property. We have applied for tax exemption for this parcel as we would like to use it for a new church plant if possible.

The Arizona Southern Baptist Convention is an approved 501(c)(3) non-profit organization registered with the Corporation Commission in the State of Arizona. The purpose of the corporation, according to our Articles of Incorporation, is "the spread of the Gospel of Jesus Christ, the advancement of missionary, education, and benevolent work, and the promotion of good fellowship and cooperative effort among Baptists."

Thank you for considering this request for forgiveness. We would like to stay in the good graces of the people of Apache County!

Sincerely,

David W. Johnson
Executive Director



ARIZONA
SOUTHERN BAPTISTS
WORKING TOGETHER!

12801 N. 28th Dr.
Suite 1
Phoenix, AZ
85029-1300

Office 602-843-1030
Toll Free 800-687-2431
Fax 602-843-7587
www.azsbc.org

MEMO

May 25, 2021

Re: Parcel # 209-18-010

To: Julia Stanton, Apache County Assessor's Office

This memo is in regard to Parcel #20918010 in the St. Michael's area. This parcel is owned by the Arizona Southern Baptist Convention and is designated for religious use. We are planning to use this property for a new church plant. The Arizona Southern Baptist Convention is an approved 501(c)(3) non-profit organization registered with the Corporation Commission in the State of Arizona. The purpose of the corporation, according to the attached Articles of Incorporation, is "the spread of the Gospel of Jesus Christ, the advancement of missionary, education, and benevolent work, and the promotion of good fellowship and cooperative effort among Baptists."

Attached please find the supporting documents requested by your office including the signed and notarized Affidavit for Religious Exemption. Please let us know if you need any other documentation for the property tax exemption. Thank you for your cooperation in this matter.

Sincerely,

David W. Johnson
Executive Director

Rodger Dahozy
Apache County Assessor
PO Box 770
75 West Cleveland Street
St. Johns, AZ 85936



Phone: (928) 337-7624

Hours of Operation: Mon - Thurs 6:30 AM to 5:30 PM

AFFIDAVIT FOR ORGANIZATIONAL EXEMPTION

Pursuant to A.R.S. 42-11101 through 42-11155

ARIZONA SOUTHERN BAPTIST CONV
C/O BILL PARKER, DIRECTOR LOAN FUND
12801 N 28TH DR
PHOENIX, AZ 85029

Please provide corrections in ownership and address below:

Date sold: _____

The application period is January 1 through March 1. Please make sure that all application materials are received or postmarked no later than March 1 of the current tax year.

Exemption Type:

RELIGIOUS ORGANIZATION

Listed Under A.R.S. §§42-11109

Listings of current parcels/accounts and vehicles owned can be found on the following pages.

Please list any additional exempt parcels/accounts

Parcel # 209-18-010

Please list any additional exempt vehicles

I HAVE READ THE ABOVE AND HEREBY AFFIRM THAT THE INFORMATION INCLUDED IS TRUE AND CORRECT.

Signature

5-27-21

(602) 843-1030

David Johnson @ azsbc.org

Date

Phone

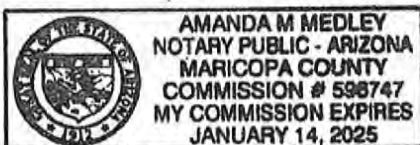
E-mail

Amanda M Medley

Signature of Deputy Assessor or Notary

1/14/2025

Date/Date Commission Expires



Please indicate any parcels or vehicles that are no longer owned by your organization by striking through those entries below.

Listing of Parcels Owned

<u>Account Number</u>	<u>Parcel Number</u>
R0050343	20918010

Listing of Vehicles Owned

<u>Year</u>	<u>Vehicle Info</u>	<u>Vehicle Identification Number (VIN)</u>
-------------	---------------------	--

*Indicates a parcel receiving a partial exemption. You will receive a tax bill for the non-exempt portion of this property.

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

date/time stamp

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

County Manager _____

Date/Signature: _____

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

Discussion and possible approval of an Independent Contractor Agreement with Titus Consulting, LLC.

BOS Meeting Date Requested 6/29/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

INDEPENDENT CONTRACTOR AGREEMENT (Titus Consulting, LLC)

This Agreement for independent contractor services is entered into between Apache County through the Apache County Board of Supervisors ("County") and Titus Consulting, LLC ("Contractor") as follows:

RECITALS:

WHEREAS, The County desires to contract with an outside professional to manage and administer certain services and projects described below;

WHEREAS, The Contractor is competent to provide these services on behalf of the County.

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

Services may include: assistance in coordination of natural resources planning, emergency management, analyses, and decision support when pertinent to the County; research and provide input related to economic development projects and funding sources as part of a collaborative with the Apache County Manager, Economic Development Director, and other state, federal, and local entities when necessary and applicable; health, safety and environmental services and consulting, other such planning and management as directed by the County Manager through the Board of Supervisors or other elected officials as need may arise.

FINANCIAL

As full and complete compensation for the services to be provided by Contractor; the County shall pay to the Contractor a fixed rate of fifty dollars (\$50.00) per hour and all reasonable and necessary costs incurred in the performance of services, upon the presentation of proper receipts, not to exceed a total annual amount of \$45,000.00 (Forty-Five Thousand). Reasonable and necessary costs include, but are not limited to: travel expenses, mileage (at the current IRS rate), expert fees, printing costs, and cost of media correspondence and presentations.

RENEWAL

This Agreement shall remain in full force and effect for the period of one year, with possible renewal for an additional year; unless earlier terminated by the parties, by mutual written agreement with the signature of both parties, prior to the expiration of this contract.

INVOICE FOR PAYMENT

On the first and third Monday of each month, the Contractor will submit to the County Manager's Office, an invoice for services provided along with digital scans of any receipts to which the contractor is seeking reimbursement. Payment will be made directly to the Contractor in accordance with the County's standard procurement procedures for processing payments.

GENERAL REQUIREMENTS

This Agreement is entered into in accordance with Arizona Revised Statutes §11-251. The Contractor shall comply with all federal and state statutes, regulations, and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

DISPUTES

In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

TERMINATION OF CONTRACT

The Contractor or County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by regular or certified mail, return receipt requested to the other party. In the event of termination as provided in this Section, the Contractor shall: a) stop all work as specified in the notice of termination; and, b) the Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

DEFAULT

The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement. The Contractor shall continue the performance of this contract to the extent not terminated. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the County, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of

all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

NON-DISCRIMINATION

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

RECORD RETENTION

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor; with a complete copy of all records provided to the County, until such appeals, litigation, claims or exceptions have been resolved.

INSURANCE

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance: 1) Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by County; and, 2) if required by law, workers' compensation coverage including employees' liability coverage. Contractor shall provide County with current certificates of insurance; and, Contractor shall provide to the County written guarantee of thirty (30) days written notice to the County of cancellation, non-renewal or material change.

INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

CANCELLATION FOR CONFLICT OF INTEREST

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute(s).

CHOICE OF LAW

Any dispute or terms of this contract shall be governed by the laws of the State of Arizona.

ASSIGNMENT

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

Effective Date: July 1, 2021
Expiration Date: June 30, 2022

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the County:

Chairman,
Apache County Board of Supervisors

Date

Contractor, Titus Contracting, LLC

Date

Michael B. Whiting
Apache County Attorney's Office
Approved as to form

Date

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

date/time stamp

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

District III

Date/Signature: _____

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

Discussion and possible approval of a Letter of Support related to broadband infrastructure.

BOS Meeting Date Requested 6/29/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

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

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

NELSON DAVIS
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

June 29, 2021

Mr. Jeff Sobotka,
State Broadband Director
Arizona Commerce Authority
100 N 7th Ave, Suite 400
Phoenix, Arizona 85007

**RE: ACA PARTNERSHIP OPPORTUNITY
NTIA BROADBAND INFRASTRUCTURE PROGRAM 21**

Dear Mr. Sobotka,

I am writing on behalf of Apache County in response to the Arizona Commerce Authority's (ACA) invitation to broadband carriers – or political subdivisions with a broadband carrier partner – to submit expressions of interest and to formally seek ACA's support for an Application seeking funding via the NTIA Broadband Infrastructure Program. The ACA has indicated that it intends to select an eligible project to formally endorse or serve as a co-applicant for the grant.

As you are personally aware, Apache County lacks adequate broadband infrastructure to meet the broadband needs of our communities. The recent COVID 19 pandemic has exacerbated the economic, educational and healthcare impacts on communities that lack adequate broadband. Therefore, Apache County and some of its elected officials have been actively working with you, the ACA and other interested stakeholders to address the dire need for adequate broadband on behalf of our communities.

To that end, we have received and considered a proposal from Commnet Wireless, LLC to deploy a high-speed broadband network for residences and businesses in Apache County. Under its proposal, a majority of certain populations and businesses in Apache County will be served by fiber-to-the-premise with outlying areas being served by mid band fixed wireless service at speeds of at least 100/20 Mbps (downlink / uplink) across all areas. Commnet is working on a detailed regional design that considers multiple communities separately to make sure their needs are met, while driving down costs relative to pursuit as individual projects. Finally, Commnet intends to leverage its existing transport network and spectrum assets in Apache County to reduce costs and speed up deployment.

Apache County sees the NTIA Broadband Infrastructure Program as the ideal vehicle to fund Commnet's proposal. Additionally, both Apache County and Commnet are examining ways to develop an in-kind match for the Application. Therefore, on behalf of Apache County, we hereby seek the ACA's endorsement and support for the proposed project and Application to NTIA.

In closing, I want to personally thank you and the ACA for all the work that you are doing to address the broadband need of our county and the entire state of Arizona. Please do not hesitate to contact me if you have any questions.

Sincerely,

Dr. Joe Shirley, Jr., Board Chairman

Joy Whiting, Apache County School Superintendent
(Apache County Business Schools' Consortium)

Approved as to Form:
Michael B. Whiting, Apache County Attorney

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

RECEIVED DATE

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

Angela Romero/Election Department

Date/Signature: 6/17/21 Angela C. Romero

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

1. Request approval to conduct the November 2, 2021 Special Election as a "Ballot by Mail" election for: an Extension of Override for Round Valley Unified School District #10 and a Special Bond and Override for Window Rock Unified School District #8.

BOS Meeting Date Requested 6/29/21

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Dept.

Date/Signature:  6/20/21

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

Request approval to enter into a contract with Woodson Engineering & Survey, Inc. for ^{Professional} ~~Design~~ Services on County Road C-420 Ganado School Loop. The scope and fee to include Project administration, topographical survey, Civil design and Geotechnical Investigation for a proposed cost of \$140,600 from D2 funds

BOS Meeting Date Requested 6-29-21

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 _____

WOODSON

ENGINEERING & SURVEYING, INC.

124 N Elden St, Flagstaff, AZ 86001
(928) 774-4636 | Fax (928) 774-4646

June 23, 2021

Ferrin Crosby, P.E.
Apache County Engineer
P.O. Box 238
St. Johns, AZ 85936
fcrosby@co.apache.az.us

Re: Apache County – County Road C-420 Ganado School Loop
Proposal for Professional Services – Woodson Project No. 121602

Dear Ferrin:

Thank you for the opportunity to submit our proposal for the referenced project. Woodson Engineering (WE) is able to provide surveying, planning, and engineering services to assist in the successful completion of a project such as this.

PROJECT UNDERSTANDING

From our discussions when we met with you on May 25th and from our site visit with you on June 21st, we understand that this project provides for the reconstruction of County Road C-420 (Ganado Bus Loop) in Ganado, AZ. The project will commence at the wash crossing near Post Office Road on the west and end at the intersection with Highway 264 on the southeast. This project will reconstruct the driving surface and extend the life of the roadway. The project also includes adding curb, gutter, and sidewalk to the inside of the road (the side adjacent to the school facilities) and also improving roadside drainage where feasible.

The scope of the project is to provide construction plans, a bid schedule, and any special provisions necessary to supplement the standard Apache County bidding documents. It is understood that the project will not be bid for construction after the design and construction documents are complete. The County's goal is to get the project "shovel ready" in an effort to help secure construction funding. Therefore, post design services such as Pre-Bid meeting, Bid Opening, Pre-Con meeting, Bid Addenda, response to RFI's, shop drawing submittal reviews, As-built drawings, etc. are not included in this proposal. It is assumed that there will be no public meetings with key stakeholders necessary for this project, including the Ganado Unified School District, the Navajo Nation Ganado Chapter, and the Navajo Nation.

The following is our Scope of Services for this project, with our fees indicated by task.

TASK 1 – PROJECT MEETINGS AND ADMINISTRATION

WE will produce project schedules, monthly invoices, and manage project staff under this task. WE will meet with County staff at key plan levels for review of plans and obtaining comments (assume 2 meetings).

This work will be performed for a lump sum cost of \$12,200. Reimbursable expenses are included in the fee which include printing and mileage for the project. Invoices will be sent monthly based on a percent complete.

TASK 2 – ADDITIONAL TOPOGRAPHIC SURVEY AND BASEMAP

WE will perform a field survey of specific areas where greater detail is required. This data will supplement the drone topo completed by the County. The County drone topo will be provided to WE in AutoCAD format. The conventional survey data collected in the field will be combined with the drone topo and this will serve as the basemap for the engineering design.

It is assumed that the County will provide boundary survey information as necessary for this project, including the existing right-of-way delineation for the roadway.

This work will be performed for a lump sum cost of \$4,600. Reimbursable expenses are included in the fee which include printing and mileage for the project. Invoices will be sent monthly based on a percent complete.

TASK 3 – CIVIL DESIGN

WE will prepare 30% level plans depicting the existing roadway features, right-of-way and easements (provided by others), and the proposed horizontal and vertical alignment of the proposed new pavement. WE will work with County staff to determine if any culverts or other drainage improvements should be completed along the corridor to improve upon the existing conditions. The plans and design will be prepared and completed in accordance with Apache County Standards and Specifications. The plans will include the following:

- Cover sheet
- Notes and quantities
- Standard Details including typical and structural sections, intersection design details
- Geometric Control for Horizontal Alignment
- Paving Plan and Profiles
- Storm Drainage Improvements (as necessary)
- Signing and Marking Sheets (if necessary)
 - Striping will be shown based on existing conditions, if any exist

The plans will be submitted to the County for review and comment. WE will attend a comment resolution meeting (noted above) and provide a comment response letter.

Based on the comments received, WE will prepare 90% plans for the proposed improvements. WE will prepare an Engineer's Cost Estimate based on the 90% design. The plans and estimate will be submitted to the County for review and comment. WE will attend a comment resolution meeting (noted above) and provide a comment response letter.

Based on the comments received, WE will prepare final plans, bid schedule, cost estimate and supplemental specifications/special provisions for incorporation into a future Bid Documents package.

This work will be performed for a lump sum cost of \$116,100. Reimbursable expenses are included in the fee which include printing and mileage for the project. Invoices will be sent monthly based on a percent complete.

TASK 4 – GEOTECHNICAL INVESTIGATION

WE will obtain the services of a Geotechnical Engineer to provide a Geotechnical Investigation and Report. The report will identify the subsurface conditions and existing pavement structural sections in the locations of the borings. The report will also provide recommended pavement structural sections and site preparation recommendations. The Geotechnical Engineer on our team for this project will be Speedie and Associates. Their proposal is attached herein for your reference. Note that this task includes a 15% markup for WE to manage the subconsultant.

This work will be performed for a lump sum cost of \$10,340. Invoices will be sent monthly based on a percent complete.

IN SUMMARY

Task 1 – Project Meetings and Admin.	\$ 12,200
Task 2 – Topographic Survey	\$ 4,600
Task 3 – Civil Design	\$116,100
Task 4 – Geotechnical Investigation	\$ 10,340
Total	\$143,240

ADDITIONAL SERVICES

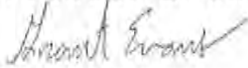
Additional services that may be required or desired during the course of the project but that are not included in the above fee proposal might include the following. Woodson Engineering will work with the CLIENT to coordinate or complete these services on an as needed basis as directed by the CLIENT. Fees for Additional Services will be completed on a time and materials basis per the attached 2021 Fee Schedule.

- Any permitting, submittal, or review fees
- Boundary survey, Construction Staking
- New Easement Exhibits and Legal Descriptions
- Environmental Analysis or Surveys
- Retaining wall or other structural design
- Landscaping design
- Bid Phase Services, Post Design Services, CA Services, As-Builts
- Traffic studies, drainage, or flood studies
- Utility Potholing
- Additional meetings or coordination with stakeholders not mentioned above

Please let me know if you have any questions regarding the above scope and fees. I am available to discuss any aspect of this proposal. Thank you for this opportunity to work with Apache County on this project.

Sincerely,

WOODSON ENGINEERING



Grant Evans
Sr. Project Manager

c: Mark Woodson, PE, LS

WOODSON

ENGINEERING & SURVEYING

124 N. Elden Street • Flagstaff, AZ 86001
(928) 774-4636 • www.woodsoneng.com

PROPOSAL & CONTRACT

Date: June 23, 2021

Project: Apache County – County
Road C-420 Ganado School Loop

Project No.: 121602

CLIENT: Ferrin Crosby, P.E.
Apache County Engineer
P.O. Box 238
St. Johns, AZ 85936

PROJECT NAME/ LOCATION: Apache County – County Road C-420 Ganado School Loop / Ganado, AZ

SCOPE OF SERVICES: Per the attached letter.

FEE ARRANGEMENT: Per the attached letter.

SCHEDULE: Work shall commence upon authorization to proceed and shall be completed in accordance with schedules agreed to between the owner and consultant.

RETAINER AMOUNT: \$0

FEE FOR ADDITIONAL SERVICES: On a time and material basis per the attached Terms and Conditions.

SPECIAL CONDITIONS: Per the attached Scope of Services.

Woodson Engineering terms and conditions are a part of this agreement.

Offered by:

 6/23/21
For Mark Woodson, President date

*This offer is good for 30 days unless
noted otherwise.*

Accepted by:

signature date

printed name/title

TERMS AND CONDITIONS

Woodson Engineering and Surveying, Inc. (Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: The Firm will have access to the site for activities necessary for the performance of the services.

Billings/Payments: Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. **Invoices shall be due on receipt.** If the invoice is not paid within 15 days, the Firm may, without formal notice and without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Work may not resume immediately upon receipt of payment but as the Firm's schedule permits. **Objections to invoices shall be made in writing within 10 days of the invoice date.** The Firm shall not withhold its services because of the non-payment of disputed portions of a bill. **Retainers shall be credited on the final invoice.**

Late Payments: Accounts unpaid 25 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid, undisputed balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments will be credited first to interest then to principal.

Indemnification: The Firm/Client hereby indemnify and hold harmless the Client/Firm from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Agreement, except when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Firm/Client.

Dispute Resolution: All disputes arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. If any dispute that is submitted to mediation is not successfully resolved, the matter may be resolved through litigation in any court of competent jurisdiction.

In the event that legal action is brought by either party against the other (including action to enforce or interpret any aspect of this agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due.

Certifications: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitations of Liability: Client acknowledges and agrees that the Firm will not be liable to Client for any losses, damages, costs or expenses which, jointly, severally, individually or in the aggregate, which exceed the Firm's applicable insurance coverage limits, exclusions and conditions as set forth in such policies at the time of service. Client agrees further to limit Firm's aggregate liability on the project, due to professional negligent acts, errors or omission of the Firm to an amount no greater than the Firm's fee.

Termination of Services: This agreement may be terminated by Client or Firm upon 30 days written notice. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable and termination expenses. Neither party shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

Ownership of Documents: The Client and the Firm acknowledge that the Firm's Plans and Specifications (P&S) are instruments of professional service. Nevertheless, the P&S prepared under this Agreement shall become the property of the Client upon completion of and full payment for the Work. The Client agrees to hold harmless, indemnify, and defend the Firm against all damages, claims and losses of any kind (including defense costs), arising out of any use of the P&S on any other project or for additions to this project without appropriate compensation and written authorization of the Firm.

Fee Schedule:

Principal	\$ 210 per hour
Assoc Principal	\$ 195 per hour
Dept. Mgt./Sr. PM	\$ 180 per hour
Project Manager	\$ 170 per hour
Prof Engineer/Surveyor	\$ 150 per hour
Sr.Designer/Sr.Crew Chief	\$ 140 per hour
Designer/Sr.Tech/Planner	\$ 120 per hour
Engineer/Surveyor (IT)	\$ 120 per hour
Technician/Administrative	\$ 90 per hour
Clerical	\$ 75 per hour
2 Person Survey Crew	\$ 200 per hour
1 Person Survey Crew	\$ 145 per hour
Mileage	Current Government Rate

Reimbursable expenses including but not limited to: meals and lodging, expedited shipping, printing and copying, will be billed with a 15% markup and are not included in our lump sum or hourly fees unless the contract specifically states that they are included.

Expert witness and other services related to litigation or arbitration including preparation and on-call time will be charged at 1.5 times our regular rates.

June 22, 2021

Grant Evans
Woodson Engineering
124 N. Elden Street
Flagstaff, AZ 860015262

**RE: Proposal for Geotechnical Investigation
Ganado School Bus Loop
Ganado Intermediate School
Ganado, AZ
Proposal No. 77416SF**

Dear, Mr. Evans:

We are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development and pavement design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of repaving of approximately 5,200 linear feet of two-lane roadway to accommodate bus, passenger, and waste/delivery trucks.. Daily traffic is expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be graded or otherwise altered to accommodate storm water dissipation and disposal.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling 5 pavement borings (1 every 1000 feet) to depths of 5 feet below existing ground surface, or refusal, whichever comes first. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered. This proposal does not factor in costs associated with traffic control, if necessary. Holes drilled through asphalt will be brought back to grade with a bagged cold-patch.

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. AC and PCCP pavement thicknesses and any special considerations regarding underlying AB thickness.
2. Recommendations regarding cuts and fills along the proposed roadway.
3. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.

4. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. We propose to provide the services set forth herein for a lump sum amount of **\$8,995.00**, which includes all testing, engineering and reimbursable expenses and an electronic copy of the report (pdf format; paper copies available upon request). Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$15.00 per report. Time from authorization to proceed to final report submittal at this time is on the order of 10 to 12 weeks following our receipt of this signed proposal (authorization to proceed). This time frame does not include delays due to inclement weather or delays in the field not caused by Speedie & Associates and subcontractors.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy, and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES


Gabe S. Epstein

APPROVED AND ACCEPTED
For: Woodson Engineering

By: _____

Print Name: _____

Date: _____

ENGINEERING SERVICES
Northern Arizona 2021 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 150.00
Project Manager	125.00
Sr. Geologist/Engineer	125.00
Project Engineer/Geologist	110.00
Environmental Specialist	90.00
Special Inspector (Architectural)	85.00
Special Inspector (Structural/Geotechnical)	80.00
Staff Engineer/Geologist	85.00
Sr. Engineering Technician	75.00
Draftsman	75.00
Materials Testing Technician	60.00
Clerical/Administrative	55.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders
- Night Shift

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

APACHE COUNTY

Submitter's Name: Emergency management

Date/Signature: [Signature]

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

In accordance with Outdoor Fire Ordinance 2019-10: notification that on June 11, 2021, Apache County entered into Stage 2 Fire Restrictions.

BOS Meeting Date: June 29, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review ☐

Finance Review: _____

Signature: _____

Check if item does not require review ☐

Human Resources Review: _____

Signature: _____

Check if item does not require review ☐

Other Review: _____

Signature: _____

Check if item does not require review ☐

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name

Emergency Management

Date/Signature:

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

Discussion and possible approval to extend the WFHF 18-202 grant until August 31, 2021.

BOS Meeting Date: June 29, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature:

Check if item does not require review

Finance Review:

Signature:

Check if item does not require review

Human Resources Review:

Signature:

Check if item does not require review

Other Review:

Signature:

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



GRANT AMENDMENT

Grant No: WFHF 18-202

Arizona Department of
Forestry and Fire
Management

1110 W. Washington, Ste 100
Phoenix, Arizona 85007
(602) 771-1400

Apache County

Amendment No: 2

It is mutually agreed that the referenced grant agreement is amended as follows:

1. Pursuant to Page 1, Item 4: TERM OF AGREEMENT, per the email request dated May 26th, 2021, the term of this agreement shall be extended to an end date of August 31, 2021.

TOTAL project acres to be completed: 200 Acres

All Other provisions shall remain in their entirety

Grantee hereby acknowledges receipt and acceptance of above amendment. Amendment only becomes effective once signed by both Grantee and Arizona Department of Forestry and Fire Management.

The above referenced Grant Amendment is hereby executed as of the final signature date below.

Grantee: **Apache County**

Grantor: **Arizona Department of Forestry
and Fire Management**

Signature

Date

Signature

Date

Authorized Signatory's Name and Title

State Forester

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(Addendum 8-10-19)

Submitter's Name: Emergency management

Date/Signature: [Signature]

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

Discussion and possible approval of State Homeland Security Grant Program (EMW-2020-SS-00017-S01). This grant is written by Navajo County for the Coconino, Navajo, and Apache County. Apache County's portion of the award is \$20,857.33.

BOS Meeting Date: June 29, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review ☐

Finance Review: _____

Signature: [Signature]

Check if item does not require review ☐

Human Resources Review: _____

Signature: _____

Check if item does not require review ☐

Other Review: _____

Signature: _____

Check if item does not require review ☐

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 18, 2020

Chairman Jason Whiting
Navajo County Emergency Management
100 E. Code Talkers Drive
Holbrook, AZ 86025-0668

Subject: FFY 2020 Homeland Security Grant Program
Subrecipient Agreement Number: 200106-02
Project Title: **2020 North Region Training and Exercise**

Dear Chairman Jason Whiting,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**2020 North Region Training and Exercise**" has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$62,572**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2020 federal award date as indicated in the U.S. DHS award package is 9/01/2020 with a total amount of funding of \$25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-S01.

Per your application, Navajo County Emergency Management intends to furnish a memorandum of understanding (MOU) to the AZDOHS which will authorize the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (DEMA) in coordination with AZDOHS to manage and execute funding under subrecipient agreement number 200106-02. DEMA will assume responsibility for all programmatic and financial reporting requirements outlined in the subrecipient agreement.

Please place the MOU on agency letterhead, sign and return to AZDOHS:

Arizona Department of Homeland Security
1700 W. Washington St, Suite 210
Phoenix, AZ 85007

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director



NAVAJO COUNTY
EMERGENCY MANAGEMENT & Preparedness
P.O. Box 668
Holbrook, AZ 86025
(928)524-4163 ■ FAX (928)524-4787



Memorandum of Understanding

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85007

Dear Director Orrantia,

On behalf of Navajo County Emergency Management, I would like to formally notify you that it is the intent of Navajo County Emergency Management that \$62,572 from FFY 2020 SHSGP subrecipient agreement # 200106-02 be retained and managed by the Arizona Department of Emergency and Military Affairs, Division of Emergency Management in coordination with the Arizona Department of Homeland Security for training and exercise opportunities in the North Region.

This letter from Navajo County Emergency Management shall serve as a formal memorandum of understanding for the purposes of managing local funds for training and exercise in the North Region.

Sincerely,

Catrina Jenkins, Emergency Manager
September 21, 2020

2020 State Homeland Security Grant Application

Submitted by Catrina Jenkins on February 7, 2020 - 8:25am

PROJECT ADMINISTRATION

PROJECT DESCRIPTION

Project ID: 20-NOR-014

Subrecipient Agreement #: 200106-02

Project Title: 2020 North Region Training and Exercise

Project Summary:

The North Region Training and Exercise project will fund training and exercises for all response personnel throughout the region as well as other regions throughout Arizona. In addition, training will be available for emergency management agencies, volunteer groups and local government organizations in order to produce more resilient communities throughout northeast Arizona. Participating in the requested training and exercises will allow for better prevention, protection, mitigation, response and recovery of all emergencies, including acts of domestic and international terrorism. All training courses will be NIMS compliant courses approved by FEMA in order to provide the common response structure necessary for all emergency response regardless of the scenario. Exercises will continue to utilize a "whole community" approach in order to ensure personnel are familiar with neighboring agencies capabilities.

Organization Name:

Navajo County Emergency Management

COMMENTS / REVIEW

Funding Year: 2020

Performance Period: October 1, 2020 to September 30, 2021

Award Letter Date: September 20, 2020

Allowed Amount: 0

Total Recommendation: 62572

EHP: A

APPLICANT CONTACT

Applicant Title:
Emergency Manager

Applicant Name:
Catrina Jenkins

Applicant Email:
catrina.jenkins@navajocountyaz.gov

Applicant Office Phone:
(928) 524-4163

Applicant Cell Phone:
(928) 414-1310

Address:
100 E. Code Talkers Drive
Holbrook AZ 86025-0668

HEAD OF AGENCY CONTACT

Head of Agency Title:
Chairman

Head of Agency Name:
Jason Whiting

Head of Agency Email:
ncbos@navajocountyaz.gov

Head of Agency Office Phone:
(928) 524-4153

PROGRAM CONTACT

Program Contact Title:
Emergency Manager

Program Contact Name:
Catrina Jenkins

Program Contact Email:
catrina.jenkins@navajocountyaz.gov

Program Contact Office Phone:
(928) 524-4163

Program Contact Cell Phone:
(928) 414-1310

FISCAL CONTACT

Fiscal Contact Title:
Emergency Manager

Fiscal Contact Name:
Catrina Jenkins

Fiscal Contact Email:
catrina.jenkins@navajocountyaz.gov

Fiscal Contact Office Phone:
(928) 524-4163

Fiscal Contact Cell Phone:
(928) 414-1310

Address:
100 E. Code Talkers Drive
Holbrook AZ 86025-0668

AGENCY DEMOGRAPHICS

Number of sworn personnel: 0

Specialized Team Project Supports: None

INITIATIVES

Initiatives:

Implement NIMS and NRP Capabilities

Is this project a Law Enforcement Terrorism Prevention Activity (LETPA)?: No

Project Type: Establish/enhance sustainable homeland security training program

THREAT PROFILE

1. What is the terrorism threat your area faces that will be addressed by this project?:

Other

Describe "Other" Terrorism Threat(s):

Northern Arizona has several identified potential targets of potential terrorism. Targets include major tourist attractions such as the Grand Canyon and Petrified Forest National Parks that attract millions of visitors every year, economic targets such as Burlington Northern Railroad, Interstate 40 and the Glen Canyon Dam which would critically impact shipping, energy and commerce across the nation. Additionally, Northern Arizona University is home to thousands of students as well as staff and attracts thousands more during major events such as graduations, sporting events and cultural events. Additionally all 3 counties have large population influxes during various seasons due to weather and events. All of these targets would be severely impacted by any type of terrorism. Most common scenario would be an active shooter or explosive device event by a domestic terrorist group. Active groups throughout the northern region include sovereign citizen groups, anti-immigration groups and eco-terrorist.

2. Explain how this project will assist your agency in preventing/protecting against/mitigating/responding to/recovering from all hazards events and threats including your chosen terrorism threat in question 1.:

It is through training frequently and extensive exercises that personnel will be prepared to plan for, mitigate against, respond to and recover from any and all emergency incidents. It is necessary to maintain a ready state at all times in order to be effective for any incident. There have already been several events throughout the region to include active shooter threats, bomb threats and suspicious devices. Now cyber-terrorism is becoming a more frequent issue even in the more rural areas. Last year alone 2 rural counties in Arizona were compromised by implanted malware and their systems were compromised for several weeks to months. In addition to training and exercising funds would be made available for professional conferences. These conferences are critical for learning real-world lessons learned from peers and partners that have managed through the "worst day".

3. Mission Area > Core Capability:

- Respond , Operational Coordination

3a. Capability Target > POETE > Gap:

- Establish and maintain a unified and coordinated operational structure process within 2 hours of a potential or actual incident that appropriately integrates all affected protection partners and supports the execution of core capabilities , Exercise , Command, control, and coordination
- Establish and maintain a unified and coordinated operational structure process within 2 hours of a potential or actual incident that appropriately integrates all affected protection partners and supports the execution of core capabilities , Planning , Command, control, and coordination
- Establish and maintain a unified and coordinated operational structure process within 2 hours of a potential or actual incident that appropriately integrates all affected protection partners and supports the execution of core capabilities , Training , Command, control, and coordination

4. What resources does your agency have to support the capability target selected above?:

The North Region has a multitude of subject matter experts willing to assist in their various fields of expertise. In addition to the personnel we have several training facilities available to support effective training environments and exercise facilities such as Northeast Arizona Training Center in Taylor to put into practice various scenarios.

5. How will this project help your agency to achieve the capability target selected above?:

Training and preparing for the types of threats and hazards within this region is paramount to all response personnel, emergency management and support personnel/volunteers. Ensuring stakeholders have up-to-date training and pertinent exercises will ensure an efficient response, aid in mitigation efforts, continue to protect and finally aid in the recovery from all threats and hazards.

6. Will your agency continue to maintain, support and sustain this capability with other funding sources if Homeland Security grant funds were no longer available?: Yes

6a. Describe how your agency will maintain this capability.:

Agencies would be asked to provide subject matter experts that have knowledge in various fields. Several staff members have been able to attend the Homeland Security Exercise and Evaluation Program used to provide structured progressive exercises. Other funding sources would be necessary to attend the professional conferences and attendance would likely be negatively impacted due to a lack of funding sources.

7. Does this project support a NIMS typed resource?: No

8. Has your agency previously been awarded Homeland Security Grant Program (SHSGP, UASI and/or OPSPG) funding to support this project/capability?: Yes

8a. List the Subrecipient Agreement number and award amounts previously received in support of this capability.:

FY2019 awarded \$3,726; FY2018 awarded \$62,000; FY2017 awarded \$66,806; FY2016 awarded \$68,000; FY2015 awarded \$65,487

9. Is your agency prepared to provide up to 25% cash (hard) or in-kind (soft) match and ensure it is tracked and documented should matching funds be a requirement in FFY 2020?:

Yes

9a. What will the source of the match be?:

Match would be in the form of in-kind through use of facilities and personnel.

10. Describe which agencies will directly benefit from this project aside from your own and how they will benefit.:

There are too many agencies to list however all participants would benefit. Historically attendance has been from emergency management, law enforcement, fire, EMS, schools, public works, health preparedness, volunteers and tribal entities.

PLANNED PROJECT ACTIVITIES

PLANNED ACTIVITIES FOR QUARTER #1

Receive award packet and present to respective Board of Supervisors for approval. Complete the Memorandum of Understanding with DEMA to administer the funds for this project. Each county will plan and coordinate delivery of training with the DEMA Training Branch and coordinate exercises with the DEMA Exercise Branch as necessary. Each county will request reimbursement as accordingly.

PLANNED ACTIVITIES FOR QUARTER #2

Each county will plan and coordinate delivery of training with the DEMA Training Branch and coordinate exercises with the DEMA Exercise Branch. Each county will request reimbursement as necessary.

PLANNED ACTIVITIES FOR QUARTER #3

Each county will plan and coordinate delivery of training with the DEMA Training Branch and coordinate exercises with the DEMA Exercise Branch. Each county will request reimbursement as necessary.

PLANNED ACTIVITIES FOR QUARTER #4

Each county will plan and coordinate delivery of training with the DEMA Training Branch and coordinate exercises with the DEMA Exercise Branch. Each county will request reimbursement as necessary. All final reimbursement requests will be submitted within the 45 days of the close of the period of performance.

EQUIPMENT REQUEST

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Total Awarded
Equipment Requested Total: \$0		0	\$0	\$0	\$0
Equipment Awarded Total: \$0			\$0	\$0	\$0

TRAINING REQUEST

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors	Supplies	Travel	Total Requested	Total Awarded
Training Name: Intermediate ICS	\$0	\$0	\$17,928	\$0	\$0	\$17,928	\$58,572
Training Description: This course covers Organization and Staffing, Organizing for Incidents and Events, Resource Management, and Air Operations							
Trainers / Contractors / Consultants Details: Funds will be used to host 4 deliveries and include instructors and their related expenses as well as books.							
Training Name: Advanced ICS	\$0	\$0	\$15,008	\$0	\$0	\$15,008	\$0
Training Description: This course expands upon the material covered in ICS-100 through ICS-300. ICS-400 focuses on large single-agency and complex multi-agency/multijurisdictional incident response. The course addresses area command and staff issues, as well as the planning, logistical, and fiscal considerations associated with complex incident management and interagency coordination. Course topics include: Command and General Staff; Deputies and assistants; Unified Command; Organizational relationships between Area Command, Unified Command, Multi Entity Coordination Systems, and Emergency Operations Centers (EOCs).							
Trainers / Contractors / Consultants Details: Funds will be used to host 4 deliveries and include instructors and their related expenses as well as books.							
						\$68,170	\$58,572

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors		Supplies	Travel	Total Requested	Total Awarded
			Consultants					
Training Name: Evacuation and Re-Entry Planning	\$0	\$0	\$2,695		\$0	\$0	\$2,695	\$0
<i>Training Description: This FEMA course is an elective course for the Advanced Professional Series (APS) program. Participants will be provided with the knowledge and skills needed to design and implement an evacuation and re-entry plan for their jurisdiction. It uses a community's vulnerability analysis and evacuation plan (participants are encouraged to bring a copy of both of these from their jurisdiction). It also addresses evacuation behavior and recommends methods to make evacuation and re-entry more efficient.</i>								
Trainers / Contractors / Consultants Details: Funds will be used to host 1 delivery and include instructors and their related expenses as well as books.								
Training Name: Mass Care/Emergency Assistance Planning and Operations	\$0	\$0	\$5,000		\$0	\$0	\$5,000	\$0
<i>Training Description: The goal of this course is to improve coordination and collaboration between local, tribal and/or state MC/EA coordinators and other agencies, non-governmental organizations and the private sector using scalable, repeatable and consistent processes. The purpose of this course is to prepare MC/EA Coordinators and their teams to develop MC/EA plans to support and/or coordinate MC/EA disaster responses</i>								
Trainers / Contractors / Consultants Details: Funds will be used to host 1 delivery and include instructors and their related expenses as well as books.								
Training Name: Arizona Emergency Services Association Annual Conference	\$0	\$1,200	\$0		\$0	\$5,000	\$6,200	\$0
<i>Training Description: AESA conducts an annual conference with opportunities to hear speakers on relevant topics, opportunities for networking and educational break-out sessions. Each county would benefit from multiple attendees participating in this event.</i>								
<i>Workshops / Conferences Details: Conference registration fees for 8 attendees</i>								
<i>Travel Details: Travel expenses including lodging, per diem and mileage for 8 attendees.</i>								
							\$68,170	\$58,572

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors /	Supplies	Travel	Total Requested	Total Awarded
Training Name: Annual National Homeland Security Conference	\$0	\$1,500	\$0	\$0	\$2,000	\$3,500	\$0
<i>Training Description: The National Homeland Security Association sponsors the National Homeland Security Conference. The Conference is the annual meeting of local Homeland Security and emergency management professionals from the Nation's largest metropolitan areas. It has become the best attended and most highly anticipated homeland security and emergency management conference of the year as it focuses on all emergency response disciplines at all levels of government.</i>							
Workshops / Conferences Details: Conference registration and class fees for 2 attendees from North Region.							
Travel Details: Travel expenses including airfare lodging, per diem and mileage for 2 attendees.							
Training Name: International Association of Emergency Managers Annual Conference	\$0	\$3,000	\$0	\$0	\$10,000	\$13,000	\$0
<i>Training Description: This multi-day training and educational event provides many benefits to emergency management professionals in all levels of government, the private sector, and non-government agencies alike. The conference includes a multitude of topics across the emergency management spectrum, enhancing your knowledge and strengthening your network of professionals.</i>							
Workshops / Conferences Details: Conference registration and class fees for up to 3 participants.							
Travel Details: Travel expenses including airfare, lodging, per diem, mileage and related costs for 3 participants.							
Training Name: Basic Community Emergency Response Team Train the Trainer	\$0	\$0	\$4,839	\$0	\$0	\$4,839	\$0
<i>Training Description: This 3-day course prepares participants to teach the Community Emergency Response Team (CERT) course to volunteers in their local communities at classes sponsored by their local emergency services providers. Course content, instructional methodology and administrative considerations for implementing the program are covered. Participants must be sponsored by their local jurisdiction and have completed the 20 hour CERT basic training. Participants should be willing to teach 3 classes per year for their sponsoring institution upon the successful completion of the course.</i>							
Trainers / Contractors / Consultants Details: Funds will be used to host 1 delivery and include instructors and their related expenses as well as books.							
						\$68,170	\$58,572

Training Request Total: \$68,170

Training Award Total: \$58,572

Does your agency have a MYTEP?: No

EXERCISE REQUEST

Description	Exercise Type	Backfill / Overtime	Workshops / Conference	Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
The North Region would initiate a regional exercise to test capabilities for Mass Evacuation.	Tabletop Exercises	\$0	\$10,000 Award - \$4,000	\$0	\$500	\$2,000	\$12,500	\$4,000
Workshops / Conference Details: Hire a consultant to produce and implement HSEEP structured TTX exercise.								
Supplies Details: General office supplies, print materials and supplies to aid in the completion of the exercise.								
Travel Details: Travel costs to include lodging, per diem and mileage.								
The North Region would initiate a regional exercise to test capabilities for Mass Evacuation.	Full Scale	\$0	\$25,000	\$0	\$5,000	\$5,000	\$35,000	\$0
Workshops / Conference Details: Hire a consultant to produce and implement HSEEP structured full scale exercise.								
Supplies Details: Supplies necessary to complete a well structured exercise including moulage, various office supplies, printing etc.								
Travel Details: Travel costs to include lodging, per diem and mileage.								
							\$47,500	\$4,000

Exercise Requested Total: \$47,500

Exercise Awarded Total: \$4,000

Does your agency have a MYTEP?: Yes

PLANNING REQUEST

Description	Backfill and Overtime	Workshops / Conference	Staff / Contractors / Consultants	Materials	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
							\$0

Planning Request Total: \$0
Planning Award Total: \$0

ORGANIZATION ACTIVITY REQUEST

Description	Overtime	Operational Expenses	Staff / Contractors / Consultants	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0
				\$0	\$0

Organizational Activity Request Total: \$0
Organizational Activity Award Total: \$0

MANAGEMENT AND ADMINISTRATION REQUEST

Description	Backfill / Overtime	Personnel / Contractor / Consultant	Travel	Materials	Total Requested
	\$0	\$0	\$0	\$0	\$0
					\$0

M&A Total Requested: \$0

M&A Awarded Total: \$0

PROJECT REQUEST TOTAL

Cost Category	Total Requested	Total Awarded
Equipment Total	\$0	\$0
Exercise Total	\$47,500	\$4,000
Training Total	\$68,170	\$58,572
Planning Total	\$0	\$0
Organization Total	\$0	\$0
Project Total	\$115,670	\$62,572
Management and Administration		
	M&A Amount Requested	M&A Amount Awarded
	\$0	\$0
Indirect Costs		
	Indirect Costs Requested	Indirect Costs Approved
	No	No

INDIRECT COSTS

Is your agency seeking indirect costs?: No
Indirect Costs Approved: No

FUNDING PRIORITIES

Can partial funding be accepted in support of this project?: No

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

date/time stamp

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

Apache County Recorder's Office

Date/Signature: _____

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

Discussion and possible approval into enter in to contract with" Tyler" Technologies Inc., to provide an updated recording program for the Recorder's Office. Program will be paid for by the Recorder's Fund and the remainder from General Fund. Tyler will streamline processes between the Recorder's Office and the Assessor's office. It will save man hours in the Assessor's office, improve wait times for name changes on transfer documents and possibly on land splits and combines thus improving customer service to the Citizens of the County.

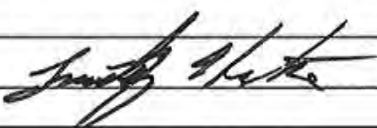
BOS Meeting Date Requested 06/29/2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature  _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Apache County, Arizona.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Named Users”** means the maximum number of named users that are authorized to use the EnerGov labeled modules identified in the Investment Summary, if any.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements



thereto.

- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here:
<https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial

hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

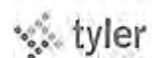
SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith

estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT



This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party

Software.

- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler

Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that

is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as

notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Apache County, Arizona

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Apache County
PO Box 428
Saint Johns, AZ 85936
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Sales Quotation For:
Apache County
PO Box 428
Saint Johns, AZ 85936
Phone: +1 (520) 337-4364

Shipping Address:
Apache County
PO Box 428

Quoted By: Glen Snider
Quote Expiration: 10/31/21
Quote Name: Apache County Recorder ER On Prem

Tyler Software

Description	Software Total	Year One Maintenance
Eagle		
Software		
Recorder Base		
Full Seat License [7]		
eRecording		
Self Service		
Ecommerce		
Historical Index		
TOTAL	\$ 55,500	\$ 11,100

Tyler Software and Related Services - Annual

Description	Annual Fee
-------------	------------

Eagle	
Annual Fees	
Basic Network Services - (Annual Fee)	
Disaster Recovery Services - (Annual Fee)	
Software	
Web Recording	
TOTAL	\$ 3,777

Professional Services		
Description	Extended Price	Maintenance
Eagle		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Self Service Package		
eRecording		
Historical Index		
TOTAL	\$ 55,200	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 55,500	\$ 11,100
Total Annual	\$ 0	\$ 3,777
Total Tyler Services	\$ 55,200	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 110,700	\$ 14,877
Contract Total	\$ 125,577	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;

- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

1.3 *SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.



- 2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of service for Disaster Recovery Services found here: <https://www.tylertech.com/terms/disaster-recovery-terms-of-service>.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule

A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support*:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.



New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue.
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit E
Statement of Work

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

date/time stamp

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

Date/Signature: _____

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

Sheriff's Office: Discussion and possible approval to award bid B21-04-001 for Provision of Health Care Services to Advanced Correctional Healthcare.

BOS Meeting Date Requested: June 29, 2021.

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

**PROVISION OF HEALTH CARE SERVICES #B21-04-001
TECHNICAL REVIEW EVALUATION FORM**

Advanced Correctional Healthcare, 3922 Baring Trace, Peoria, Illinois 61615						
PROPOSAL EVALUATED BY:	Eric Scott Navajo County	DC Garcia Navajo County	Janelle Linn Navajo County	Chief Deputy Herrera Apache County	Ryan Patterson Apache County	Stephanie McCarthy Apache County
Vendor's qualifications and experience (Max 15 Points)	15	15	15	11	13	14
Vendor's response to objectives (Max 15 Points)	15	15	15	10	12	13
Vendor's response to scope of services (Max 15 Points)	15	15	15	12	12	13
Vendor's response to staffing & delivery systems (Max 27 Points)	27	27	25	22	24	24
Vendors response to cost in relation to services (Max 28 Points)	25	28	26	25	24	25
TOTAL POINTS	97	100	96	80	85	89
						547

Correctional Health Partners, 1125 17th St, Suite 1010, Denver, CO 80202						
Proposal Evaluated By:	Eric Scott Navajo County	DC Garcia Navajo County	Janelle Linn Navajo County	Chief Deputy Herrera Apache County	Ryan Patterson Apache County	Stephanie McCarthy Apache County
Vendor's qualifications and experience (Max 15 Points)	15	15	15	12	14	14
Vendor's response to objectives (Max 15 Points)	15	15	14	13	13	13
Vendor's response to scope of services (Max 15 Points)	15	15	12	13	14	13
Vendor's response to staffing and delivery systems (Max 27 Points)	27	25	25	15	18	22
Vendors response to cost in relation to services (Max 28 Points)	24	28	22	15	19	20
TOTAL POINTS	96	98	88	68	78	82
						510

Hayes Enterprise, Inc., 220 S 31st, Show Low, AZ 85901

Proposal Evaluated By:	Eric Scott Navajo County	DC Garcia Navajo County	Janelle Linn Navajo County	Chief Deputy Herrera Apache County	Ryan Patterson Apache County	Stephanie McCarthy Apache County
Vendor's qualifications and experience (Max 15 Points)	10	7	10	11	10	12
Vendor's response to objectives (Max 15 Points)	5	1	8	8	10	7
Vendor's response to scope of services (Max 15 Points)	10	0	8	10	9	7
Vendor's response to staffing and delivery systems (Max 27 Points)	25	10	10	13	13	11
Vendors response to cost in relation to services (Max 28 Points)	23	14	26	21	15	23
TOTAL POINTS	73	32	62	63	57	60
						347

Roadrunner Health Services, 7015 Santa Rachel St, NE, Albuquerque, NM

Proposal Evaluated By:	Eric Scott Navajo County	DC Garcia Navajo County	Janelle Linn Navajo County	Chief Deputy Herrera Apache County	Ryan Patterson Apache County	Stephanie McCarthy Apache County
Vendor's qualifications and experience (Max 15 Points)	12	10	12	5	8	10
Vendor's response to objectives (Max 15 Points)	13	8	12	6	8	7
Vendor's response to scope of services (Max 15 Points)	15	8	11	5	7	7
Vendor's response to staffing and delivery systems (Max 27 Points)	27	12	25	10	12	20
Vendors response to cost in relation to services (Max 28 Points)	23	14	20	10	14	19
TOTAL POINTS	90	52	80	36	49	63
						370

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature: _____

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

County Attorney: Discussion and possible approval of an Arizona Criminal Justice Commission Grant for Drug, Gang, and Violent Crime Control FY2022 Cycle 35, DC-22-020 in the amount of \$72,292.40 with a match of \$24,097.47 for the period of July 1, 2021 through June 30, 2022.

BOS Meeting Date Requested: June 29, 2021.

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



Arizona Criminal Justice Commission

Jun 04, 2021

Chairperson

SHEILA POLK
Yavapai County Attorney

Vice-Chairperson

STEVE STAHL, Chief
Law Enforcement Leader
City of Maricopa Police Department

ALLISTER ADEL
Maricopa County Attorney

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

LAURA CONOVER
Pima County Attorney

GREG MENGARELLI
City of Prescott

HESTON SILBERT, Director
Department of Public Safety

CHRIS NANOS
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections

MINA MENDEZ, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Former Judge

VACANT
Sheriff

VACANT
Chief

VACANT
Chief

VACANT
Chief

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

Attn: Michael B. Whiting, Apache County Attorney
Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY22 CYCLE 35 Award,
DC-22-020

Dear Michael B. Whiting,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY22 CYCLE 35 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/>.

Office of Civil Rights Requirements: Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOC information: <https://ojp.gov/about/offices/ocr.htm>.

If you have any questions, please contact Siyeni Yitbarek at syitbarek@azcjc.gov or 602.364.1163. Our office looks forward to the continued partnership.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tony Vidale".

Tony Vidale, Deputy Director
Drug, Gang, and Violent Crime Control Program

Drug, Gang, and Violent Crime Control (DGVCC) Grant Program

Grant Agreement DocuSign Instructions

Upon receipt of your FY22 Cycle 35 DGVCC Grant Agreement through DocuSign, it is imperative to review the following information outlined in the grant agreement document to ensure that all agency information is correct and that your agency is able to accept and comply with all terms and conditions of the contract. *PLEASE NOTIFY ACJC IF YOUR AGENCY CONTACT(S) DOES NOT RECEIVE A DOCUSIGN EMAIL TO COMPLETE THE EXECUTION OF YOUR GRANT AGREEMENT. THIS MAY BE DUE TO INTERNAL EMAIL OR FIREWALL SECURITY SETTINGS.*

☐ **Please make sure to check your "JUNK MAIL" for the DocuSign Email containing the grant agreement to be executed. Designated signatories MUST use the email sent to them directly and not a copied email forwarded from another person/source.**

☐ **Grant Agreement (Please review the entire document and the instructions below)**

☐ **Approved line-item program budget**

☐ **Positions, Supplies, Equipment, Services, etc., approved for funding**

☐ **Report due dates and submission instructions- PLEASE REVIEW CAREFULLY AS THESE INSTRUCTIONS AND DOCUMENTS HAVE CHANGED FOR FY22 CYCLE 35**

☐ **Special Condition(s) Page**

☐ **Authorized signature page****

****In order to reduce paper use and to save processing time, ACJC has moved to an electronic signature process for grant agreements through DocuSign. Using an electronic signature process will allow for faster execution of grant agreements and, ultimately, getting funding to grant recipients earlier. As a grantee, you are not required to sign-up for the DocuSign service, only to utilize it in executing the DGVCC FY 22 Cycle 35 grant agreement document. Using the DocuSign service will allow ACJC to be more efficient and streamline our grant agreement process.**

The steps for processing grant agreements through DocuSign are simple:

-The PROJECT OFFICIAL will receive an email from ACJC through the DocuSign system. The PROJECT OFFICIAL can download grant agreement documents (if necessary) to process the Agreement through the usual approval process used by your agency's policy, such as running the Agreement through the chain of command or getting approval from the Board of Supervisors or City Council.**

-Once approved by the board or council, the PROJECT OFFICIAL will go back to the DocuSign link, click on it, and type in the name and email of the Authorized Signatory- (EX: agency head or designee, Board of Supervisor Chair, or Mayor, followed by the

Legal Counsel.)**

***Please note these steps/signatures are only necessary if your agency's internal policies require it in order to accept the conditions of an award or contract. Please provide a written (or emailed) notification to ACJC if one more more signature listed above is not required by your agency, or if an additional signature of approval/attestation must be added.*

-The document will be electronically routed to those identified by the Project Official for their signatures. Upon all grantee signatures, the document will be sent automatically to the ACJC Executive Director for signature. Once all parties have signed the Agreement, copies will be sent to the Project Official and all signatories. We then have an executed grant agreement and can begin processing finance reports.

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward it to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purpose of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are three (3) lines that must be completed (Non-Profit does not need Legal Council approval).

A. The first line is the signature of the individual **authorized to make agreements** for your governmental subdivision.

1. For County Offices, the Chairman of the County Board of Supervisors **must** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestation or certification of the signature by the Clerk of the Board, the agency **MUST** notify ACJC to add into DocuSign on the grant agreements the signature page.

2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestation or certification of the signature by the Clerk, the agency **MUST** notify ACJC to add into DocuSign on the grant agreements the signature page.

3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be returned to the Criminal Justice Commission.

4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.

5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must

sign the Agreement where indicated.

B. The line requesting the signature of the **Legal counsel for GRANTEE** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the Agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. This field is not required for non-profit organizations.

C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

Steps to sign a DocuSign Document

DocuSign is an electronic document service that allows parties to an agreement to review a document and apply an e-signature to that document. DocuSign is a safe and secure way to electronically send and sign documents. You do not need the DocuSign service to sign a document. Please check your "JUNK MAIL" to ensure that the DocuSign email was received.

ACJC will send you a DocuSign email containing a link to your document.

Review the DocuSign email: Open the email and review the message from the sender. Click **REVIEW DOCUMENT** to begin the signing process.

Agree to sign electronically: Review the consumer disclosure, and select the checkbox **I agree to use Electronic Records and Signatures**.

Important! To view and sign the documents, you must agree to conduct business electronically.

Note: To view additional options, click the **OTHER ACTIONS** button on the right side of the page. Other Actions are options such as Decline to Sign if you want to decline to sign the document or Assign to Someone Else if you are not the appropriate person to sign the document.

Click **CONTINUE** to begin the signing process.

Start the signing process:

Click the **START** tag on the left to begin the signing process. You are taken to the first tag requiring your action.

Click the **SIGN** tag. If this is the first time you are using DocuSign, You are asked to Adopt Your Signature.

To Adopt your initials and signature:

To adopt your initials and signature, verify that your name and initials are correct. If not, change them as needed. Click on Choose Change Style to see a variety of signature and initial styles.

You can also choose to draw your own signature and initials or upload a signature and initials.

Once you have made your choice, Click **ADOPT AND SIGN** to adopt and save your signature information and return to the document.

Sign the document:

After reviewing the document you are now ready to sign the document. Click on all of the signature tags to place your initials or signature on the document. If you miss one and try to submit, you will be taken to the tags that still require a signature or initials.

For any red boxes in the document, type in the relevant information, such as your title.

Confirm signing:

When you finish clicking all signature tags in the document, confirm signing by clicking **FINISH**. A message appears stating that you have completed your document. You can now download a PDF copy or print a copy of the document. The sender receives an email with the signed document attached, and the signed document appears in their DocuSign account.

Sign up for a DocuSign account:

After signing the document and clicking the Finish button you will get a message offering to Sign up for a DocuSign account and save the document in your own account. You do not need to sign up for an account. A DocuSign account allows you to save all documents in an account. Keep in mind that after all parties have signed the document you will receive a pdf copy of the agreement. If you do not desire a DocuSign account just choose No Thanks.

Finish

This completes the process to sign a DocuSign document. If you have any questions, concerns, or problems with the DocuSign e-signature process, please contact your ACJC grant coordinator.

If you have any questions, please feel free to contact Siyeni Yitbarek at (602) 364-1163 or Ashley Mully at 602-364-1172 or email us at dcadmin@azcjc.gov for clarification.



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-22-020

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Apache County Attorney's Office

Grantee's DUNS Number: 082897786

Grantee Period of Performance Start and End Date: 07/01/2021 to 06/30/2022

Amount of Federal Funds Obligated by this Agreement: \$31,808.66

Total Amount of Federal Funds Obligated to the Grantee: \$31,808.66

Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Total Amount of the Federal Award in this Agreement: \$3,493,965.00

Federal Award Identification Number (FAIN): BJA-2020-17276

Federal Award Date: 09/17/2020

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY2022 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

Law enforcement programs

Prosecution and court programs

Prevention and education programs

Corrections and community corrections programs

Drug treatment and enforcement programs

Planning, evaluation, and technology improvement programs

Crime victim and witness programs (other than compensation)

Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 4th day of June, 2021 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2021 and terminate on June 30, 2022. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty(60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty(30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Attn: Program Manager
Arizona Criminal Justice Commission
1110 W Washington St., Ste 230
Phoenix, Arizona 85007

B. If to the GRANTEE:

Attn: Apache County Attorney, Michael B. Whiting
Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936



ARIZONA CRIMINAL JUSTICE COMMISSION

DRUG, GANG, AND VIOLENT CRIME CONTROL

GRANT AGREEMENT CONTINUATION SHEET

SPECIAL CONDITION(S)

ACJC Grant Number DC-22-020

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.
6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
7. GRANTEE acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).
8. GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to COMMISSION in the manner(including within the timeframes) specified by COMMISSION in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act(GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, must be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

SPECIAL CONDITION(S) (Continued):

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpsso.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

13. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be accessed and submitted through the GRANTEE's Grants Portal "Attachment" section.

- a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in the ACJC Grants Portal at: <https://grantsportal.azcjc.gov>.
- b. Benchmark Worksheet can be submitted through: <http://acjcreporting.azcjc.gov>.
- c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at: <https://grantsportal.azcjc.gov>.
- d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at: <https://www.bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

14. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

15. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

16. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

17. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

18. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

SPECIAL CONDITION(S) (Continued):

19. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

20. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

21. If the recipient is designated "high risk" by a federal grant-making agency currently or at anytime during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

22. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Criminal Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

SPECIAL CONDITION(S) (Continued):

23. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

24. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Authorized Official Initials:



IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Date

Printed Name & Title

Additional signature(s) if required by political subdivision

Date

Printed Name & Title

ATTEST:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal Counsel for GRANTEE

Date

Printed Name & Title**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**

Appropriate A.R.S., Ordinance, or Charter Reference**FOR CRIMINAL JUSTICE COMMISSION:**

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

INSURANCE REQUIREMENTS EXHIBIT "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

Exhibit "A" Page 2

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

Certificate Of Completion

Envelope Id: 0D81D82117A44A02B66E7D8CB86CD46A

Status: Sent

Subject: Please DocuSign: FY 2022 Drug Program Grant Agreement, DGVCC Grant Agreement Instructions

Source Envelope:

Document Pages: 27

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Siyeni Yitbarek

AutoNav: Enabled

syitbarek@azcjc.gov

EnvelopeId Stamping: Enabled

IP Address: 208.87.239.180

Time Zone: (UTC-07:00) Arizona

Record Tracking

Status: Original

Holder: Siyeni Yitbarek

Location: DocuSign

6/8/2021 11:41:00 AM

syitbarek@azcjc.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Arizona Criminal Justice Commission

Location: DocuSign

Signer Events

Joseph Young

jyoung@apachelaw.net

Chief Deputy County Attorney

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michael B. Whiting

mwhiting@apachelaw.net

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Andrew LeFevre

alefevre@azcjc.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

John M Robertson

jrobertson@apachelaw.net

Security Level: Email, Account Authentication
(None)**VIEWED**

Using IP Address: 64.18.59.65

Sent: 6/8/2021 11:44:19 AM

Viewed: 6/9/2021 7:44:08 AM

Completed: 6/9/2021 7:47:02 AM

Electronic Record and Signature Disclosure:

Accepted: 6/9/2021 7:44:08 AM

ID: acfe804f-4b8a-4895-a0b1-09bc5223ce10

Company Name: Arizona Criminal Justice Commission

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2021 11:44:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Criminal Justice Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alefevre@azcjc.gov

To advise Arizona Criminal Justice Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arizona Criminal Justice Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Criminal Justice Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET

PERSONAL SERVICES

Salaries	\$72,516.08
Fringe Benefits*	\$23,873.79

OVERTIME

Wages	\$0.00
Fringe Benefits*	\$0.00

PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES

Wages	\$0.00
Fringe Benefits*	\$0.00

TRAVEL EXPENSES

In-State Travel	\$0.00
Out-of-State Travel	\$0.00

EQUIPMENT

Capital	\$0.00
Non-Capital	\$0.00

OPERATING EXPENSES

Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00

Confidential Funds	\$0.00
Additional Expenses	\$0.00

TOTAL BUDGET	\$96,389.87
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***Reference the ACJC manuals for definition of approved fringe benefit.**

POSITIONS FUNDED: Chief Deputy County Attorney (0.13), Deputy County Attorney II (0.25), Deputy County Attorney II (0.20), Deputy County Attorney II (0.26)

EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$31,808.66 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$40,483.74 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$24,097.47.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment (GA) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link:** *e-CFR Navigation Aid* at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. **Link:** [OJP Financial Guide](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

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

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** [Audit Requirements for OJP Awards](https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf) at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** [2 C.F.R Part 200 for OJP Awards](https://ojp.gov/funding/Part200UniformRequirements.htm) at <https://ojp.gov/funding/Part200UniformRequirements.htm> .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the [Consolidated Appropriations Act, 2018](https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm) at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **Link:** *System for Award Management* at <https://www.sam.gov/SAM/> .

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. **Link:** *OJP Training Guide Principles for Grantees and Subgrantees* at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm> .

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. BJA-2020-17276 awarded by the Department of Justice, Office of Justice Programs, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: **Link:** *Limited English Proficiency A Federal Interagency* at <http://www.LEP.gov>.

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations"(the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. **Link:** <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>.

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. **Link:** <http://www.azcjc.gov/grants>.

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. **Link:** <http://niem.github.io/reference/specifications/>.

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

71. GRANTEE acknowledges 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. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

77. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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

date/time stamp

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

County Manager _____

Date/Signature: _____

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

Craig Sullivan, Executive Director, County Supervisors Association: Report on recent County Supervisors Association activities including a discussion on the recent legislative session and budget.

BOS Meeting Date Requested 6/29/21 _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

date/time stamp

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

County Manager _____

Date/Signature: _____

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

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

BOS Meeting Date Requested 6/29/21 _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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